

State of North Dakota



C E R T I F I C A T E O F F A C T
O F

NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP is a Delaware limited partnership which registered with this office on July 30, 1990. That registration shall remain in force until July 30, 1995, unless cancelled.

Dated: August 30, 1991

A handwritten signature in black ink, reading "Jim Kusler", is written over a horizontal line.

Jim Kusler
Secretary of State

1 PU-13-439 Filed: 6/25/2013 Pages: 105
Corporate papers

North Dakota RSA No. 3 Limited Partnership

PUBLIC SERVICE COMMISSION

STATE OF NORTH DAKOTA

Certificate of Registration

Certificate Number 79

This is to certify that North Dakota RSA No. 3 Limited Partnership is registered as a telecommunications reseller offering cellular services in North Dakota.

This certificate is issued in Case No. PU-439-91-201, and is subject to the conditions and limitations noted in Commission Rules 69-09-04 and 69-09-05.

Bismarck, North Dakota, July 30, 1991.

ATTEST:


Secretary

PUBLIC SERVICE COMMISSION


By: Commissioner



TELECOMMUNICATIONS RESELLER'S BOND
PUBLIC SERVICE COMMISSION

SFN _____ (3-89)

BOND NO. 5686694

PRINCIPAL

Name North Dakota RSA No. 3 Limited Partnership

Address 3350 161st Ave SE City Bellevue State WA Zip Code 98008

SURETY

Name Safeco Insurance Company of America

Address 1215 4th Avenue City Seattle State WA Zip Code 98161

We, the above named PRINCIPAL and SURETY are bound to the State of North Dakota in the penal sum of Forty-Two Thousand and no/100 (\$42,000.00). The payment of the penal sum shall bind the PRINCIPAL and SURETY, their heirs, legal representatives, successors and assigns, jointly and severally under these obligations.

The PRINCIPAL is doing business in North Dakota as a local service reseller providing cellular telecommunications services. This obligation covers all prepayments for service in this State including, but not limited to, front-end charges and prepaid monthly charges for services.

The condition of this obligation is as follows: if the PRINCIPAL faithfully performs all duties as a telecommunications reseller under the provisions of Certificate of Registration issued by the North Dakota Public Service Commission, complies with all laws of North Dakota pertaining to telecommunications companies and the rules of the Public Service Commission promulgated in connection therewith, and provides services in accordance with its legal obligations and agreements; then this obligation shall be void; otherwise it shall remain in effect.

Liability for this undertaking commences on May 21, 19 91, and shall be continuous unless the surety by certified mail notifies the PRINCIPAL and Public Service Commission that the surety bond has been canceled. The cancellation notice shall state that the surety bond will be canceled thirty (30) days after the receipt of the cancellation notice. In no event shall the aggregate liability of the SURETY accumulate for each successive annual report period during which the bond is in force but, for losses during any annual report period, shall be limited in the aggregate to the bond amount stated or changed by appropriate endorsement or rider.

The liability of the SURETY for any violation of the obligations hereof by the PRINCIPAL during the period of time the bond remains in effect, shall remain in force thereafter for such period of time as may be permitted under the laws of the State of North Dakota. Bonding requirements may be increased or decreased by the Commission within thirty (30) days after receipt of each annual report.

This bond, including definitions of the terms used herein, are governed by the provisions of Chapter 49-21 of the North Dakota Century Code, and Chapter 69-09-06 of the North Dakota Administrative Rule.

Countersigned by North Dakota Resident Agent.

Dated this 16th day of May 19 91
NORTH DAKOTA RSA NO. 3 Limited Partnership
By: U S WEST NewVector Group, Inc., General Partner

Signed For Principal John P. Scully, VP, Bus. Develop. External Affairs

Debbie M. Bennett, Attorney-in-Fact
Name and Title of Person Signing for Surety

Signature Debbie M. Bennett

Signature _____
Address _____
City, State (ND), Zip Code _____

ACKNOWLEDGMENT OF PRINCIPAL

State of WASHINGTON)
County of KING) ss.

On this 22nd day of May 19 91

before me personally appeared John P. Scully known to me to be the person(s) described in and who executed the within instrument as PRINCIPAL and acknowledged to me that he/she executed the same.

Notary Public, KING County, Washington

My commission expires 4-9-94

(Seal)

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

State of Washington)
County of King) ss.

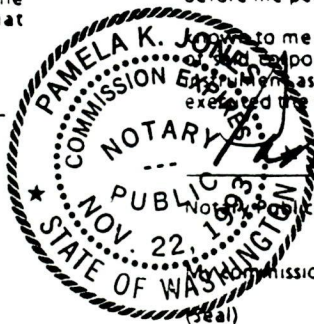
On this 16th day of May 19 91

before me personally appeared Debbie M. Bennett

known to me to be Attorney-in-Fact of said corporation that is described in and that executed the within instrument as SURETY, and acknowledged to me that such corporation executed the same.

Notary Public, King County, Washington

My commission expires 11-22-93





POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 4584

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

-----THOMAS L. TOWLE; ANDREA L. BERRY; JOHN C. HASKELL, JR.; BETSY L. FENDER;
HERMAN L. KOEMPEL; DEBBIE M. BENNETT; Seattle, Washington-----

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **SAFECO INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 2nd day of August, 19 90

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
SAFECO INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Boh A. Dickey, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 16th day of May, 19 91



**FOREIGN LIMITED PARTNERSHIP
REGISTRATION**
SECRETARY OF STATE
SFN 7936 (11-93)

5

1. FILING FEE: \$100.00
Five Year Duration

OCT 10 95 3 00 4 !

FOR OFFICE USE ONLY

ID #	9024900
WO #	428443
Filed	10-11-95
Approved by	
Expiration	10-11-2000
Filed By	SK

SEE REVERSE SIDE FOR FEES, FILING AND MAILING INSTRUCTIONS

For reference, see North Dakota Century Code, Section 45-10.1-52.

2.A. The name of the Limited Partnership
North Dakota RSA No. 3 Limited Partnership

2.B. The name under which business will be transacted if different than 2.A.
same

3.A. Federal ID # _____ 3.B. State of Origin
Delaware

3.C. Date of formation (month, day & year)
October 19, 1989

4. General character of business to be transacted
Public Mobile Telecommunications Service

5.A. Name of registered agent
C T CORPORATION SYSTEM

5.B. Social Security/Federal ID # _____

5.C. Address of registered office
314 East Thayer Ave.
City: Bismarck State: N. D. Zip Code: 58501

6. The Secretary of State is appointed the agent of the Foreign Limited Partnership for service or process if the agent's authority has been revoked or if the agent cannot be found or served with the exercise of reasonable diligence.

7.A. Address of the principal office (street and/or P.O. Box)
3350 161ST AVE SE
City: BELLEVUE State: WA Zip Code: 98008

7.B. Telephone # _____

8. The general partners, their Social Security/Federal ID #, and the addresses of their principal places of business

NAME	SOCIAL SECURITY/ FEDERAL ID #	COMPLETE ADDRESS				
		Street/RR	PO Box	City	State	Zip Code
U S WEST NewVector Group, Inc.	3367400	3350 161st Ave. S.E.		Bellevue	WA	98008

9. The address of the office at which is kept a list of the names and addresses of the limited partners, their capital contributions, and an undertaking by the Foreign Limited Partnership to keep the list until the Foreign Limited Partnership's registration is withdrawn or canceled:

Address	City	State	Zip Code
3350 161st Ave. S.E.	Bellevue	WA	98008

10. This application is accompanied by a certificate of identification, existence, and status of a Foreign Limited Partnership, duly certified by the proper officer of the state or country under the laws of which it is organized.

11. I (we), a (the) general partner(s), say that I (we) have read the foregoing registration, know the contents thereof, and believe the statements made thereon to be true.

U S WEST NewVector Group, Inc.
General Partner

By: Joseph C. O'Neil 10/4/95
Signature Date
Joseph C. O'Neil - Vice President
Carrier & Government Relations

Signature _____ Date _____

Signature _____ Date _____

757070

0 FLP
9,024,900

CERTIFICATE OF AMENDMENT

TO

RECEIVED

APPLICATION FOR REGISTRATION

FEB 01 2000

SEC. OF STATE

To the Secretary of State
State of North Dakota

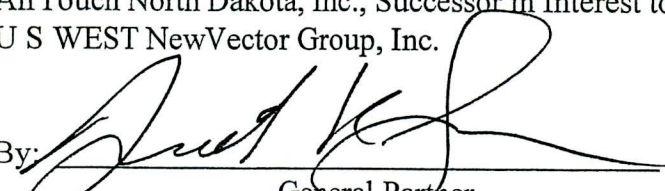
Pursuant to the provisions of Chapter 45-10.1 of the North Dakota Century Code, the undersigned, on behalf of the foreign limited partnership named below, hereby certifies that:

- 1. The name of the foreign limited partnership is:
North Dakota RSA No. 3
Limited Partnership
- 2. The date on which the original Application for Registration as a Foreign Limited Partnership was filed is: October 11, 1995.
- 3. The statement(s) in the Application for Registration referring to North Dakota RSA No. 3 Limited Partnership (is) (are) hereby amended to read as follows:
Effective September 4, 1998, the name and address of the sole general partner is:
AirTouch North Dakota, Inc.
3350 161st Avenue S.E.
Bellevue, WA 98008 14739200

The undersigned, being a general partner, has read the foregoing amendment and knows the contents thereof and verily believes the statements made therein to be true.

Signed on January 20, 2000

AirTouch North Dakota, Inc., Successor in Interest to
U S WEST NewVector Group, Inc.

By: 
General Partner

Bradley K. Sanner - Treasurer

NORTH DAKOTA
Filed 2-2 20 00

Secretary of State

NS

9.024.900 LP

Handwritten scribbles and numbers, possibly "780719".

CERTIFICATE OF AMENDMENT
TO
APPLICATION FOR REGISTRATION

RECEIVED
OCT 02 2000
SEC. OF STATE

To the Secretary of State
State of North Dakota

Pursuant to the provisions of Chapter 45-10.1 of the North Dakota Century Code, the undersigned, on behalf of the foreign limited partnership named below, hereby certifies that:

- 1. The name of the foreign limited partnership is:
North Dakota RSA No. 3 Limited Partnership
- 2. The date on which the original Applications for Registration as a Foreign Limited Partnership was filed is: October 11, 1995.
- 3. The statement(s) in the Application for Registration referring to North Dakota RSA No. 3 Limited Partnership (is)(are) hereby amended to read as follows:

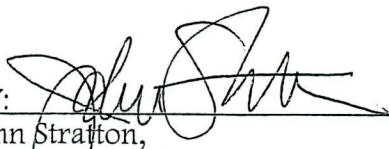
AirTouch North Dakota, LLC
3350 161st Avenue S.E.
Bellevue, WA 98008

The undersigned, being the general partner of North Dakota RSA No. 3 Limited Partnership, has read the foregoing amendment and knows the contents thereof and verily believes the statements made therein to be true.

Signed on September 28, 2000

AirTouch North Dakota, LLC., formerly
AirTouch North Dakota, Inc., General
Partner for North Dakota RSA No. 3 Limited
Partnership,

By Cellco Partnership, d/b/a Verizon
Wireless, its sole member

BY: 
John Stratton,
President, Northwest Area, Verizon
Wireless

896562

CERTIFICATE OF AMENDMENT
OF
FOREIGN LIMITED PARTNERSHIP

RECEIVED
OCT 12 2001
SEC. OF STATE

To the Secretary of State
State of North Dakota

Pursuant to the provisions of Chapter 45-10.1 of the North Dakota Century Code, the undersigned, on behalf of the limited partnership named below, hereby certifies that:

1. The name of the limited partnership is

NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP

2. The state of its formation is Colorado, and the date of its formation is October 19, 1989.

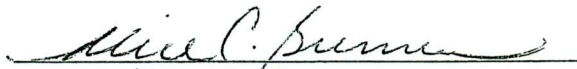
3. The foreign limited partnership's original Application for Registration was filed by the Secretary of State on October 11, 1995.

4. The statement(s) in the Application for Registration referring to the name and address of the agent for service of process are hereby amended to read as follows: The name and address of the agent for service of process on the foreign limited partnership are Corporation Service Company, 316 North Fifth Street, P.O. Box 1695, Bismarck, North Dakota 58502.

5. The address of the limited partnership's registered office and the address of the registered agent's business office, as listed in number 4 above, are identical.

6. The change of registered office or registered agent was authorized by resolution approved by the general partners of the limited partnership.

Signed on October 2, 2001.



Name: Alice C. Brennan

Capacity: Manager

On behalf of: AirTouch North Dakota, LLC
Its General Partner

NORTH DAKOTA
Filed 10/29 2001


Secretary of State





**REGISTERED AGENT
CONSENT TO SERVE**
SECRETARY OF STATE
SFN 16812A (7974 + 16812) (5-00)

RECEIVED
OCT 12 2001
SEC. OF STATE

FOR OFFICE USE ONLY

ID #	9,024,900 FLP	
File #		
WO #	896562	
Filed	10/29/01	By KH

SEE REVERSE SIDE FOR FILING AND MAILING INSTRUCTIONS

1. FILING FEE: \$10.00

TYPE OR PRINT LEGIBLY

2. Name of the organization for which the registered agent is to serve (corporation, limited liability company, limited liability partnership, limited partnership, limited liability limited partnership or real estate investment trust)

NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP

3. Name of the registered agent

Corporation Service Company

4. Registered agent is (Check one)

- An individual North Dakota resident
- A corporation
- A limited liability company
- A limited liability partnership

5. Federal ID # or social security # of registered agent

6. An individual appointed as registered agent must sign a consent to serve in that capacity. When a corporation, a limited liability company, or limited liability partnership is named as registered agent, an officer or someone authorized by the organization may sign on behalf of the corporation, limited liability company, or limited liability partnership.

"The undersigned, as the newly appointed registered agent, agrees to act as the registered agent for this organization until a change, or resignation, is submitted to the Secretary of State under the provisions of North Dakota law."

Corporation Service Company

By: Maureen Cullen / 10/11/2001
Original signature of registered agent Date

Maureen W. Cullen,
Assistant Vice President

To: Secretary of State
State of North Dakota
Bismarck, ND 58505

Fee: \$75.00

File No. 5,765,800

File on 7-30, 1990

Christine Kuster

(Secretary of State)

Receipt No. _____

Filed by *[Signature]*

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED PARTNERSHIP

Pursuant to the provisions of Chapter 45-10.1 of the North Dakota Century Code, the undersigned limited partnership hereby applies for registration as a foreign limited partnership in the State of North Dakota and for that purpose submits the following statement:

- The name of the foreign limited partnership is NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP, and, the name under which it proposes to register and transact business in this state is _____
- The state of its formation is Delaware, and the date of its formation is: October 19, 1989.
- The general character of the business it proposes to transact in this state is: Public Mobile Telecommunications Service
- The name and address of the agent for service of process on the foreign limited partnership is: C T CORPORATION SYSTEM
314 East Thayer Avenue, Bismarck, North Dakota 58501
- The secretary of state is appointed the agent of the foreign limited partnership for service of process if the agent's authority has been revoked or if the agent cannot be found or served with the exercise of reasonable diligence.
- The address of the principal office of the foreign limited partnership is: 3350 161st Ave., S.E., P.O. Box 7329, Bellevue, WA 98008-1329
- This application is accompanied by a certificate of identification, existence and status of the foreign limited partnership, duly certified by the proper officer of the state or country under the laws of which it is organized.

The undersigned, being a genreal partner, has read the foregoing application and knows the contents thereof and verily believes the statements made therein to be true.

Dated: January 15, 1990

Joseph C. O'Neil

Joseph C. O'Neil, Vice President
US WEST NewVector Group, Inc.

ADDENDUM

TO

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED PARTNERSHIP

for

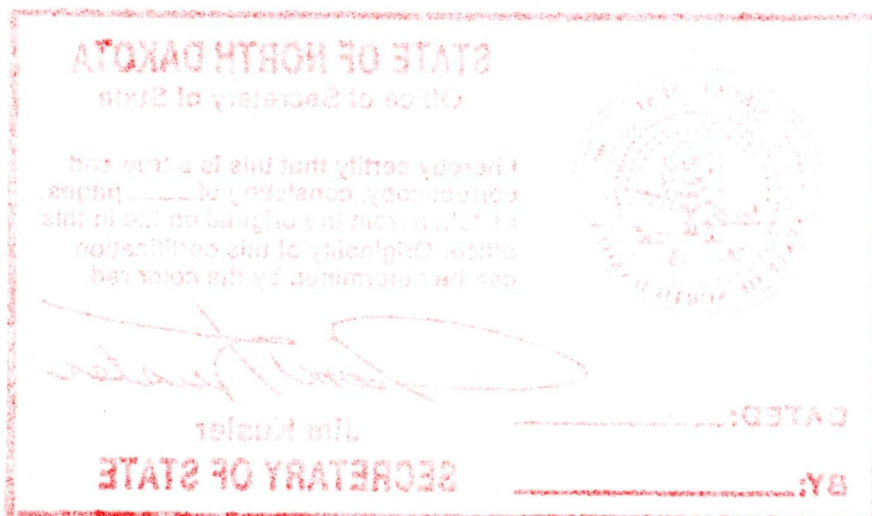
NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP

GENERAL PARTNER

U S WEST NewVector Group, Inc.
3350 161st Avenue SE
P.O. Box 7329
Bellevue, WA 98008
(206) 747-4900

All records of the partnership, including names and addresses of all limited partners, as well as a record of all capital contributions, in keeping with the North Dakota RSA No. 3 Limited Partnership Agreement, shall be maintained at the following address for the life of the partnership:

North Dakota RSA No. 3 Limited Partnership
c/o U S WEST NewVector Group, Inc.
3350 161st Avenue SE
Bellevue, WA 98008





STATE OF NORTH DAKOTA
Office of Secretary of State

I hereby certify that this is a true and correct copy, consisting of 2 pages, as taken from the original on file in this office. Originality of this certification can be determined by the color red.

A handwritten signature in red ink, which appears to read "Jim Kusler".

DATED: 8-30-91

BY: JM

Jim Kusler
SECRETARY OF STATE

U S WEST CELLULAR

FARGO-MOORHEAD / GRAND FORKS-EAST GRAND FORKS SERVICE PRICING - Optimum PlanSM

Sub-Minute Retroactive Billing*

Annual Agreement

	Level 1 1 Phone	Level 2 2-9 Phones	Level 3 10+ Phones			
Monthly Access Charge Per Phone	\$19.95	\$19.95	\$17.95			
Airtime discounts		5%	10%			
Minutes	0-90	91-180	181-360	361-720	721-900	901+
Peak	\$0.45	\$0.44	\$0.39	\$0.38	\$0.37	\$0.36
Off-peak	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10

• One year contract required.

• Minimum of 60 minutes of airtime will be billed per phone per month. Unused airtime under 60 minutes will be billed at the peak rate of \$0.45.

Month to Month

	Level 1 1 Phone	Level 2 2-9 Phones	Level 3 10+ Phones			
Monthly Access Charge Per Phone	\$24.95	\$24.95	\$22.95			
Airtime discounts		3%	8%			
Minutes	0-90	91-180	181-360	361-720	721-900	901+
Peak	\$0.47	\$0.46	\$0.41	\$0.40	\$0.39	\$0.38
Off-peak	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15

One-time Charge

Establish Service\$35.00

General Information

Peak time: 7 a.m. - 9 p.m., Weekdays, 7 a.m. - 7 p.m., Weekends
Off-peak time: 9 p.m. - 7 a.m., Weekdays,
 7 p.m. - 7 a.m. Weekends and Holidays

- Calls placed by Fargo/Grand Forks customers on the U S WEST Cellular System while roaming in Minneapolis, Des Moines, Omaha, Bismarck, Duluth and Sioux Falls will be billed at the Fargo/Grand Forks optimum rate.

* Airtime billed in 30-second increments, 1 minute minimum per call.

* Per minute rate is determined by total number of minutes used per phone, in a monthly billing period, and will be billed at the most favorable qualifying minute rate.

Monthly service access charge is billed in advance. This charge will not be refunded for termination of service prior to end of a subscriber's billing cycle.

Prices subject to change without notice.

Features

Sub-Minute Pricing No Charge
 Unlisted Directory No Charge
 Call Forwarding No Charge
 • Immediate No Charge
 • No Answer No Charge
 • Busy Transfer No Charge
 Call Waiting No Charge
 Conference Calling No Charge
 Detail Billing No Charge
 EasyRoaming™ No Charge

Directory Listing \$2.75 per month *

Wide Area Calling \$5.99 per month*

Message Center \$6.95 per month*

*In addition to Monthly Access Charge these items are pre-paid.



ANNUAL REPORT OF TELECOMMUNICATIONS RESELLER
PUBLIC SERVICE COMMISSION
 SFN 14356 (3-90)

INSTRUCTIONS

Fill this report out in duplicate and return one copy to the Public Service Commission, State Capitol, Bismarck, ND 58505, not later than the 15th day of the fourth month following the close of the year for which this report is made.

Business Name NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP	Phone Number 206-747-4900	For the Year Ended 12/31/90	
Address c/o U S WEST NewVector Group, Inc. 3350 161st Ave SE	City Bellevue	State WA	Zip Code 98008
Business Type			
<input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Co-operative			

OWNER, PARTNERS, OR CORPORATE OFFICER

NAME	ADDRESS	CITY	STATE	ZIP CODE
SEE ATTACHED LIST OF OWNERS/PARTNERS				

Type of Service Provided
<input type="checkbox"/> Long Distance Reseller <input type="checkbox"/> Local Service Reseller <input type="checkbox"/> Other (Explain) <input type="checkbox"/> Operator Service Provider <input checked="" type="checkbox"/> Cellular Service Provider <input type="checkbox"/> Operator Service Provider & Long Distance Reseller
Total Revenue Receipts (North Dakota Only) \$ 3,957
Call Completion Rate During the Average Busy Hour of the Busy Season of the Year 98% completion rate

Describe the service standards, such as completion rates and transmission quality. The cellular system meets a P.02 blocking rate, which is a 98% completion rate. The transmission quality of the system is comparatively equal to that of landline telephone service.
List other jurisdictions in which certification has been granted. This is a Delaware limited partnership.
List other jurisdictions in which certification has been denied or rescinded. None
Describe any enforcement actions pending or finalized during the year in other jurisdictions. None
Attach a detailed description of the marketing program and copies of all sales and promotional material. Wholesale service is made available to all interested resellers. Partnership takes wholesale service from the partnership on same terms & conditions as other resellers & markets to the public by direct sales & through 3rd party agents.
Do any of the services you offer require prepayment by customers? <input type="checkbox"/> No - Complete Certification Only <input checked="" type="checkbox"/> Yes - Complete Certification and Remaining Form

IF PREPAYMENTS ARE NOT REQUIRED, GO TO CERTIFICATION ON LAST PAGE

Business Name as shown on Page 1
NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP

CONDENSED BALANCE SHEET (ENTIRE SYSTEM)

ASSET SIDE	BALANCE AT END OF YEAR	LIABILITY AND EQUITY SIDE	BALANCE AT END OF YEAR
14. Investment in Plant	\$ 1,290,532	21. Current Liabilities	\$ 1,692,079
15. Related Depreciation Reserve	(11,297)	22. Long-Term Debt	181
16. Net Plant in Service	1,279,235	23. Operation Reserves and Credits	0
17. Other Investments	122,836	24. Capital Stock	0
18. Materials and Supplies	0	25. Premium on Capital Stock	0
19. Other Current and Deferred Assets	168,615	26. Retained Earnings	(121,573)
20. Total Assets	\$ 1,570,686	27. Total Liabilities and Equity	\$ 1,570,686

OPERATING STATEMENT (North Dakota Only)

TYPE OF SERVICE	TOTAL REVENUE EARNED DURING YEAR
1. Intrastate Toll Resale	\$ 0
2. Private Line Resale	0
3. Resale of Local Exchange Service:	
3a. Shared Tenant Services	0
3b. Cellular Service	3,957
3c. Cellular Service Resale	0
3d. Other	0
4. Totals	\$ 3,957
5. Operating Expenses	96,534
6. Depreciation Expense	11,297
7. Taxes (Exclude income taxes & excise taxes billed to customers)	1,508
8. Other Expenses	14,409
9. Total Expenses	\$ 123,748
10. Net Operating Income Before Income Taxes	\$ (119,791)
11. Income Taxes	0
12. Net Income	\$ (119,791)

STOCKHOLDERS OR OWNERS (List the 10 major stockholders or owners, OR all stockholders or owners who own 5% or more of the stock, whichever is less)

NAME	ADDRESS	CITY	STATE	ZIP CODE	SHARES OWNED
SEE ATTACHED LIST OF OWNERS/PARTNERS					

Total Shares Authorized None	Total Shares Issued None	No. of Subscribers Year End 36	No. of Subscribers Next Year End (Projected) 224
---------------------------------	-----------------------------	-----------------------------------	---

Describe type and dollar amounts of required prepayments by customers and number of customers required to make such prepayments.
 Monthly service charges are collected one month in advance from all customers.

Provide a list of all sales representatives whether employees or private contractors.

CERTIFICATION

North Dakota RSA No. 3 Limited Partnership

I certify that _____ (company name) will provide its service and conduct its business in accordance with

North Dakota Public Service Commission rules and laws of the state of North Dakota. I further attest that the required registration information

attached is true and correct to the best of my knowledge and belief.

BY: NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP
 U S WEST NewVector Group, Inc., General Partner

APRIL 4, 1991
 Date

X Joseph C. O'Neil
 Signature

Vice President, General Counsel & Secretary
 Title

3/14/91

NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP
NORTH DAKOTA #3 - Barnes

INTEREST

GENERAL PARTNER

U S WEST NewVector Group, Inc. 7.72%
3350 161st Avenue SE
Bellevue, WA 98008
ATTN: John P. Scully, VP-External Affairs
Phone# 206-644-7959
FAX# 206-562-5938

LIMITED PARTNERS

Contel of North Dakota, Inc. 7.69%
c/o Contel Cellular Inc.
223 Perimeter Center Parkway, Suite 400
Atlanta, GA 30346
ATTN: Wm. Mark Sturm
Phone# 404-804-3413
FAX# 404-804-3494

Red River Cellular of North Dakota Limited Partnership 84.59%
c/o Cellular, Inc.
5990 Greenwood Plaza Boulevard, Suite 300
Englewood, CO 80111
ATTN: Tom Flaherty
Phone# 303-694-3234
FAX# 303-694-3293

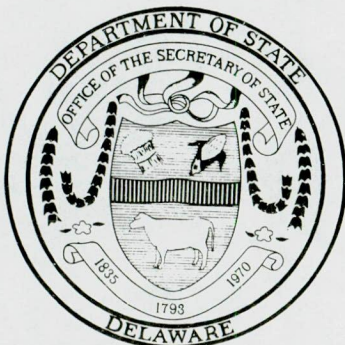
State of Delaware



Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED PARTNERSHIP OF NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP FILED IN THIS OFFICE ON THE NINETEENTH DAY OF OCTOBER, A.D. 1989, AT 4 O'CLOCK P.M.

* * * * *



721077131

Michael Harkins
Michael Harkins, Secretary of State

*2988295

AUTHENTICATION:

DATE:

03/18/1991

10/12/89

CERTIFICATE OF LIMITED PARTNERSHIP

OF

NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP

The undersigned person(s), being all of the General Partners of a limited partnership being formed pursuant to the Limited Partnership Act of the State of Delaware, hereby declares as follows:

1. The name of the limited partnership is: NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP.

2. The address of the registered office and the name and address of the registered agent for service of process required to be maintained by Section 17-104 of the Limited Partnership Act of the State of Delaware are:

The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801

3. The name and the business, residence or mailing address of each General Partner are:

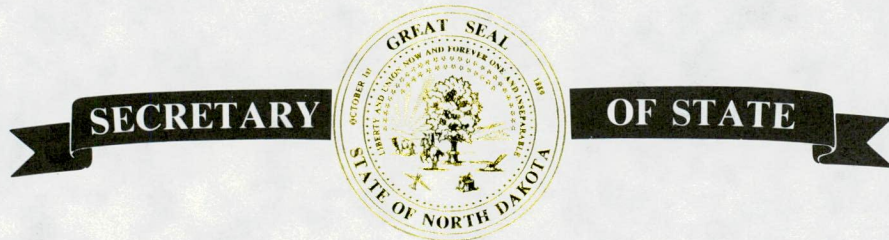
U S WEST NewVector Group, Inc.
3350 161st Avenue, S.E.
P.O. Box 7329
Bellevue, Washington 98008-1329

Dated this 29th day of September, 19 89.

GENERAL PARTNER:
U S WEST NEWVECTOR GROUP, INC.

By: Joseph C. O'Neil
Joseph C. O'Neil
Vice President, General Counsel
and Secretary

State of North Dakota



C E R T I F I C A T E O F F A C T
O F

NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP is a Delaware limited partnership which registered with this office on July 30, 1990. That registration shall remain in force until July 30, 1995, unless cancelled.

Dated: March 18, 1991

A handwritten signature in black ink, reading "Jim Kusler", is written over a horizontal line.

Jim Kusler
Secretary of State

EXHIBIT D

APPLICATION FOR CERTIFICATE OF AUTHORITY

TO THE SECRETARY OF STATE
State of North Dakota, Bismarck, N.D.

Pursuant to the provisions of the North Dakota Century Code, the undersigned corporation hereby applies for a Certificate of Authority to transact business in the State of North Dakota and for that purpose submits the following statement:

(1) The name of the corporation is: NewVector Communications, Inc.
(The name of the corporation must contain the word "corporation", "company", "incorporated", or "limited"; or an abbreviation of one of such words.)

(2) It is incorporated under the laws of: Colorado

(3) The date of its incorporation is: September 1, 1983 and the
period of its duration is perpetual

(4) The address of its principal office in the state or country under the laws of which it is incorporated is 1700 Broadway, c/o The Corporation Company, Denver, Colorado 80290

(5) The address of its proposed registered office in the State of North Dakota is _____
314 East Thayer Avenue, c/o C T Corporation System, Bismarck, North Dakota 58501

(Complete street address required. A post office box number may be added.)

and the name of its proposed registered agent in the State of North Dakota at that address is _____
C T CORPORATION SYSTEM

(6) The purpose or purposes which it proposes to pursue in the transaction of business in the State of North Dakota are: mobile communications.

SECRETARY OF STATE
CAPITOL BUILDING
BISMARCK, N.D. 58505

NOV 14 '83

RECEIVED

(7) The names and respective addresses of its directors and officers are:

Name	Office	Street Address	City	State
<u>See Rider attached.</u>	, Director	_____	_____	_____
_____	, Director	_____	_____	_____
_____	, Director	_____	_____	_____
_____	, President	_____	_____	_____
_____	, Vice President	_____	_____	_____
_____	, Secretary	_____	_____	_____
_____	, Treasurer	_____	_____	_____

(8) The aggregate number of shares which it has authority to issue, itemized by classes, par value of share, shares without par value, and series, if any, within a class is:

No. of Shares	Class	Series	Par Value Per Share
1	Common		No Par Value

(9) The aggregate number of its issued shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

No. of Shares	Class	Series	Par Value Per Share
1	Common		No Par Value

- (10) The amount of its stated capital is \$ 1.00.
- (11) An estimate of the value of all property to be owned by it for the following year, wherever located, is \$ 62,858,000.
- (12) An estimate of the value of its property to be located within the State of North Dakota during year of 19 83, is \$ 40,000.
- (13) An estimate of the gross amount of business to be transacted by it during year of 19 83, is \$ 11,850,000.
- (14) An estimate of the gross amount of business to be transacted by it at or from places of business in the State of North Dakota during year of 19 83, is \$ - 0 -.
- (15) This application is accompanied by a current certificate of good standing duly authenticated by the proper officer of the state or country under the laws of which it is incorporated.

Dated NOVEMBER 2, 19 83.

NewVector Communications, Inc.
(Exact Corporate Name)

By Joseph C. O'Neil
(Secretary or Vice President) J. C. O'Neil
and M. R. Kraemer
(Secretary or Assistant Secretary) M. R. Kraemer

VERIFICATION

J. C. O'Neil, being first duly sworn, says that he is
(Name of one of the officers signing above)
the Vice President of NewVector Communications, Inc.
(Title) (Name of Corporation)

and that he has read the foregoing application and knows the contents thereof, and verily believes the statements therein to be true.

Subscribed and sworn to before me this 2nd day of NOVEMBER, 19 83.

Joseph C. O'Neil (Verification Officer Signature) Vice Pres

Name: Laura Thomas
(Name of Notary Public)

Notary Seal Notary Public, State of Washington

My Commission expires 10-14-84

Certificate No. 10,837F

Filed November 16, 19 83

Mailed To: CT Corporation System
1700 Edwy. - Suite 816
Denver, CO 80290
ATTN: Corinne M. Lude

Fee: Initial License Fee	\$ 75.00
Filing and Issuing Certificate	37.50
TOTAL	\$112.50

Receipt No. 36524D

Ben Meier By C. Boucher
Secretary of State

Officers & Directors
of
NewVector Communications, Inc.

R. J. Callahan	President & Director	3350 161st Avenue, SE Bellevue, WA 98008
J. C. O'Neil	Vice President General Counsel & Secretary	3350 161st Avenue, SE Bellevue, WA 98008
D. R. Laube	Vice President Finance & Treasurer	3350 161st Avenue, SE Bellevue, WA 98008
J. E. DeFeo	Vice President Marketing	3350 161st Avenue, SE Bellevue, WA 98008
S. E. Andrews	Vice President External Affairs	3350 161st Avenue, SE Bellevue, WA 98008
R. E. Hisky	Vice President Operations and Engineering	3350 161st Avenue, SE Bellevue, WA 98008
D. M. Whitley, Jr.	Assistant Secretary	3350 161st Avenue, SE Bellevue, WA 98008
J. C. Pond	Assistant Secretary	1670 Broadway Suite 3500 Denver, Colorado 80202
M. R. Kraemer	Assistant Secretary	3350 161st Avenue, SE Bellevue, WA 98008
M. R. Green	Director	180 Mt. Airy Road Room 2E01 Basking Ridge, NJ 07920
J. W. Felt	Director	5700 South Quebec, #235 Englewood, CO 80111
A. G. Ames	Director	5700 South Quebec, #235 Englewood, CO 80111
L. G. Kappel	Director	5700 South Quebec, #235 Englewood, CO 80111

Certificate No. 1623

UNITED STATES OF AMERICA



DEPARTMENT

OF STATE

State of North Dakota

To All to Whom these Presents shall Come:

I, Ben Meier, Secretary of State of the State of North Dakota do hereby certify that duplicate originals of an application of NEWVECTOR COMMUNICATIONS INC. for an amended Certificate of Authority to transact business in this State, duly signed and verified pursuant to the provisions of the North Dakota Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in me by law, hereby issues this amended Certificate of Authority to NEWVECTOR COMMUNICATIONS, INC. to transact business in this State under the name of U S WEST NEWVECTOR GROUP, INC. and attaches hereto a duplicate original of the application for such amended certificate.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol in the City of Bismarck, this 5th day of December A. D., 1986

Ben Meier Secretary of State

By _____ Deputy

File No. 10,837-F

Foreign Corporation
SUBMIT DUPLICATE ORIGINALS

File No. 10,837-P
Fee: \$40.00

Application For
AMENDED CERTIFICATE OF AUTHORITY

TO THE SECRETARY OF STATE
State of North Dakota, Bismarck, N.D.

Pursuant to the provisions of Chapter 10-22 of the North Dakota Business Corporation Act, the undersigned corporation hereby applies for an Amended Certificate of Authority to transact business in your State, and for that purpose submits the following statements:

1. A Certificate of Authority was issued to the corporation by your office on November 16, 1983, authorizing it to transact business in your State under the name of NewVector Communications, Inc.
2. The corporate name of the corporation has been changed to U S WEST NewVector Group, Inc.
(If name has not been changed, insert words "No Change")
3. The corporate name of this corporation is the same as, or deceptively similar to the name of a domestic corporation, or a domestic limited partnership existing under the laws of North Dakota, or of a foreign corporation or foreign limited partnership authorized to transact business in North Dakota, or a name the exclusive right to which is reserved, or a fictitious name or trade name registered in North Dakota. Therefore, attached to this application for certificate of authority is one of the following:
(Check one.) N/A
 - A resolution of the board of directors adopting a trade name for use in transacting business in this state, together with an application and all requirements to register such trade name.
The trade name adopted is _____
 - Written consent of the corporation or other holder of a reserved or registered name, together with a filing fee of \$10.
 - A certified copy of a final decree of a court of competent jurisdiction establishing the prior right of this corporation to the use of the name in North Dakota.
4. The name of this corporation does not contain the word "corporation", "company", "incorporated", or "limited", or an abbreviation of one of these words. The name of the corporation with one of these words or abbreviations it elects to add for use in North Dakota is N/A

(over)

BEN MEIER
SEC. OF STATE
DEC 4 10 57 AM '83

191730

5. It desires to pursue in the transaction of business in your State other or additional purposes than set forth in its prior application for a Certificate of Authority, as follows: No change
(If purposes not changed, insert words "No Change")

6. This application is accompanied by a certified statement of amendment duly authenticated by the proper officer of the state or country where the corporation is incorporated.

We the undersigned have read the foregoing application, know the contents thereof, and verily believe the statements made therein to be true.

Dated: November 3, 19 86

By [Signature]
John P. Scully, Vice President & Associate
General Counsel

And [Signature]
Richard J. Busch, Assistant Secretary

Certificate No. 1623

Filed: Dec: 5, 19 86

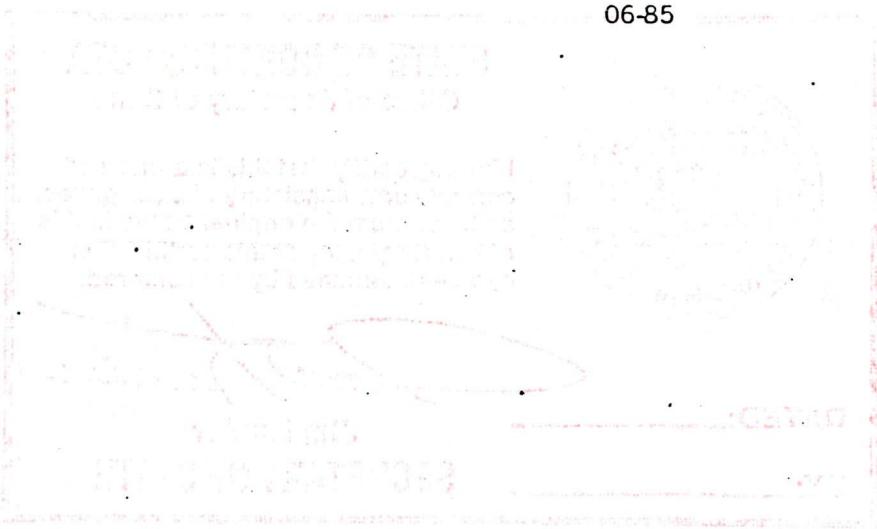
Receipt No. 83862-5 Filed By: [Signature]

[Signature]

Secretary of State

By _____
Deputy

06-85





STATE OF NORTH DAKOTA
Office of Secretary of State

I hereby certify that this is a true and correct copy, consisting of 7 pages, as taken from the original on file in this office. Originality of this certification can be determined by the color red.

A handwritten signature in red ink, which appears to read "Jim Kuslor".

DATED: 3-19-91

Jim Kuslor

BY: m

SECRETARY OF STATE

State of North Dakota



C E R T I F I C A T E O F G O O D S T A N D I N G
O F

U S WEST NEWVECTOR GROUP, INC.

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that U S WEST NEWVECTOR GROUP, INC., a CO corporation, authorized to transact business in the State of North Dakota on November 16, 1983, and according to the records of this office as of this date, has paid all fees due this office as required by North Dakota statutes governing foreign corporations.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing to

U S WEST NEWVECTOR GROUP, INC.

Dated: March 19, 1991

A handwritten signature in black ink, reading "Jim Kusler", is written over a white rectangular area.

Jim Kusler
Secretary of State

EXHIBIT G

NORTH DAKOTA PUBLIC SERVICE COMMISSION
CORPORATE NAME DATABASE FROM THE OFFICE OF THE SECRETARY OF STATE

Generated August 1, 1994 at 9:22 AM

END GRAIN ELEVATOR COMPANY
TELECOMMUNICATIONS COMPANIES

CURRENT BADLANDS CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP
ENGLEWOOD CO 80111

TYPE OF CHANGE	DATE	TIME	
ADDED PARTNER	940630	112513	OLD
			NEW

CURRENT CENTRAL DAKOTA CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP
ENGLEWOOD CO 80111

TYPE OF CHANGE	DATE	TIME	
ADDED PARTNER	940630	103554	OLD
			NEW

CURRENT COMMUNICATIONS GATEWAY NETWORK, INC.
IRVING TX 75039

TYPE OF CHANGE	DATE	TIME	
STATUS	940623	160825	OLD NOT GOOD STANDINGS
			NEW ACTIVE

CURRENT COMPUTER INTEGRATED COMMUNICATIONS, INC.
POTOMAC MD 20854

TYPE OF CHANGE	DATE	TIME	
STATUS	940706	220306	OLD ACTIVE
			NEW NOT GOOD STANDINGS

CLASSIFICATION TELECOMMUNICATIONS COMPANIES

Page Number: 3

U S WEST NewVector Group, Inc.
3350 161st Avenue S.E.
P.O. Box 7329
Bellevue, Washington 98008-1329
206 747-4900



USWEST
NEWVECTOR GROUP

via EXPEDITED MAIL

May 22, 1991

Mr. Patrick Fahn
Public Utilities Division
Public Service Commission
State Capitol
Bismarck, ND 58505

Re: North Dakota RSA No. 3 Limited Partnership

Dear Mr. Fahn:

During my testimony yesterday at the Show Cause hearing regarding North Dakota RSA No. 3 Limited Partnership, I stated that the performance bond, in the requested amount of \$42,000, would be filed by the end of the week.

Enclosed please find the completed performance bond.

If you have any questions, please contact me at 206-644-4955.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Vena Rhea Smith".

Vena Rhea Smith
General Manager,
Corporate Governance

Enclosure

VRS

cc: Daniel S. Kuntz (w/Enclosure)



Public Service Commission
State of North Dakota

COMMISSIONERS

Dale V. Sandstrom
President
Bruce Hagen
Leo M. Reinbold

State Capitol
Bismarck, North Dakota 58505
701-224-2400
Toll Free in ND 800-932-2400
FAX 701-224-2410

Secretary, Janet A. Elkin

April 23, 1991

Ms. Vena Rhea Smith
General Manager, Corporate Governance
U S WEST NewVector Group, Inc.
P. O. Box 7329
Bellevue, Washington 98008-1329

Dear Ms. Smith:

Based on the information concerning number of customers, types of prepayments and numbers of customers making each type of prepayment, the escrow fund or performance bond for North Dakota RSA 3 Limited Partnership will be \$41,730, or rounded off to \$42,000.

If you have any questions, please call.

Sincerely,

A handwritten signature in cursive script that reads "Patrick J. Fahn".

Patrick J. Fahn, Chief Engineer
Public Utilities Division

pjf/sdh

U S WEST NewVector Group, Inc.
3350 161st Avenue S.E.
P.O. Box 7329
Bellevue, Washington 98008-1329
206 747-4900



USWEST
NEWVECTOR GROUP

via EXPEDITED MAIL

April 22, 1991

Mr. Patrick Fahn
Public Utilities Division
Public Service Commission
State Capitol
Bismarck, ND 58505

Re: North Dakota RSA No. 3 Limited Partnership

Dear Mr. Fahn:

During our telephone conversation last week you requested additional information relating to the 650 customers projected to be on the North Dakota RSA No. 3 system at the end of the third year of operation. The information is to be used in determining the amount of the required performance bond.

It is estimated that 30 percent of the 650 customers will purchase annual contracts with the remaining 70 percent purchasing month-to-month contracts. The estimated percentage of customers choosing the other prepaid items are as follow:

<u>Prepaid Item</u>	<u>% of Customers</u>
Directory Listing	10%
Wide Area Calling	80%
Message Center	10%

If you have any questions or need additional information, please contact me at 206-644-4955.

Very truly yours,

A handwritten signature in blue ink that reads "Vena Rhea Smith".

Vena Rhea Smith
General Manager,
Corporate Governance

U S WEST NewVector Group, Inc.
3350 161st Avenue S.E.
P.O. Box 7329
Bellevue, Washington 98008-1329
206 747-4900



USWEST
NEWVECTOR GROUP

via EXPEDITED MAIL

April 15, 1991

Mr. Patrick Fahn
Public Utilities Division
Public Service Commission
State Capitol
Bismarck, ND 58505

Re: North Dakota RSA No. 3 Limited Partnership

Dear Mr. Fahn:

Per our telephone conversation on April 8, 1991, I am providing the following information in response to your questions relating to North Dakota RSA No. 3 Limited Partnership ("Partnership").

1. Expected number of customers at the end of the third year of service.

650 customers at year-end 1993.

2. Kind of prepayments and amounts required of customers.

(a) Monthly access for retail cellular service. See attached Service Pricing Sheet for amounts.

(b) Wide Area Calling (WAC) for toll free calling zone. Amount: \$5.99.

(c) Message Center Alert. Amount: \$6.95.

(d) Directory Listing. Amount: \$2.75.

3. Rates and types of services offered to customers.

See attached Service Pricing Sheet.

Mr. Patrick Fahn
April 15, 1991
Page Two

As we discussed last week, the Partnership will submit a performance bond upon notification from the Commission of the required amount. During our conversation you indicated that you would provide some information regarding performance bonds. I would appreciate receiving this information at your earliest convenience.

If you have any questions or need additional information, please contact me at 206-644-4955.

Very truly yours,



Vena Rhea Smith
General Manager,
Corporate Governance

Enclosure

VRS

cc: Joe O'Neil (w/Enclosure)



Public Service Commission
State of North Dakota

COMMISSIONERS

Dale V. Sandstrom
President
Bruce Hagen
Leo M. Reinbold

State Capitol
Bismarck, North Dakota 58505
701-224-2400
Toll Free in ND 800-932-2400
FAX 701-224-2410

Secretary, Janet A. Elkin

April 10, 1991

Vena Rhae Smith 206-644-4955
U S WEST NewVector Group, Inc.
P. O. Box 7329
Bellevue, Washington 98008-1329

Dear Vena:

Enclosed is a copy of a Performance Bond which you need to complete when requiring prepayments from customers.

If you have any questions, feel free to call us.

Sincerely,

A handwritten signature in cursive script, reading "Sharon Helbling".

Sharon Helbling, Secretary
Public Utilities Division

sdh

Enclosure

U S WEST NewVector Group, Inc.
3350 161st Avenue SE
P. O. Box 7329
Bellevue, Washington 98008-1329
206 644-7960

Cellular 206 947-0590

Joseph C. O'Neil
Vice President, General Counsel
& Secretary



USWEST
NEWVECTOR GROUP

April 4, 1991

Sharon Helbling, Secretary
Public Utilities Division
Public Service Commission
State Capitol
Bismarck, North Dakota 58505

Re: North Dakota RSA No. 3 Limited Partnership

Dear Ms. Helbling:

This letter is written to inform the North Dakota Public Utilities Commission (the "Commission") that on December 12, 1990 North Dakota RSA No. 3 Limited Partnership ("Partnership") started providing cellular mobile radio service within the North Dakota No. 3 Rural Service Area ("RSA"), as defined by the Federal Communications Commission ("FCC") which includes the counties of Pembina, Walsh, Nelson, Griggs, Steele, Traill, Barnes, LaMoure, Dickey, Ransom, Sargent and Richland. The Partnership was awarded a covering license by the FCC to serve the North Dakota RSA No. 3 RSA on January 15, 1991.

It has been brought to the attention of the Partnership's General Partner, U S WEST NewVector Group, Inc. ("NewVector"), that North Dakota Regulation 69-09-05-04 requires resellers to register with the Commission. Since the Partnership does resell its cellular service, it is hereby submitting the necessary registration information. The Partnership apologizes for any inconvenience that a late registration may cause the Commission.

The Partnership hereby submits an Annual Report of Telecommunications Reseller for the year ended December 31, 1990 as the form used for requesting certification by the Commission.

In support of its request for certification, the Partnership also encloses the following documentation.

- Exhibit A A List of All Partners
- Exhibit B Copy of the Limited Partnership Agreement
- Exhibit C Certified Copy of the Delaware Certificate of Limited Partnership
- Exhibit D North Dakota Certificate of Fact of North Dakota RSA No. 3 Limited Partnership

Sharon Helbling, Secretary
April 4, 1991
Page Two

The following corporate papers pertaining to NewVector, the Partnership's General Partner, are also enclosed.

- Exhibit E Certified Copy of the Restated Articles of Incorporation
- Exhibit F Certified Copy of the North Dakota Application for Certificate of Authority filed November 16, 1983 and Amended Certificate of Authority issued December 5, 1986
- Exhibit G North Dakota Certificate of Good Standing

It is also the Partnership's understanding that since it requires prepayment for service the Partnership may either submit a performance bond in an amount specified by the Commission or establish an escrow account in North Dakota. The Partnership wishes to advise the Commission it will submit a performance bond upon notification by the Commission of the required amount.

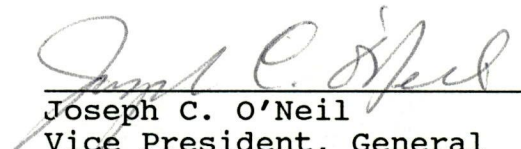
The Partnership requests that the Commission accept its reseller registration application by the Partnership for the North Dakota No. 3 RSA.

Please contact the undersigned if further information is needed in connection with any further matters concerning this request.

Respectfully submitted,

NORTH DAKOTA RSA NO. 3
LIMITED PARTNERSHIP

BY:


Joseph C. O'Neil
Vice President, General
Counsel & Secretary
U S WEST NewVector Group, Inc.
General Partner
3350 161st Ave SE
P.O. Box 7329
Bellevue, WA 98008-1329
206-644-7960

3/14/91

NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP
NORTH DAKOTA #3 - Barnes

INTEREST

GENERAL PARTNER

U S WEST NewVector Group, Inc. 7.72%
3350 161st Avenue SE
Bellevue, WA 98008
ATTN: John P. Scully, VP-External Affairs
Phone# 206-644-7959
FAX# 206-562-5938

LIMITED PARTNERS

Contel of North Dakota, Inc. 7.69%
c/o Contel Cellular Inc.
223 Perimeter Center Parkway, Suite 400
Atlanta, GA 30346
ATTN: Wm. Mark Sturm
Phone# 404-804-3413
FAX# 404-804-3494

Red River Cellular of North Dakota Limited Partnership 84.59%
c/o Cellular, Inc.
5990 Greenwood Plaza Boulevard, Suite 300
Englewood, CO 80111
ATTN: Tom Flaherty
Phone# 303-694-3234
FAX# 303-694-3293

AGREEMENT
ESTABLISHING
THE
NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP

among

U S WEST NEWVECTOR GROUP, INC.

and

CONTEL OF NORTH DAKOTA INC.

and

RED RIVER CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP

Dated: August 4, 1989

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AGREEMENT ESTABLISHING

NORTH DAKOTA RSA NO. 3

LIMITED PARTNERSHIP

THIS AGREEMENT is made as of the 4 day of ^{August} ~~July~~, 1989, by and among U S WEST NEWVECTOR GROUP, INC., a Colorado corporation, whose address is 3350 161st Avenue, S.E., Bellevue, Washington 98008 ("NewVector"), as General Partner, CONTEL OF NORTH DAKOTA INC., a corporation organized and existing under the laws of the State of North Dakota, whose address is c/o Contel Cellular Inc., 9000 Central Park West, Ste. 700, Atlanta, GA 30328 ("Contel"), RED RIVER CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP, organized and existing under the laws of the State of Colorado, whose address is 5990 Greenwood Plaza Boulevard, Suite 300, Englewood, Colorado 80111 ("Red River"), as Limited Partners. The General Partner and the Limited Partners are herein sometimes collectively referred to as the "Partners".

WITNESSETH

WHEREAS, the Federal Communications Commission ("FCC") in its Cellular Orders (the "Orders") in Cellular Communications Systems, 86 FCC 2d 469 (1981) as modified, stated that (a) a pressing need exists for expeditious implementation of cellular service, (b) one of the two frequency allocations for providing cellular service within designated metropolitan areas would be assigned to a wireline carrier having an exchange presence in that metropolitan area, (c) it expected that the wireline carriers would commence providing cellular service promptly, and (d) it strongly urged wireline carriers eligible and desiring to provide cellular service in any such

designated metropolitan area to reach mutually acceptable arrangements to provide such service; and

WHEREAS, the parties desire to further the objectives of the FCC set forth in its orders by reaching mutually acceptable arrangements to expeditiously provide cellular service to the public and believe that this Agreement, as so encouraged by the FCC, is consistent with the FCC's cellular communications policy and is lawful and in the public interest; and

WHEREAS, each of the undersigned carriers are wireline carriers or affiliates of wireline carriers eligible for cellular system band "B" frequencies as defined by the FCC in its rule, Section 22.902(b), in the Rural Service Area listed in Appendix "D" (the "RSA").

NOW THEREFORE, in furtherance of the FCC's policy in this regard the Parties hereby mutually agree that:

ARTICLE I

FORMATION OF LIMITED PARTNERSHIP

1.1 Formation. The Partners mutually covenant and agree and hereby do form a limited partnership (the "Partnership") pursuant to the provisions of the Delaware Limited Partnership Act, in accordance with the further terms and provisions hereof, with the Partnership commencing upon the filing of a Certificate of Limited Partnership in the applicable office of the State of Delaware, in the form attached hereto as Appendix "B" or in such other form as the General Partner may deem advisable in compliance with the Delaware Limited Partnership Act (the "Certificate").

1.2 Name, Registered Office and Agent.

(a) The name of the Partnership is North Dakota RSA No. 3 Limited Partnership and its business shall be carried on in this name with such variations and changes as the General Partner deems necessary to comply with requirements of the jurisdictions in which operations are conducted or as the General Partner deems necessary to change for any reasonable business purpose.

(b) The address of the registered office and the name and address of the registered agent for service of process to be maintained pursuant to Section 17-104 of the Delaware Limited Partnership Act are Corporation Trust Company, 100 West 10th Street, Wilmington, Delaware, or at such other address and agent as the General Partner may from time to time select, upon prior written notice to the Limited Partners.

1.3 Business Purpose. The purpose of the Partnership shall be to fund, establish and provide Cellular Service and to perform all other lawful acts as may be necessary or advisable with regard thereto. It is understood and agreed that Cellular Service provided by the Partnership shall initially be limited to that certain Cellular Geographic Service Area which is defined as the "CGSA" in Article II hereof and which is generally located within the boundaries of the RSA, but may, subject to the provisions of this Agreement, be expanded to include other areas.

1.4 Effectiveness of the Agreement. This Agreement shall become effective on the date first above written; provided, however, the continuation of this Agreement shall be subject to the issuance of authorization by the Partnership to construct and provide Cellular

Service within the RSA. The Partners agree to use their best efforts to obtain such authorization.

ARTICLE II

DEFINITIONS

2.1 Acquisition Costs. All actual costs of acquiring an asset plus any interest cost properly capitalizable in accordance with the Financial Accounting Standards Board - Standard 34.

2.2 Affiliate. A person, association, copartnership, partnership, corporation or joint-stock company or trust (hereinafter "person") that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with another person. Control shall be defined as (i) ownership of a majority of the voting power of all classes of voting stock or (ii) ownership of a majority of the beneficial interests in income and capital of an entity other than a corporation.

2.3 Agreement This Agreement Establishing North Dakota RSA No. 3 Limited Partnership.

2.4 Capital Contribution. Funds paid or contributed to the Partnership for the purchase of the Partnership Interests issued pursuant to Article V, in the amount and manner as set forth for the General Partner and the Limited Partners in Appendix "A" to this Agreement and as supplemented from time to time pursuant to Sections 5.2 and 5.3 hereto.

2.5 Cellular Service. Any and all service authorized by the FCC under Part 22 of its cellular rules as promulgated under the Cellular Radio Decisions, as modified or amended from time to time,

and provided pursuant to the terms of this Agreement.

2.6 CGSA. The Cellular Geographic Service Area designated in the attached Appendix "C", as amended from time to time in accordance with the terms of this Agreement, and which is generally contained within the boundaries of the RSA and which constitutes the geographical limits of the area in which Cellular Service will be provided hereunder.

2.7 General Partner's Interest. The Partnership Interest of the General Partner.

2.8 Income and Losses. The income and losses of the Partnership for Federal income tax purposes as the close of the Partnership's fiscal year or any other fiscal period, as well as where the context requires each Federal tax item of capital gain or loss, tax preference and credits.

2.9 Initial Capital Account Amount. The respective amounts initially credited to the capital account established for the General Partner and the Limited Partners pursuant to Section 5.1, which amounts equal the sum of the amount of cash contributed as provided in Section 5.3.

2.10 LEC Company. Red River Cellular, Inc., any shareholder or Affiliate of any shareholder of Red River Cellular, Inc., or any Limited Partner, Affiliate of a Limited Partner or Limited Partner of Red River which provides local exchange telephone service within the RSA shall be an LEC Company hereunder. NewVector is also recognized as an LEC Partner through its affiliation with U S WEST Communications which also provides local exchange telephone service

within the RSA.

2.11 Limited Partner's Interest. The Partnership Interest of a Limited Partner.

2.12 Partnership. The limited partnership formed pursuant to this Agreement.

2.12 Partnership Interest. The entire ownership interest of the General Partner or a Limited Partner in the Partnership at any particular time determined by the ratio which the General Partner's or any such Limited Partner's Capital Contribution bears to the aggregate Capital Contributions of the General Partner and the Limited Partners. Such interest includes, without limitation, the interest of the General Partner or any such Limited Partner to participate in the Partnership's Income and Losses.

2.13 RSA. The Rural Service Area designated in the attached Appendix "D".

ARTICLE III

REGULATORY MATTERS

3.1 Contingency. The permits or licenses to be issued by regulatory authorities in connection with the provision of Cellular Service may be contingent during the pendency of litigation or regulatory action concerning the present wireline allocation; however, the pendency of such litigation or regulatory action shall not affect the Partners' obligations under this Agreement.

3.2 Cooperation. The Partners pledge their best efforts and mutual cooperation to permit the Partnership to (i) implement expeditiously Cellular Service and to provide Cellular Service and (ii) obtain all necessary approvals to provide Cellular Service.

the date when Cellular Service can first be offered to the public depends upon, among other items, the time required to obtain wireline cellular licenses for providing such Cellular Service and other Federal, state and local approvals and the time required to construct and test the cellular system, taking into account the General Partner's construction schedule and the cellular system manufacturer's schedule.

ARTICLE IV

PARTNERSHIP OPERATIONS

4.1 Management and Operating Services. The General Partner, on behalf of the Partnership, shall carry out the Partnership's responsibility to provide Cellular Service, including obtaining interconnection with the landline network, operating and maintaining the Cellular Service system and marketing Cellular Service. The Partners hereto agree that the General Partner shall perform all activities and/or functions as the General Partner may deem necessary or appropriate to market, sell, establish, operate, maintain and manage the Cellular Service system. In accordance with Section 3.2 and subject to Section 10.1, the Limited Partners agree to aid the General Partner in the performance of such activities and functions.

The General Partner shall, at reasonable cost to the Partnership, provide management and accounting services to the Partnership consisting of, but not limited to, maintaining books of record, opening bank accounts, preparing accounting reports (in accordance with generally accepted accounting principles, as varied

by appropriate regulatory authorities) and other records or reports necessary to meet regulatory and legal filings, as the General Partner may deem necessary or appropriate.

4.2 Operating and Management Expenses. The General Partner shall be reimbursed by the Partnership monthly or such other longer periods as it deems appropriate for any reasonable and necessary expenses incurred by the General Partner on behalf of the Partnership in providing Cellular Service plus reasonable and necessary administrative and general overhead expenses, including, but not limited to, marketing, maintenance, message charges, facilities, engineering, data processing, legal, accounting and audit fees, development and implementation of billing procedures, expenses of preparing tax returns and reports, taxes, travel, office rent, telephone, salaries (including social security, relief, pensions and other benefits), interest and other incidental business expenses incurred by the General Partner on behalf of the Partnership in connection with the provision of Cellular Service. To the extent funds are expended by the General Partner which are to be reimbursed to it by the Partnership, the same shall be treated as a loan from the General Partner to the Partnership in accordance with Section 7.1(e), with the loan commencing at the time of expenditure and terminating at the time of reimbursement.

4.3 Ownership of Properties. The Partnership shall acquire and hold in its name, directly or through license, all real and personal property, equipment and other assets required to provide Cellular Service.

4.4 Licenses. The General Partner shall, on behalf of the Partnership and consistent with Section 14.1, (a) cause to be transferred to the Partnership's name all licenses, permits or other regulatory approvals necessary to provide Cellular Service; (b) if other local, state or federal incenses, permits, certificates of convenience, franchises or other approvals or authorities are necessary to provide Cellular Service, make application to the appropriate authority.

ARTICLE V

CAPITALIZATION OF PARTNERSHIP

5.1 Initial Capital Contributions. Initial Capital Contributions shall be as set forth in Appendix "A" hereto. Such initial Capital Contribution shall result in the following respective Partnership Interests for the Partners:

- (A) 7.72% for NewVector as General Partner;
- (B) 7.69% for Contel as Limited Partner and
- (C) 84.59% for Red River as Limited Partner.

Initial Capital Contributions shall be made within sixty (60) calendar days of receipt of written requests by the General Partner; provided, however, that no initial Capital Contributions shall be made prior to issuance by the FCC of a construction permit to the Partnership. Capital Contributions may only be requested by the General Partner as they are needed to meet the financial obligations of the Partnership and operating and management expenses as set forth in Section 4.2. The Limited Partners shall notify the General Partner within ten (10) calendar days after receipt of such requests,

each notice stating whether or not the Limited Partner intends to make the requested initial Capital Contribution. The Partners understand that the contribution schedule set forth in Appendix A hereto is intended for the purpose of this Agreement only and that the schedule may not reflect the full level of expenditures (or Capital Contributions) appropriate for regulatory purposes. If a Partner shall fail to make any portion of its initial Capital Contribution, it shall be deemed to have withdrawn from the Partnership and its interest terminated, with any remaining positive balance in its capital account returned within ninety (90) business days of the date of the failure to contribute. The Partnership Interest of the remaining Partners shall be correspondingly adjusted to reflect such deemed withdrawal.

5.2 Additional Capital Contributions. From time to time additional capital may be required to be invested by the Partnership to fund expansion or operation of Cellular Service. In the event the General Partner determines that additional capital is so needed, each Partner shall be entitled to provide all (but not part of) its share of additional capital in proportion to its then current Partnership Interest. This additional funding is due and payable on the date set forth in the written notice requesting an additional Capital Contribution given by the General Partner, provided that the first due date shall not be less than sixty (60) business days from the date of the notice. Should any Partner decline to make such additional Capital Contribution when due, some or all of the other Partners may contribute pro rata, according to their then current

respective Partnership Interest, an aggregate amount equal to the additional Capital Contribution declined by the nonparticipating Partner(s), thereby increasing that Partner's Partnership Interest in proportion to other Partners' Partnership Interests (it being understood that the General Partner may make such additional Capital Contribution as a Limited Partner, if it desires). In such event, the Partnership Interest of a nonparticipating Partner shall be diluted accordingly and such Partner shall be limited in its right to provide future additional capital in proportion to its Partnership Interest as so revised.

5.3 Form of Capital Contributions. Funding of both initial and additional Capital Contributions to the Partnership shall be in cash and not real or personal property. Other expenses, including FCC license application, shall not be reimbursed if incurred prior to December 8, 1988. For the purposes of both the initial and additional Capital Contributions, the payment by the General Partner of the Partnership's operating expenses may at its election be deemed Capital Contributions.

5.4 Additional Limited Partners. In providing Cellular Service within the RSA, the General Partner may invite one or more persons to become additional limited partners hereunder subject to approval by all Limited Partners, such approval not to be unreasonably withheld. The Limited Partners hereby consent to amend this Agreement and the Certificate to reflect any such inclusion. In the event of any such addition (i) the new Limited Partner shall participate in the Partnership on the same terms and conditions as described herein (or

as hereafter amended), and (ii) the Partnership Interests of the other Partners shall be adjusted according to their then current respective Partnership Interests.

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

6.1 Capital Accounts. A capital account shall be established for each Partner in such Partner's Initial Capital Account Amount. Such capital account shall be increased to reflect allocable shares of income and gain and additional Capital Contributions pursuant to Section 5.2 and 5.3, and decreased to reflect the distributable share of deduction, expense and loss and distributions made by the Partnership to such Partner.

6.2 Tax Allocations Among Partners. All items of income, gain, loss, deduction and credit (including items of tax preference) of the Partnership for Federal income tax purposes shall be apportioned ratably to each day of the Partnership's taxable year and each day's share of such items shall be allocated to the Limited Partners and to the General Partner in proportion to their respective Partnership Interest on such days.

6.3 Distributions. Funds of the Partnership from all sources, less appropriate reserves as are determined by the General Partner to be reasonably necessary for future administrative and operating expenses, loan payments and other costs and expenses and contingencies, shall be distributed on a fiscal quarterly basis as soon as practicable after the end of each quarter. Each distribution pursuant to this Section 6.3 shall be made to the Partners in

proportion to their respective Partnership Interests at the time of distribution.

ARTICLE VII
RIGHTS AND POWERS OF PARTNERSHIP,
GENERAL PARTNER AND LIMITED PARTNERS

7.1 Partnership Powers. In furtherance of the business purpose specified in Section 1.3, the Partnership, and the General Partner on behalf of the Partnership, shall be empowered to do or cause to be done any and all acts reasonably deemed by the General Partner to be necessary or appropriate in furtherance of the purposes of the Partnership or forbear from doing any act if the General Partner reasonably deems such forbearance necessary or appropriate in furtherance of the purposes of the Partnership, including, without limitation, the power and authority:

(a) To enter into, perform and carry out contracts and agreements of every kind necessary or incidental to the accomplishment of the Partnership's purposes, including, without limitation, contracts and agreements with the General Partner and Affiliates of the General Partner, provided it is on terms no less favorable than could be obtained from a non-affiliated third party, and to take or omit such other or further action in connection with the Partnership's business as may be necessary or desirable in the opinion of the General Partner to further the purposes of the Partnership; provided, however, that any transaction between the Partnership and Partners or their Affiliates shall be documented and shall become part of the records of the Partnership;

(b) To borrow from banks and other lenders on such terms and conditions as shall be approved by the General Partner and to secure any such borrowings by mortgaging, pledging or assigning assets and revenues of the Partnership to the extent deemed necessary or desirable by the General Partner;

(c) To invest such funds as are temporarily not required for Partnership purposes in short-term debt obligations selected by the General Partner, including government securities, certificates of deposit of commercial banks (domestic or foreign), commercial paper, bankers' acceptances and other money market instruments;

(d) To determine what aspects of Cellular Service the Partnership should engage including whether or not to engage or continue to engage in retail reselling of Cellular Service;

(e) To loan funds to the Partnership, provided that such loans may not bear interest or charges in excess of the amount which would be charged to the Partnership on a recourse basis by unrelated banks on comparable loans for the same purpose; and provided that if the General Partner negotiates permanent debt financing for the Partnership, thirty (30) calendar days notice of said loan(s) must be given to the Limited Partners before such action may be taken; and

(f) To carry on any other activities necessary to, in connection with or incidental to any of the foregoing.

7.2 Powers of the General Partner. In addition to those powers vested pursuant to Section 7.1, the General Partner hereby is vested with the power to:

(a) Manage, supervise and conduct the affairs of the

Partnership;

(b) Make all investigations, evaluations and decisions, binding the Partnership thereby, that may be necessary or appropriate in connection with the business purposes of the Partnership;

(c) Make any and all tax elections, including, but not limited to, the method of accounting to be elected for tax purposes of the Partnership and whether or not to make an election pursuant to Section 754 of the Internal Revenue Code to adjust for Federal income tax purposes the basis of Partnership property upon the transfer of a Partner's interest, the death of any individual Partner or the distribution of Partnership property;

(d) Incur obligations or make payments on behalf of the Partnership in its own name or in the name of the Partnership;

(e) Execute all instruments of any kind or character which the General Partner in its discretion shall deem necessary or appropriate in connection with the business purposes of the Partnership;

(f) From time to time increase the coverage area of Cellular Service within the CGSA or RSA or to apply for regulatory approval to expand the geographic area of the CGSA; and

(g) Establish bank accounts, collect customer payments, and other cash receipts, disburse cash and make other payments. All such activities may be done in the name of the General Partner or the Partnership as the General Partner deems appropriate. Such funds collected or disbursed may be handled by the General Partner collectively with other funds of the General Partner, provided that the General Partner keeps accurate books of record and account so as

to ascertain the cash balances of the Partnership.

7.3 Rights of the Limited Partners. Each Limited Partner shall have the right to:

(a) At its cost inspect and copy, upon ten (10) business days' notice to the General Partner, any and all of the Partnership books of record, accounting records, financial statements or other records or reports at the place or places such records are kept, which records shall include but not be limited to copies of:

(i) the Partnership's federal, state and local tax returns;

(ii) a current list of the name and last known business, residence or mailing address of each Partner;

(iii) this Agreement and the Certificate and all amendments thereto, together with executed copies of any powers of attorney pursuant to which this Agreement and the Certificate and any amendments thereto have been executed;

(iv) true and full information regarding the amount of cash which each Partner has agreed to contributed in the future, and the date each became a Partner;

(v) any books of record of the General Partner that pertain to the General Partner's allocation of overhead expenses and rate of return; and

(vi) all agreements, contracts or instruments of any kind entered into by the General Partner on behalf of the Partnership.

and such other information as may be provided for under Section 17-305 of the Delaware Limited Partnership Act;

(b) Whenever circumstances render it just and reasonable, have a formal account of Partnership affairs;

(c) Audit, at its own expense and once every calendar year, the Partnership books of record, accounting records and financial

statements of the Partnership;

(d) Have dissolution and winding up by decree of court when permitted under the Delaware Limited Partnership Act; and

(e) Vote in accordance with the terms and provisions of this Agreement.

7.4 Right to Build Independent Cell.

(a) Notwithstanding Sections 8.8 and 10.4, should any part of the RSA not be part of the CGSA within eighteen (18) months from the date of the FCC's grant of the Partnership's construction permit for the approved system, then any LEC Company may at any time request the General Partner to have such area made part of the CGSA. If the General Partner agrees to such a request, then the expenses of the newly added area shall be borne by the Partnership and the area shall become part of the CGSA, subject to receipt of any required regulatory approvals and authorizations. Should the General Partner decline on behalf of the Partnership to bear such expenses, the LEC Company may, by written notice to all Partners request that it be permitted to build such cell at its own expense. If the General Partner and the holders of a majority of the Partnership Interests held by the Limited Partners approve of such action in writing within ninety (90) business days of such request, the LEC Company may seek such FCC and other regulatory authority as may be required to put into operation appropriate cell site(s) and related equipment within the RSA and, upon receipt of such approvals, to proceed to construct and operate the same, provided that;

(i) the cell site(s) are constructed to the same technical and aesthetic requirements as the other Partnership cell sites;

(ii) the cell site(s) shall not interfere with the cell site(s) of the Partnership;

(iii) the cell site(s) shall be operated continuously and shall remain in good working order;

(iv) the cell site(s) are switched off the same switch or switches as the Partnership cell sites unless otherwise agreed to by the holders of 85% of the Partnership Interests;

(v) the FCC license for the additional cell site(s) shall remain with the Partnership and will not be separately licensed unless otherwise unanimously agreed to by the Partners and the applicable regulatory authorities;

(vi) the cell site(s) complies with such other reasonable requirements that the Partnership may require the protection of the system as a whole; and

(vii) the LEC Company agrees to be bound by the provisions of this Section 7.4.

(b) All revenue and expenses related to or allocable to the cell site(s) and related equipment shall be the responsibility of the LEC Company electing to place the site operation including all costs of making the applicable allocations. The area serviced by the LEC Company shall remain a part of the RSA and shall remain under the control of the Partnership to the extent necessary to comply with FCC regulations and subject to Section 7.4(a)(v), above.

(c) The LEC Company shall not transfer, assign, sell or exchange the additional cell site without complying with the provision of Section 11.1 hereof as if the cell site were an assignment of a Partnership Interest except that the Partnership shall initially have the right to exercise the right to first refusal. If it fails to do so the Partners shall have the right in the manner provided in Section 11.1. Subject to Section 7.4(a)(v), above, if the Partnership sells a system it shall have the right to

also sell all additional cell sites, provided the applicable LEC Company, or its assigns, approves the sale of its cell site at a value based upon the percentage of covered population served by the site relative to the total covered population in the RSA, times the total system sale price. If such cell site sale is not approved, the LEC Company shall retain ownership of the cell site, subject to the sale of the remainder of the system, including any and all rights of successor owners. If the value is approved or the LEC Company fails to disapprove the sale within thirty (30) calendar days from its receipt of the sale notice (including the computation of the value allocated to that cell site), the Partnership may sell the LEC Company's cell site at the value computed pursuant to the foregoing all of such is subject to applicable regulatory approval.

7.5 Ownership or Conduct of Other Business. Subject to the provisions of Sections 8.8 and 10.4 hereof the Partners may engage in or possess an interest in other business ventures of every kind and descriptions. Neither the Partnership nor any Partners shall have any rights by virtue of this Agreement in such independent business ventures or to the income or profits therefrom.

ARTICLE VIII

OBLIGATIONS OF GENERAL PARTNER

8.1 Duty of the General Partner. The General Partner shall at all times act in the best interests of the Partnership.

8.2 Conduct of Business. The General Partner shall manage and provide administrative services to the Partnership, and shall execute all contracts, agreements and instruments as the General Partner

reasonably may deem necessary or desirable to carry on the purpose of the Partnership.

8.3 Filings. The General Partner shall file all certificates, notices, statements or other instruments required by law for the formation, operation and termination of the Partnership and its business in all appropriate jurisdictions and shall prepare and file all necessary Partnership tax returns. The General Partners shall advise the Limited Partners of any elections under applicable tax laws that may affect Partnership Income or Losses.

8.4 Maintain Accounts. Pursuant to the provisions of this Agreement, the General Partner shall maintain or cause to be maintained capital accounts the books and records of the Partnership in respect of each Partnership Interest.

8.5 Financial Reports. The General Partner shall furnish annual audited Partnership financial statements examined by a recognized firm of independent certified public accountants and quarterly unaudited Partnership financial statements to the Limited Partners. Quarterly unaudited financial statements will be furnished to the Limited Partners within forty-five (45) business days after the close of each quarter and be certified by an officer of the General Partner. Year-end audited financial statements will be made available to the Limited Partners within sixty (60) business days after the close of the fiscal year.

8.6 Performance of Partnership Obligations. The General Partner shall use its best efforts to cause the Partnership to observe and perform each and every obligation under all agreements

and undertakings made by the Partnership or imposed on the Partnership by law or regulatory authority.

8.7 Resale of Cellular Service. Nothing herein shall preclude the General Partner or an Affiliate thereof from reselling Cellular Service or selling or leasing terminal equipment used in connection with Cellular Service independently from the Partnership, whether within or outside the RSA and whether or not it competes with the Partnership except General Partner or an Affiliate may not resell on the non-wireline system in the same market. Neither the General Partner nor any Affiliate thereof shall be funded or staffed by the Partnership for such provision of Cellular Service or resale activities, and any transactions between any such General Partner or Affiliate and the Partnership shall be on an arms-length basis and on prices, terms and conditions equivalent to the prices, terms and conditions of any agreements between the Partnership and other resellers of Cellular Service. In the event the General Partner resells, in competition with the Partnership and chooses to sell the acquired customer base to the Partnership, the General Partner must negotiate the terms and conditions of such sale with a majority vote of Limited Partner's Interest.

8.8 Cellular Service in Other Areas. Nothing herein shall preclude the General Partner or an Affiliate thereof from providing or participating in the provision of Cellular Service in areas other than the RSA. After the date of the expiration of the wireline five (5) year fill-in period, as specified by the FCC, nothing shall preclude the General Partner or an Affiliate thereof from providing

Cellular Service in areas within the RSA.

8.9 Tax Matters Partner. The General Partner is designated as the Partnership's "tax matters partner" as that term is defined in Section 6231 of the Federal Internal Revenue Code and is authorized to take all actions and execute all documents necessary or appropriate in fulfilling its duties as such.

ARTICLE IX

BANKING, ACCOUNTING, BOOKS AND RECORDS

9.1 Banking. All funds of the Partnership shall be deposited in a separate bank account or accounts as shall be established and designated by the General Partner. Withdrawals from any such bank account shall be made upon such signature or signatures as the General Partner may designate.

9.2 Maintenance of Books and Accounting. The General Partner shall keep or cause to be kept full and accurate accounts of the transactions of the Partnership in proper books of account in accordance with generally accepted accounting principles, as varied by appropriate regulatory authorities. Such books and records shall be maintained or available on notice at the principal place of business of the General Partner, and be made available for reasonable inspection, examination and copying by the Limited Partners or their respective duly authorized agents or representatives upon ten (10) business days' notice to the General Partner.

9.3 Fiscal Year; Partnership Tax Returns. The fiscal year of the Partnership shall begin on the 1st day of January in each year and end on the 31st day of December in each year, except to the

extent that Section 706 of the Federal Internal Revenue Code mandates a different tax year, in which event such fiscal year shall coincide with such mandated tax year. The General Partner shall cause to be filed the Federal income tax partnership return and all other tax returns required to be filed for the Partnership for all applicable tax years, and shall furnish as promptly as practicable a statement of each Limited Partner's allocated share of income, gains, losses, deductions and credits for such taxable year.

ARTICLE X

LIMITED PARTNERS

10.1 Limited Partners Not to Take Part in Business. The Limited Partners, acting in their capacity as a Limited Partner, shall not, except as otherwise provided in this Agreement, take part in, or interfere in any manner with, the conduct or control of the Partnership business, nor shall the Limited Partners have any right or authority to act for or bind the Partnership.

10.2 Limitation on Liability of Limited Partners. The liability of each Limited Partner to provide funds or any other property to the Partnership shall be limited to the amount of Capital Contributions which the Limited Partner makes or otherwise agrees to make pursuant to the provisions of Article V. The obligation of any Limited Partner to return any distributions previously made shall be as set forth in the statute governing this Agreement. Subject to the provisions of the Delaware Limited Partnership Act, the Limited Partner shall have no further liability to contribute money to the Partnership and shall not be personally liable for any obligations of

the Partnership.

10.3 Resale of Cellular Service. Nothing herein shall preclude any Limited Partner or an Affiliate thereof from being an agent or reselling Cellular Service or selling or leasing terminal equipment used in connection with Cellular Service independently from the Partnership, whether within or outside the RSA and whether or not the same competes with the Partnership except Limited Partner or an Affiliate may not resell or be an agent on the non-wireline system in the same market. Neither the Limited Partners nor any Affiliates thereof shall be funded or staffed by the Partnership for such provision of Cellular Service or as an agent or for resale activities, and any transactions between any such Limited Partner or Affiliate and the partnership shall be on an arms-length basis and on prices, terms and conditions equivalent to the prices, terms and conditions of any agreements between the Partnership and other resellers of Cellular Service.

10.4 Cellular Service in Other Areas. Nothing herein shall preclude any Limited Partner or an Affiliate thereof from providing or participating in the provision of Cellular Service in areas other than the RSA. After the date of the expiration of the wireline five (5) year fill-in period, as specified by the FCC, nothing shall preclude any Limited Partner or an Affiliate thereof from providing Cellular Service in areas within the RSA.

ARTICLE XI

TRANSFER OF PARTNERSHIP INTEREST

11.1 Limitation on Transfer; Right of First Refusal. Subject to

the additional restrictions on the Limited Partner set forth in Section 11.2 below, any Partner may transfer its Partnership Interest to an Affiliate at any time without any consent or restriction from the General Partner or any Limited Partner, except that notice of transfer shall be promptly given to all Partners and except that no transfer which would cause the Partnership to terminate for Federal income tax purposes shall occur without the prior written consent of the General Partner, with the General Partner having no obligation to provide such consent. Any other sale, exchange, transfer or assignment of the whole or any portion of any Partner's Partnership Interest shall require the prior written consent of the General Partner, which consent shall not be unreasonably withheld. Before any Partner transfers any part of its Partnership Interest except to a Affiliate of such Partner or pursuant to Section 13.2, it shall offer, by giving written notice to the Partnership, that interest to all of the other Partners for the price at which and the terms under which such proposed purchaser has offered in writing to pay for such interest. The General Partner, in turn, shall forward such notice to all Partners. Each Partner shall initially be entitled to purchase that fraction of the offering Partner's Partnership Interest equal to its Partnership Interest divided by the Partnership Interest of all non-selling Partners as a group. If any Partner declines to exercise its right of purchase hereunder, the other Partners electing to exercise that right shall be entitled to purchase that portion of the Partnership Interest intended to be sold that has been declined by the other Partner in amounts allocable determined pursuant to

reapplication of the principles set forth in this Section 11.1, excluding from consideration the Partnership Interests of the selling and declining Partners. Each non-selling Partner shall notify the General Partner and the selling Limited Partner, in writing, of its intention to exercise or not to exercise its purchase rights hereunder within thirty (30) calendar days following receipt of the offer of sale. The General Partner shall promptly notify each Limited Partner of the elections by the other Limited partners within ten (10) calendar days from the receipt of said elections. Subsequent written notifications, if necessary, shall be required within ten (10) calendar days after receipt by the Limited Partners which have not previously declined to exercise their rights of purchase, of their intentions with respects to that portion of the selling Partner's Partnership Interest still subject to a right of purchase.

11.2 Substitute Limited Partner. No assignee, purchaser or transferee of the whole or any portion of any Limited Partner's Interest shall have the right to become a substitute Limited Partner, unless:

(a) The transferring Limited Partner, except in the case of a transfer to an affiliate, has designated such intention in a written instrument of assignment, sale or transfer, a copy of which has been delivered to the General Partner;

(b) The transferring Limited Partner has, except in the case of a transfer to an affiliate, obtained the written consent of the General Partner, which consent shall not be unreasonably withheld;

(c) The person acquiring the Limited Partner's Interest has adopted and agreed in writing to be bound by all of the provisions hereof, as the same may have been amended;

(d) All documents reasonably required by the General Partner and the Delaware Limited Partnership Act to effect the substitution of the person acquiring the Limited Partner's Interest as a Limited Partner shall have been executed and filed at no cost to the Partnership; and

(e) Any necessary prior consents have been obtained from any regulatory authorities; provided, however, that subsection (b) above shall not apply in the case of an assignment or sale to an Affiliate of an assigning Partner.

11.3 Indemnification. Each Partner transferring a Partner's Interest hereby indemnifies the Partnership and the other Partners against any and all loss, damage or expense (including, without limitation, tax liabilities or loss of tax benefits) arising, directly or indirectly, as a result of any transfer or purported transfer in violation of any provision contained in this Article XI.

11.4 Allocation Subsequent to Transfer.

(a) The Income and Losses of the Partnership attributable to any Partnership Interest acquired by reason of the assignment of the Partnership Interest or substitution of a Partner with respect to that Interest shall be allocated between the assignor and assignee based upon the length of time during any fiscal year of the Partnership, as measured by the effective date of the assignment or substitution, that the Partnership Interest so assigned or with

respect to which there is a substitution was owned by each of them.

(b) The effective date of an assignment, sale or transfer of a Partner's Interest or any portion thereof under this Article XI shall be the first day of the calendar month following either the date on which written consent has been obtained from the General Partner as provided in Section 11.2(b), where no such consent is required, the date the General Partner receives written notice of the transfer.

ARTICLE XII

WITHDRAWAL BY LIMITED PARTNER

12.1 Withdrawal.

(a) Effective upon thirty (30) calendar days' written notice to each Partner, any Limited Partner may withdraw from the Partnership subject to any required regulatory approval.

(b) Any Limited Partner shall promptly withdraw from the Partnership upon the occurrence of default in performance by such Limited Partner of any obligation under this Agreement if such default shall not be corrected within sixty (60) calendar days after the same shall be called to the attention of such Limited Partner by the General Partner by written notice specifying the thing or matter in default and the General Partner chooses to insist upon such withdrawal. The General Partner shall notify each non-defaulting Limited Partner of such default in performance.

(c) Any Limited Partner shall be deemed to have withdrawn upon the bankruptcy or assignment for the benefit of creditors of such Limited Partner.

(d) Any Limited Partner shall be deemed to have withdrawn upon

failure by such Limited Partner to make its initial Capital Contribution pursuant to Section 5.1.

(e) Upon withdrawal, the Limited Partner so withdrawing shall, subject to the provisions of the Delaware Limited Partnership Act, receive a distribution from the Partnership in the amount of its capital account balance, except to the extent such Limited Partner's Partnership Interest has a fair market value less than its capital account balance in which event the distribution shall be equal to such fair market value (as determined by independent third party appraisers selected by the Partnership's regularly engaged accountants). Such distribution shall be payable upon the effective date of such withdrawal in cash except as provided for in Section 12.2.

(f) Upon withdrawal pursuant to (a), (b), (c) or (d) above, the proportionate Partnership Interests of the remaining Partners shall be increased pro rata to reflect such withdrawal.

12.2 Distribution on Withdrawal. Amounts payable to a withdrawing Limited Partner may be paid to such Limited Partner at the General Partner's option and consistent with regulatory and other legal constraints, in equal annual payments, including interest, over a period not to exceed three (3) years in order to provide the Partnership sufficient time to raise capital to replace that capital being withdrawn and to ensure the continued provision of Cellular Service. Such interest shall be calculated at a rate equal to one (1) point above the average daily prime interest rate for the year preceding the date on which a payment is made and which had been

charged on new borrowings by Citibank N.A., the Chase Manhattan Bank N.A. and Morgan Guaranty Trust Company of New York as applied to the outstanding balance due.

ARTICLE XIII

WITHDRAWAL OF GENERAL PARTNER

13.1 Withdrawal--With Notice.

(a) The General Partner shall not voluntarily withdraw as General Partner of the Partnership unless it has given the other Partners at least ninety (90) calendar days notice. The Partnership shall not be dissolved or its affairs wound up if during such ninety (90) calendar day period persons holding a majority of the Partnership Interests elect another Partner to become the substitute General Partner.

(b) Upon the election of a substitute General Partner the former General Partner shall become a Limited Partner for all purposes under this Agreement and the Certificate and all other necessary documents shall be amended to reflect the substitution of the General Partner.

13.2 Withdrawal--Without Notice.

(a) If an event the General Partner withdraws without giving the notice provided for in Section 13.1(a), the Partnership shall not be dissolved or its affairs wound up provided that either (i) there is at the time of the event of withdrawal at least one other general partner, or (ii) pursuant to Section 17-801 of the Delaware Limited Partnership Act, if within ninety (90) calendar days after the withdrawal, all the remaining Partners agree in writing to continue

the business of the Partnership and to appoint effective as of the date of withdrawal one or more additional General Partners.

(b) In event of a voluntary withdrawal without proper notice under Section 13.1, the Partnership Interest of the General Partner shall be deemed not to have withdrawn in compliance with this Agreement and the Partnership Interest of the General Partner shall be distributed in a manner provided for a withdrawing Limited Partner under Section 12.2 hereof less damages provided for in Section 17-602 of the Delaware Limited Partnership Act.

13.3 Effect of Withdrawal. Neither the withdrawal of a General Partner pursuant to this Article XIII, nor the substitution of a new General Partner pursuant to Section 13.1, shall in any way relieve the former General Partner of liability for acts or omissions done by it as General Partner prior to the effect date of its withdrawal.

ARTICLE XIV

DISSOLUTION AND TERMINATION OF LIMITED PARTNERSHIP

14.1 Dissolution. The Partnership shall be dissolved and terminated if:

(a) the FCC approves this Agreement subject to terms and conditions that are unacceptable to both the General Partner and one Limited Partner which is not also the General Partner, and all available administrative and judicial appeals of such FCC approval have been finally exhausted;

(b) the Cellular Radio Decisions are not continued in substantially the same form and such change materially adversely impacts the Partnership's ability to conduct its business and all

available administrative and judicial appeals regarding such Cellular Radio decisions have been finally exhausted;

(c) the FCC finally denies licenses to the Partnership empowering it to construct and provide Cellular Service;

(d) the Partnership applies for and is finally denied state or other regulatory approvals or is granted such approval subject to terms and conditions that are unacceptable to both the General Partner and one Limited Partner that is not also the General Partner on the grounds such that denial or conditional grant has a materially adverse impact on the Partnership's ability to conduct its business;

(e) the Partners unanimously agree to dissolve and terminate the Partnership and receive any approvals required by the FCC or any other regulatory authority for such dissolution and termination;

(f) the failure of the Partners to fund capital contributions renders it not reasonably practical to carry on the business of the Partnership; or

(g) required pursuant to Section 17-801 of the Delaware Limited Partnership Act.

Regarding (c) and (d) above, any such denial of regulatory approval shall not be considered finally denied until all available administrative and judicial appeals of such denial have been finally exhausted.

14.2 Distribution Upon Dissolution. Upon dissolution of the Partnership, the General Partner shall proceed, subject to the provisions herein, to liquidate the Partnership and apply the proceeds of such liquidation, or to distribute Partnership assets, in

the following order of priority:

(a) to creditors, including Partners who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Partnership other than liabilities for distributions to Partners under Articles XII and XIII;

(b) to the establishment of any reserve which the General Partner may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership. Such reserve may be paid over by the General Partner to any attorney at law or other acceptable party, independent of any of the Partners hereto, as escrow agent to be held for disbursement in payment of any of the aforementioned liabilities and, at the expiration of such period as shall be deemed advisable by the General Partner, for distribution for the balance, in the manner hereinafter provided in this Section;

(c) to Partners and former Partners in satisfaction of liabilities for distributions under Articles XII and XIII; and

(d) to Partners first for the return of their capital accounts as set forth in Section 6.1 in proportion to the Partners' respective capital accounts at the time of such dissolution, with any remaining Partnership assets being distributed in proportion to the Partners' respective Partnership Interests on the date of dissolution.

14.3 Distributions in Cash or in Kind. Upon dissolution, the General Partner may in its discretion (a) liquidate all or a portion of the Partnership assets and apply the proceeds of such liquidation in the priorities set forth in Section 14.2 or (b) hire independent

appraisers to appraise the value of Partnership assets not sold or otherwise disposed of (the cost of such appraisal to be considered a debt of the Partnership), allocate any unrealized gain or loss to the Partners' capital accounts as though the properties in question had been sold on the date of distribution and, after giving effect to any such adjustment, distribute said assets in accordance with the priorities as set forth in Section 14.2. The General Partner may determine, subject to the approval of the Limited Partners holding a majority of the Limited Partnership Interests, in its sole discretion whether undivided portions of assets distributed in kind will be distributed pro rata to Partners in accordance with their respective Partnership Interests at the time of dissolution or assets may be distributed otherwise in accordance with their respective Partnership Interests at the time of dissolution. In the case of any distribution in kind of Partnership assets under this Section to a Partner, the value of the asset determined by appraisal as provided above shall be applied against the Partner's capital account.

14.4 Time for Liquidation. A reasonable amount of time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the General Partner to minimize any losses which otherwise might be incurred.

14.5 Termination. Upon compliance with the foregoing distribution plan, the Partnership shall cease to be such, and the General Partner shall execute, acknowledge and cause to be filed a certificate of cancellation of the Partnership pursuant to the power

of attorney contained in Article XV.

14.6 General Partner not Liable for Return of Distribution. The General Partner shall not be liable for any distribution required pursuant to Article XII or Sections 14.2(b), (c) and (d), and such distribution shall be made solely from available Partnership assets, if any.

14.7 General Partner's Right to Continue Providing Cellular Service. Each Limited Partner hereby agrees that, in the event that such Limited Partner withdraws pursuant to Article XII or the Partnership is dissolved, the General Partner shall have the right to provide Cellular Service either singly or with others, subject to any necessary regulatory approval.

ARTICLE XV

POWER OF ATTORNEY

15.1 Grant of Power of Attorney. Each Limited Partner hereby irrevocably constitutes and appoints the General Partner as its true and lawful attorney and agent, in its name, place and stead, to make, execute, acknowledge and, if necessary, file and record:

(a) Any certificates or other instruments or amendments thereof which the Partnership may be required to file under the laws of each state governing this Agreement or pursuant to the requirements of any governmental authority having jurisdiction over the Partnership or which the General Partner shall deem it advisable to file, including, without limitation, this Agreement, any amended Agreement and a certificate of cancellation as provided in Section 14.5.

(b) Any certificates or other instruments (including

counterparts of this Agreement with such changes as may be required by the law of other jurisdictions) and all amendments thereto which the General Partner deems appropriate or necessary to qualify, or continue the qualification of, the Partnership as a limited partnership (or a partnership in which the Limited Partner has limited liability) and to preserve the limited liability status of the Partnership in the jurisdictions in which the Partnership may own properties, conduct business and acquire investment interests.

(c) Any certificates or other instruments which may be required to admit additional or substitute Limited Partners pursuant to the terms of this Agreement, to reflect the withdrawal of any Limited Partner, to reflect changes in Capital Contributions or changes in respective Partnership Interests of the Partners or to effectuate the dissolution and termination of the Partnership, pursuant to Article XIV.

(d) Any amendments to any certificate necessary to reflect any other changes made pursuant to the exercise of the powers of attorney contained in this Article XV.

15.2 Irrevocable and Coupled With an Interest; Copies to be Transmitted. The powers of attorney granted under Section 15.1 shall be deemed irrevocable and to be coupled with an interest. A copy of each document executed by the General Partner pursuant to the powers of attorney granted in Section 15.1 shall be transmitted to each Limited Partner promptly after the date of the execution of such document.

15.3 Survival of Power of Attorney. The powers of attorney

granted in Section 15.1 shall survive delivery of an assignment of a Limited Partner's Interest, except that if such assignment was of all of its Limited Partners' Interest and the substitution of the assignee as a Limited Partner has been consented to by the General Partner, the foregoing powers of attorney shall survive the delivery of such assignment for the purpose of enabling the General Partner to execute, acknowledge and file any and all certificates and other instruments necessary to effectuate the substitution of the assignee as a Limited Partner. Such powers of attorney shall survive the dissolution or termination of a Limited Partner and shall extend to such Limited Partner's successors and assigns.

15.4 Limitation on Power of Attorney. Except as set forth in this Article XV, the General Partner may not modify the terms of this power of attorney or this Agreement without the written consent of all the Limited Partners. The powers of attorney granted under Section 15.1 of this Article cannot be utilized by the General Partner to increase or extend any personal financial obligation or liability of any Limited Partner without the written consent of such Limited Partner.

ARTICLE XVI

EXCULPATION AND INDEMNIFICATION

16.1 Exculpation of the General Partner. The General Partner shall not be liable, responsible or accountable for damages or otherwise to the Partnership or any Partner for any act or omission performed or omitted by the General Partner in good faith pursuant to the authority granted to it by this Agreement and reasonably believed

by it to be (i) within the scope or authority granted to it by this Agreement and (ii) in the best interest of the Partnership; provided that, in connection with such act or omission, the General Partner was not guilty of fraud, bad faith, gross negligence, or other breach of fiduciary duty or willful misconduct.

16.2 Indemnification of the General Partner. The Partnership shall indemnify the General Partner against any loss or damage incurred by the General Partner (including legal expenses) by reason of any acts performed or not performed by the General Partner for and on behalf of the Partnership, unless the General Partner was guilty of fraud, bad faith, breach of fiduciary duty, willful misconduct or gross negligence. The General Partner shall indemnify the Partnership against any damages incurred by reason of the General Partner's fraud, bad faith, breach of fiduciary duty, willful misconduct or gross negligence.

ARTICLE XVII

PARTNERSHIP MEETINGS, BUSINESS AND AMENDMENTS

17.1 Annual Meeting. The annual meeting of Partners will be called by the General Partner for the purpose of transacting such business as may come before the meeting. The meeting shall be held at the principal headquarters of the General Partner located in Bellevue, Washington or such other convenient location reasonably designated by the General Partner with notice thereof to all Partners.

17.2 Special Meeting. Special meetings of Partners for all purposes permitted by law may be called due to the needs of the

General Partner and shall be called by the General Partner at the request of Limited Partners.

17.3 Notice. Notice of a meeting shall be sent to all Partners at least seven (7) business days prior to the meeting except the same may be waived by written consent to all Partners. The purpose of the meeting shall be set forth in the notice.

17.4 Voting. The following actions shall require affirmative vote by 85% of the partners who have a right to vote on such matters:

- (i) Approval of initial design and major amendments to initial system design pursuant to Section 17.6;
- (ii) Approval of annual budgets and amendments to the annual budgets for the Limited Partnership pursuant to Section 17.5;
- (iii) Election of a substitute or additional General Partner; and
- ~~(iv) Approval of any amendments to this agreement.~~

WBM

17.5 Annual Budget.

(a) The General Partner shall prepare an annual budget of estimated revenues and expenses of the Partnership in consultation with the Partnership's accountants where appropriate. A copy of the proposed budget shall be submitted to the Limited Partners no later than November 1 of any year. At the annual meeting of the Partners, such budget shall be discussed.

(b) The General Partner shall utilize such budget as a guideline in the expenditure of Partnership funds. The General Partner shall not exceed the budgeted expenditures in the aggregate by more than twenty percent, unless the General Partner submits the anticipated expenditures to a vote of the Partners or such an

expenditure is necessary to protect life, property or the property of the Partnership or be in the instance of an unavoidable expense incurred by operation of this Agreement.

17.6 System Design. The initial design of the cellular system shall be provided by the General Partner in consultation with the engineers and other professionals engaged to render design services with respect thereto. Such design shall include a general description of (i) the desired CGSA, (ii) the anticipated switching arrangements, (iii) the number of initial cell sites and (iv) the type of equipment to be utilized in construction of the system. The General Partner shall call a special meeting to discuss such design and provide a copy of the design to all Partners at least fifteen (15) business days prior to such meeting.

17.7 Amendments. Except for amendments made in accordance with this Agreement in connection with assignments of Partnership Interests by Partners to their Affiliates and to reflect additional or substitute Partners or changes in Capital Contributions, this Agreement may not be amended except upon written consent of ^{all} ~~the~~ Partners, ~~pursuant to Section 17.4 (iv) herein.~~ *WBM*

17.8 Execution of Amended Agreements. Each Limited Partner agrees to execute or cause to be executed promptly any amendments to this Agreement and certificates of the Partnership reasonably request by the General Partner and authorized under Section 17.7

ARTICLE XVIII

TECHNOLOGY AND INFORMATION

18.1 Technology License. The General Partner shall, on behalf

of the Partnership, obtain the right to use hardware and software technology associated with Cellular Service. The General Partner is hereby authorized, on behalf of the Partnership, to engage in negotiations and to enter into contracts for licenses to use cellular hardware, software or related processes. In general, such contracts shall be merely right to use contracts and will not vest any title in any Partner to this Agreement.

18.2 Proprietary Information. All information, including but not limited to, specifications, microfilm, photocopies, keypunch cards, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, customer information, financial reports and market data marked or identified in writing as proprietary (all hereinafter designated as "Proprietary Information") furnished to or obtained by a Partner from any other Partner, whether written or oral or in other form, shall remain the disclosing Partner's property. All copies of such information, whether written, graphic or other tangible form, shall be returned to the disclosing Partner upon the disclosing Partner's request, except that one copy may be retained for archival purposes. Unless otherwise agreed, no obligation hereunder shall extend beyond five (5) years from date of receipt of such information, and the obligation does not apply to such Proprietary Information as was previously known to the receiving Partner free of any obligation to keep it confidential or has been or is subsequently made public by the disclosing Partner or a third party. Such Proprietary Information shall be kept confidential by the receiving Partner and

shall be used only for performing the covenants contained in this agreement and may be used for such other purposes only upon such terms as may be agreed upon between the disclosing Partner and receiving Partner in writing.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

19.1 Warranties Each Partner warrants as follows:

(a) It has the legal capacity to enter into and execute this Agreement, and

(b) This Agreement does not breach any of its existing agreements with other parties.

19.2 Table of Contents and Headings. The table of contents and the headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

19.3 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Partners and any additional or substitute Limited Partner or General Partner and to their respective successors and assigns, except that nothing contained in this Section shall be construed to permit any attempted assignment or other transfer which would be unauthorized by or void pursuant to any other provision of this Agreement.

19.4 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement; provided, however, that the general intent of this Agreement shall

not be voided thereby.

19.5 Non-Waiver. No provision of this Agreement shall be deemed to have been waived unless such waiver is contained in a written notice given to the Partner claiming such waiver, and no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the Partner or Partners in whose favor the waiver was given.

19.6 Applicable Law. This Agreement and the rights and obligations of the Partners shall be interpreted in accordance with the laws of the State of Delaware. The Partnership will be bound by and fully comply with any applicable provisions of the equal employment opportunity laws, including any executive orders issued thereunder.

19.7 Entire Agreement. This Agreement constitutes the entire Limited Partnership Agreement between the Partners and shall supersede all previous negotiations, commitments, representations and writings.

19.8 Notices. All notices given by any Partner to any other Partner under this Agreement shall be in writing, registered or certified mail, postage prepaid, addressed as follows (or to such other address as a Partner may specify in such a notice to all other Partners):

General Partner:
NewVector:

U S WEST NewVector Group, Inc.
3350 161st Avenue, S.E.
Bellevue, Washington 98008-1329
Attn: John Scully

Limited Partners:
Contel:

Contel of North Dakota Inc.
c/o Contel Cellular Inc.
9000 Central Park West, Ste. 700
Atlanta, GA 30328
Attn: Wm. Mark Sturm

Red River

Red River Cellular of North
Dakota Limited Partnership
5990 Greenwood Plaza Blvd.,
Ste. 300
Englewood, CO 80111
Attn: Tom Flaherty

Such notices shall be effective on the third business day subsequent to the date of mailing.

19.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their duly authorized representatives.

ATTEST:

[Signature]
Title: Assistant Secretary
Date: 2/2/89

GENERAL PARTNER:
U S WEST NEWVECTOR GROUP, INC.

By: *[Signature]*
Title: Vice Pres. General Counsel
Date: 2/2/89

ATTEST:

Title: _____
Date: _____

LIMITED PARTNERS:
CONTEL OF NORTH DAKOTA INC.

By: *[Signature]*
Title: Vice President
Date: 2-4-89

ATTEST:

RED RIVER CELLULAR OF NORTH DAKOTA
LIMITED PARTNERSHIP
By Red River Cellular, Inc., Its
General Partner

Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Limited Partners:
Contel:

Contel of North Dakota Inc.
c/o Contel Cellular Inc.
9000 Central Park West, Ste. 700
Atlanta, GA 30328
Attn: Wm. Mark Sturm

Red River

Red River Cellular of North
Dakota Limited Partnership
5990 Greenwood Plaza Blvd.,
Ste. 300
Englewood, CO 80111
Attn: Tom Flaherty

Such notices shall be effective on the third business day subsequent to the date of mailing.

19.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their duly authorized representatives.

ATTEST:

Thomas A. Smith
Title: Assistant Secretary
Date: 8/21/89

GENERAL PARTNER:
U S WEST NEWVECTOR GROUP, INC.

By: Frank C. O'Neil
Title: Vice Pres. General Counsel
Date: 8/24/89

ATTEST:

Title: _____
Date: _____

LIMITED PARTNERS:
CONTEL OF NORTH DAKOTA INC.

By: _____
Title: _____
Date: _____

ATTEST:

Thomas D. Flaherty
Title: _____
Date: 8/17/89

RED RIVER CELLULAR OF NORTH DAKOTA
LIMITED PARTNERSHIP
By Red River Cellular, Inc., Its
General Partner

By: Garry Dauter
Title: _____
Date: 8/17/89

APPENDIX A
INITIAL CAPITAL CONTRIBUTIONS
Cash

General Partner:

NewVector	\$77.20
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Limited Partners:

Contel	\$76.90
Red River	\$845.90

APPENDIX B
CERTIFICATE OF LIMITED PARTNERSHIP

OF

NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP

The undersigned person(s), being all of the General Partners of a limited partnership being formed pursuant to the Limited Partnership Act of the State of Delaware, hereby declares as follows:

1. The name of the limited partnership is: NORTH DAKOTA RSA NO. 3 LIMITED PARTNERSHIP.

2. The address of the registered office and the name and address of the registered agent for service of process required to be maintained by Section 17-104 of the Limited Partnership Act of the State of Delaware are:

The Corporation Trust Company
100 West Tenth Street
Wilmington, Delaware

3. The name and the business, residence or mailing address of each General Partner are:

U S WEST NewVector Group, Inc.
3350 161st Avenue, S.E.
P.O. Box 7329
Bellevue, Washington 98008-1329

Dated this _____ day of _____, 19 ____.

GENERAL PARTNER:
U S WEST NEWVECTOR GROUP, INC.

By: _____

APPENDIX C

See map filed at the FCC and reflected below.

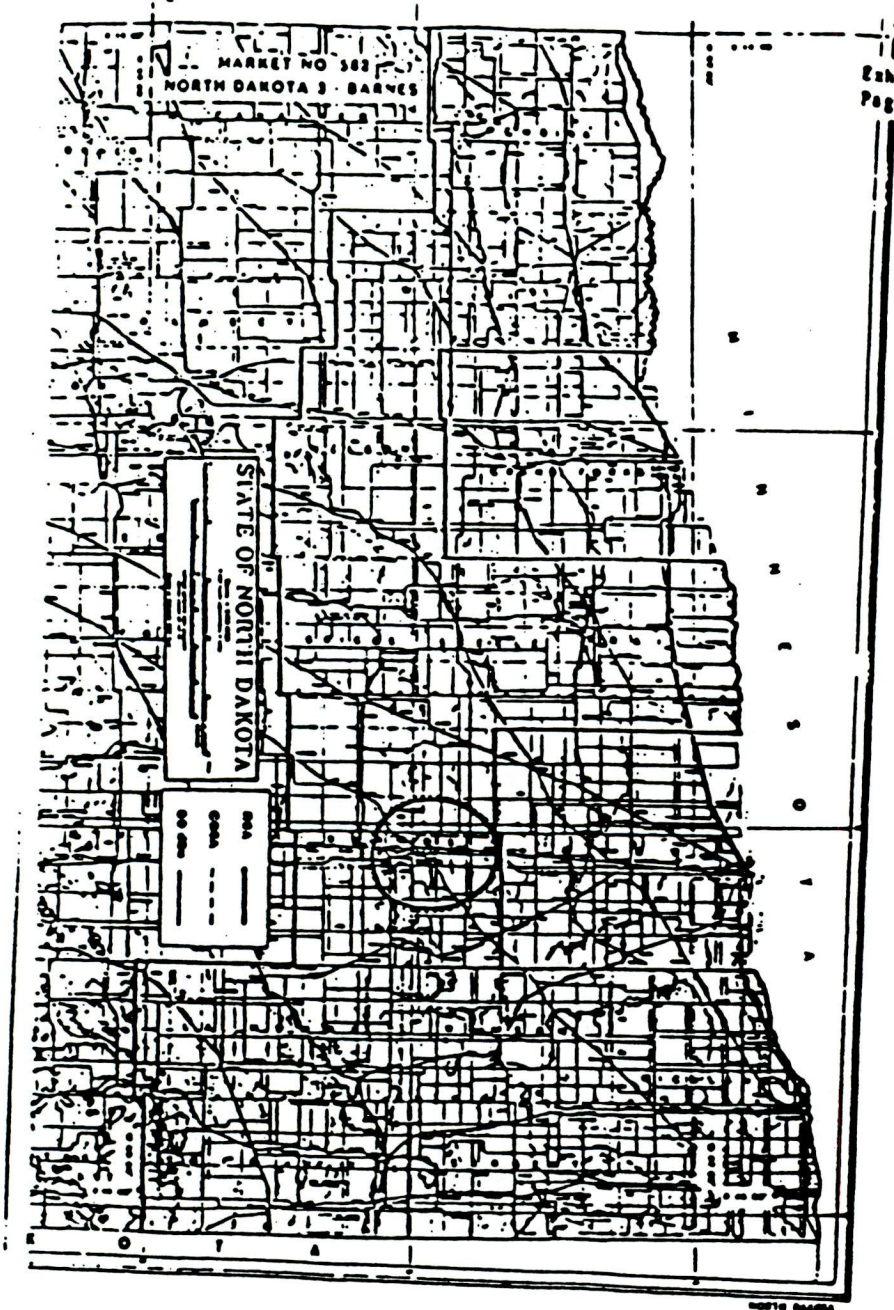


Exhibit No. 4
Page 3 of 3

APPENDIX D
GEOGRAPHIC DESCRIPTION
OF
NORTH DAKOTA RSA NO. 3

The North Dakota RSA No. 3 includes the following counties:

Pembina
Walsh
Nelson
Griggs
Steele
Traill
Barnes
LaMoure
Dickey
Ransom
Sargent
Richland

2

RECEIVED
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STATE OF COLORADO

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RESTATED
ARTICLES OF INCORPORATION
of

U S WEST NewVector Group, Inc.

Pursuant to Section 7-2-112 of the Colorado Corporation Code, U S WEST NewVector Group, Inc., a Colorado corporation, by resolution duly adopted by the sole shareholder of the Corporation adopting the Restated Articles of Incorporation in the manner provided in Section 7-2-107 of the Colorado Corporation Code, restates its Articles of Incorporation, and states that the Corporation's present name is U S WEST NewVector Group, Inc.

These Restated Articles of Incorporation correctly set forth the provisions of the Articles of Incorporation, as amended on September 24, 1987. They were approved by a vote of all of the issued and outstanding stock of the Corporation and they supersede the original Articles of Incorporation and all amendments and supplements thereto.

ARTICLE ONE. The name of the corporation is U S WEST NewVector Group, Inc.

ARTICLE TWO. The corporation shall have perpetual existence.

ARTICLE THREE.

A. The sole purpose for which the Corporation is organized is to engage in land-based (with incidental marine) radio telecommunication businesses within the United States and its territories and possessions including the conduct of all activities necessary or incidental thereto, whether for itself or others, which businesses shall include those businesses in which it was lawfully engaged on September 1, 1987.

The limitations on the businesses in which the Corporation may engage shall lapse and, thereafter, the Corporation shall be entitled to engage in any lawful business if and when the aggregate voting power of all outstanding shares of Class B Common Stock shall be less than 25% of the total voting power of all outstanding shares of Common Stock, irrespective of class.

COMPUTER UPDATE COMPLETE
BJH

LAW DEPARTMENT
MAR 22 1991

So long as the limitations on the businesses in which the Corporation may engage contained in the first sentence of this subsection shall be applicable, the holders of a majority of the then outstanding Class B Common Stock may, by written notification to the Corporation, authorize the Corporation to engage in any other lawful businesses and on such terms and subject to such conditions and limitations as shall be set forth in such notification.

B. Notwithstanding any provision of the law of any jurisdiction in which the Corporation is incorporated, qualified to do business, or otherwise subject to process, neither the Corporation nor any shareholder of the Corporation shall have any claim or cause of action against U S WEST, Inc. or any direct or indirect subsidiary thereof, or any officer, Director, controlling person, or affiliate of any thereof (collectively "Interested Person") for any breach or alleged breach of the fiduciary duty of loyalty or fair dealing arising out of a claim that an opportunity, transaction, agreement, or other arrangement (collectively "Agreement") to which U S WEST, Inc. or any person, other than the Corporation, in which U S WEST, Inc. has or acquires a direct or indirect financial interest, is or shall become a party, constitutes the property or a corporate opportunity of the Corporation or any direct or indirect subsidiary of the Corporation unless (i) such Agreement relates solely to the businesses in which the Corporation is authorized to engage by these Articles, and (ii) the Board of Directors of the Corporation does not by Affirmative Action determine not to claim on behalf of the Corporation rights under such Agreement. If the number of Directors of the Corporation who are not affiliates of U S WEST, Inc. or of an Interested Person ("Disinterested Directors") constitutes a majority of the total number of Directors of the Corporation then authorized, Affirmative Action shall mean vote or consent by a majority of the Disinterested Directors. If the number of Disinterested Directors constitutes less than a majority of the total number of then Directors of the Corporation, Affirmative Action shall mean the vote or consent of all the Disinterested Directors. In either case, such Affirmative Action must be taken not later than sixty (60) days after the Agreement is presented to the Board of Directors of the Corporation for consideration.

C. If an Agreement would be subject to the provisions of paragraph B. above except that such Agreement does not relate solely to the businesses in which the Corporation is authorized to engage by these Articles, and if U S WEST, or a person in which U S WEST has or acquires a direct or indirect financial interest, offers to the Corporation the right to participate in such Agreement to the extent permitted by these Articles, all determinations as to whether the Corporation will so participate and the terms of such participation shall be made only by the Affirmative Action of the Board of Directors of the Corporation.

D. Nothing in paragraphs B. or C. of this Section shall create or be deemed to create any claim for breach of a fiduciary duty by any Director of the Corporation where none would exist but for the provisions thereof.

ARTICLE FOUR.

A. The total number of shares of stock which the Corporation shall have the authority to issue is Two Hundred Twenty Million (220,000,000), consisting of One Hundred Million (100,000,000) shares of Class A Common Stock without par value (the "Class A Common Stock"), One Hundred Million (100,000,000) shares of Class B Common Stock without par value (the "Class B Common Stock"), and Twenty Million (20,000,000) shares of Preferred Stock having a par value of One Dollar (\$1.00) per share (the "Preferred Stock").

B. Except as provided in this Article Four, the Class A Common Stock and the Class B Common Stock shall have the same rights and privileges and shall rank equally, share ratably, and be identical in all respects as to all matters. The holders of Class A Common Stock and Class B Common Stock shall have the following rights and preferences, subject to the rights and preferences of holders of Preferred Stock, as determined by the Board of Directors pursuant to paragraph D of this Article Four.

(1) Dividends.

Subject to the rights of the holders of Preferred Stock, holders of Class A Common Stock and Class B Common Stock shall be entitled to receive such dividends, payable in cash or otherwise, as may be declared thereon by the Board of Directors from time to time out of assets or funds of the Corporation legally available therefore, provided that no dividend may be declared and paid to holders of Class A Common Stock unless at the same time the Board of Directors shall also declare and pay to the holders of Class B Common Stock a per share dividend equal to and, subject to the next sentence, in the same form as the dividend declared and paid to holders of Class A Common Stock, and vice versa. Common stock dividends declared on the Class A Common Stock shall be payable in Class A Common Stock; common stock dividends declared on Class B Common Stock shall be payable in Class B Common Stock.

(2) Voting.

(a) On all matters upon which stockholders are entitled or permitted to vote, every holder of Class A Common Stock shall be entitled to one vote in person or by proxy for each share of Class A Common Stock standing in his name on the transfer books of the Corporation, and every holder of Class B Common Stock shall be entitled to ten

votes in person or by proxy for each share of Class B Common Stock standing in his name on the transfer books of the Corporation.

(b) Except as may otherwise be required by law, the holders of Class A Common Stock and Class B Common Stock shall vote together as a single class, subject to any voting rights which may be granted to holders of Preferred Stock.

(3) Conversion.

Each share of Class B Common Stock may, at the option of the holder thereof, at any time, be converted into one fully paid and nonassessable share of Class A Common Stock.

(4) Subdivisions and Combinations of Shares.

If the Corporation in any manner subdivides or combines the outstanding shares of one class of common stock at a time when any shares of the other class are outstanding, the outstanding shares of the other class of common stock will be likewise subdivided or combined.

(5) Liquidation or Dissolution.

In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, holders of Class A Common Stock and holders of Class B Common Stock shall receive a pro rata distribution of any remaining assets after payment or provision for liabilities and the liquidation preference on Preferred Stock, if any.

C. The Board of Directors is hereby authorized to issue the Preferred Stock in one or more series, to fix the number of shares of any such series of Preferred Stock, to determine the designation of any such series, and to fix the powers, preferences, and rights, and the qualifications, limitations, or restrictions of the Preferred Stock.

D. The authority of the Board of Directors shall include, without limitation, the power to fix or alter the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions, if any), the redemption price or prices, and the liquidation preferences of any wholly unissued series of Preferred Stock, and the number of shares constituting any such unissued series and the designation thereof, or any of them; and to increase or decrease the number of shares of any series subsequent to the issue of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the

adoption of the resolution originally fixing the number of shares of such series.

E. Upon the filing with the Secretary of State in the State of Colorado of the Certificate of Amendment to the Articles of Incorporation containing this provision, the issued and outstanding one share of capital stock, without par value, of the Corporation shall, without any action on the part of the holder thereof, be split, subdivided, and reconstituted into 41,150,272 shares of Class B Common Stock, without par value.

ARTICLE FIVE. Cumulative voting shall not be allowed in the election of Directors of the Corporation.

ARTICLE SIX. Shareholders shall have no preemptive right to acquire additional unissued or treasury shares of the Corporation or securities convertible into shares or carrying stock purchase warrants or privileges.

ARTICLE SEVEN.

Section 1. Vote Required for Certain Business Combinations. Except as otherwise expressly provided in Section 2 of this Article, in addition to any affirmative vote required by law or by any other provision of these Articles of Incorporation, the affirmative vote of the holders of not less than eighty percent (80%) of the total number of votes represented by the outstanding shares of "Voting Stock" (as hereinafter defined) of the Corporation shall be required for the approval of authorization of any "Business Combination" (as hereinafter defined) of the Corporation with any Related Person (as hereinafter defined). For the purpose of this Article:

(1) The term "Business Combination" shall mean (a) any merger or consolidation of the Corporation or a Subsidiary of the Corporation with or into a Related Person or of a Related Person with or into the Corporation or a Subsidiary of the Corporation; (b) any sale, lease, exchange, transfer or other disposition, including without limitation a mortgage or any other security device, of all or any "Substantial Part" (as hereinafter defined) of the assets either of the Corporation (including without limitation any voting securities of a Subsidiary) or of a Subsidiary of the Corporation to a Related Person; (c) the issuance of any securities (other than by way of pro rata distribution to all Stockholders) of the Corporation or a Subsidiary of the Corporation to a Related Person; (d) the acquisition by the Corporation or a Subsidiary of the Corporation of any securities of a Related Person; (e) any recapitalization that would have the effect, directly or indirectly, of increasing the voting power of a Related Person; (f) any merger of the Corporation into a Subsidiary of the Corporation; or (g) any agreement, contract or other

arrangement providing for any of the transactions described in this definition of a Business Combination.

(ii) The term "Continuing Director" shall mean any member of the Board of Directors of the Corporation (the "Board") who is unaffiliated with the Related Person and was a member of the Board prior to the time that the Related Person became a Related Person, and any successor of a Continuing Director who is recommended to succeed a Continuing Director by a majority of Continuing Directors then on the Board.

(iii) The term "Related Person" shall mean and include any individual, corporation, partnership or other person or entity which, together with its "Affiliates" and "Associates" (as hereinafter defined), "Beneficially Owns" (as hereinafter defined), in the aggregate ten percent (10%) or more of the outstanding Voting Stock of the Corporation, and any Affiliate or Associate of any such individual, corporation, partnership or other person or entity, except that such term shall not mean and include U S WEST, Inc. and its Affiliates and Associates.

(iv) The term "Substantial Part" shall mean more than eighty percent (80%) of the book value of the total consolidated assets of the Corporation as reported in the Consolidated Financial Statements of the Corporation as of the end of its most recent fiscal year ending prior to the time of the determination is being made.

(v) The term "Voting Stock" shall mean all outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors of the Corporation and each reference to a percentage of shares of Voting Stock shall refer to such percentage of the aggregate number of votes entitled to be cast by all such shares.

(vi) The terms "Affiliate" and "Associate" shall have the meanings set forth in Rule 12b-2 under the Securities Exchange Act of 1934 as in effect on September 1, 1987.

(vii) The term "Beneficially Owns" shall have the meaning set forth in Rule 13d-3 under the Securities Exchange Act of 1934 as in effect on September 1, 1987. Without limitation, any shares of the Common Stock of the Corporation that any Related Person has the right to acquire pursuant to any agreement, or upon exercise of conversion rights, warrants or options, or otherwise, shall be deemed Beneficially Owned by the Related Person.

(viii) The term "Subsidiary" shall mean any corporation in which a majority of any class of any equity security is owned directly or indirectly by another corporation.

Section 2. When Higher Vote is Not Required. The provisions of Section 1 of this Article shall not be applicable to any particular Business Combination and such Business Combination shall require only such affirmative vote as may be required by law and by any other provision of these Articles of Incorporation, if all of the conditions specified in either of the following Paragraphs A or B are met:

A. The Business Combination shall have been approved by a vote of not less than a majority of the Continuing Directors, or

B. All of the following conditions shall have been met:

(i) The aggregate amount of cash and the Fair Market Value (as hereinafter defined) as of the date of the consummation of the Business Combination of consideration other than cash to be received per share by holders of Common Stock in such Business Combination shall be at least equal to the highest of the following:

(a) (if applicable) the highest price per share including any brokerage commissions, transfer taxes and soliciting dealers' fees paid by the Related Person for any shares of Common Stock acquired by it (1) within the two (2) year period immediately prior to the first public announcement of the proposal of the Business Combination (the "Announcement Date") or (2) in the transaction in which it became a Related Person; or

(b) The Fair Market Value per share of Common Stock on the Announcement Date or on the date on which the Related Person became a Related Person (such latter date is referred to in this Article as the "Determination Date"), whichever is higher.

(ii) The aggregate amount of the cash and the Fair Market Value as of the date of the consummation of the Business Combination of consideration other than cash to be received per share by holders of shares of any of a particular class or series of an outstanding Voting Stock, other than Common Stock, shall be at least equal to the highest of the following (it being intended that the requirements of this Paragraph B(ii) shall be required to be met with respect to every class or series of outstanding Voting Stock other than Common Stock whether or not the Related Person has previously acquired any shares of the particular class or series of Voting Stock):

(a) (if applicable) the highest per share price (including any brokerage commission, transfer taxes and soliciting dealers' fees) paid by the Related Person for any shares of such series of Voting Stock acquired to it (1) within the two (2) year period immediately prior to the Announcement Date or (2) in the transaction in which it became a Related Person, whichever is higher; or

(b) (if applicable) the Redemption Price of the shares of such class or series, or if such shares have no Redemption Price, the highest amount per share which such class is entitled to receive upon liquidation of the Corporation on the Announcement Date or the Determination Date, whichever is higher; or

(c) the Fair Market Value per share of such class or series of Voting Stock on the Announcement Date or on the Determination Date, whichever is higher.

(iii) The consideration to be received by holders of a particular class or series of outstanding Voting Stock (including Common Stock) shall be in cash or in the same form as the Related Person has previously paid for shares of such class or series of Voting Stock. If the Related Person has paid for shares of any class or series of Voting Stock with varying forms of consideration, the form of consideration for such class or series of Voting Stock shall be either cash or the form used to acquire the largest number of shares of such class or series of Voting Stock previously acquired by it.

(iv) A proxy statement responsive to the requirements of the Securities Exchange Act of 1934 shall have been mailed to public stockholders of the Corporation for the purpose of soliciting shareholder approval of the Business Combination and shall have contained at the front thereof, in a prominent place, any recommendations as to the advisability (or inadvisability) of the Business Combination that the Continuing Directors, or any of them, may choose to state and, if deemed advisable by a majority of the Continuing Directors, an opinion of a reputable investment banking firm as to the fairness (or not) of the terms of the Business Combination, from the point of view of the remaining public stockholders of the Corporation (the investment banking firm to be selected by a majority of the Continuing Directors and to be

paid by a reasonable fee for their services by the Corporation upon receipt of the opinion).

Section 3. Certain Definitions and Additional Provisions.
For the purposes of this Article:

A. "Fair Market Value" shall mean:

(i) in the case of stock, the highest closing sale price during the thirty (30) day period immediately preceding the date in question of a share of such stock on the Composite Tape for New York Stock Exchange Listed Stocks, or, if such stock is not quoted on the Composite Tape, on the New York Stock Exchange; or, if such stock is not listed on such Exchange, on the principal United States securities exchange registered under the Securities Exchange Act of 1934 on which such stock is listed, or, if such stock is not listed on any such exchange, the highest closing bid quotation with respect to a share of such stock during the thirty (30) day period preceding the date in question on the National Association of Securities Dealers, Inc., Automated Quotations System or any system then in use, or, if no such quotations are available, the Fair Market Value on the date in question of a share of such stock as determined by the Continuing Directors in good faith which determination shall be final; and

(ii) in the case of property other than cash or stock, the Fair Market Value of such property on the date in question as determined by the Continuing Directors in good faith, which determination shall be final.

B. In the event of a Business Combination in which cash or other consideration at least equal in value to that required by Section 2B of this Article is not received by the holders of the Corporation's outstanding Common Stock as well as the holders of the Corporation's outstanding Preferred Stock, the eighty percent (80%) vote requirement of Section 1 of this Article shall apply unless the requirements of Section 2A of this Article have been met.

C. A majority of the total number of Continuing Directors shall have the power and duty to determine, on the basis of information known to them after reasonable inquiry, all facts necessary to determine compliance with this Article, including without limitation, (1) whether a person is a Related Person, (2) the number of shares of Voting Stock Beneficially Owned by any person, (3) whether a person is an Affiliate or Associate of another, (4) whether the applicable conditions set forth in Section 2B have been met

with respect to any Business Combination, and (5) whether the proposed transaction is a Business Combination. Any such determinations shall be final.

Section 4. Adoption or Amendment of Bylaws. New Bylaws may be adopted or the Bylaws may be amended, altered, changed or repealed either by the vote of the holders of two-thirds (2/3) of the total number of votes represented by the outstanding shares of Voting Stock of the Corporation or by the vote of two-thirds (2/3) of the members of the Board of Directors.

Section 5. Number of Directors and Removal of Directors. The number of Directors shall be fixed by the Bylaws, but shall not be less than three (3) nor greater than twenty (20). No member of the Board of Directors of the Corporation may be removed unless such removal is approved by the vote of the holders of two-thirds (2/3) of the total number of votes represented by the outstanding Voting Stock of the Corporation.

Section 6. Amendment of this Article. This Article may be amended, altered, changed or repealed only by a vote of eighty percent (80%) of the total number of votes represented by the outstanding shares of Voting Stock of the Corporation unless the proposed amendment, alteration, change or repeal has been recommended to the Stockholders with the approval of at least two-thirds (2/3) of the Continuing Directors.

ARTICLE EIGHT. At the annual meeting of shareholders in 1988, the Directors shall be divided into three classes, each class to be as nearly equal in number as possible. The term of office of the Directors of the first class shall expire at the first annual meeting of shareholders after their election, that of the second class to expire at the second annual meeting after their election, and that of the third class to expire at the third annual meeting after their election. At each annual meeting after such classification, the number of Directors equal to the number of the class whose term expires at the time of such meeting shall be elected to hold office until the third succeeding annual meeting after their election. No such classification of Directors shall be effective prior to the annual meeting of shareholders in 1988.

ARTICLE NINE. No Director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such Director as a Director. Notwithstanding the foregoing, a Director shall be liable to the extent provided by applicable law (i) for breach of the Director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for acts specified in Section 7-5-114 of the Colorado Corporation Code, or (iv) for any transaction from which the Director derived an improper personal benefit. If the Colorado Corporation Code is amended after the effective date of these Restated Articles of Incorporation to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director will be eliminated or limited to the fullest extent permitted by the Colorado Corporation Code.

ARTICLE TEN. The address of the corporation's registered office in the State of Colorado is 1600 Broadway, Denver, Colorado 80202. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, We have executed these Restated Articles of Incorporation in duplicate this 31st day of DECEMBER, 1987.

President

Joseph C. Topeil

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, TERRY K STEPHENS, a Notary Public in and for said County and State, personally appeared JOHN F DEEZO, who acknowledged before me that he signed the foregoing Restated Articles of Incorporation as the PRESIDENT and that the facts contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31st day of DECEMBER, 1987.

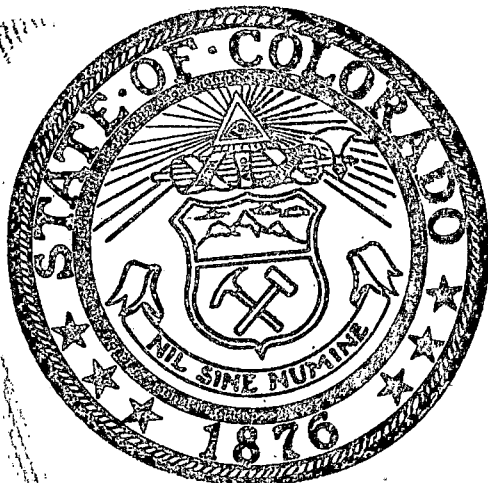
Terry K Stephens

Notary Public

7500 E CROMBIE BLVD

LEADWOOD CO COLO
Address

My Commission Expires: 3/1/91



STATE OF COLORADO
DEPARTMENT OF STATE

I hereby certify that this is a true and complete copy of the document filed in this office and admitted to record in File _____

771124

DATED Mar 20 1991

Rosalie Reyes

Secretary of State

By

[Signature]



Public Service Commission
State of North Dakota

COMMISSIONERS

Dale V. Sandstrom
President
Bruce Hagen
Leo M. Reinbold

State Capitol
Bismarck, North Dakota 58505
701-224-2400
Toll Free in ND 800-932-2400
FAX 701-224-2410

Secretary, Janet A. Elkin

March 8, 1991

Ms. Vena Smith
U S West NewVector Group, Inc.
P. O. Box 7329
Bellevue, Washington 98008

Dear Ms. Smith:

Enclosed is a copy of the commission rules which apply to resellers and operator service providers, and a registration form. If you wish to apply for authority to resell telecommunications services in North Dakota, complete the enclosed registration form and return it.

If you have any questions, let us know.

Sincerely,

A handwritten signature in cursive script that reads "Sharon Helbling".

Sharon Helbling, Secretary
Public Utilities Division

sdh

Enclosures