Attachment A to Petition

Declaration of Fred Englade

DECLARATION UNDER PENALTY OF PERJURY

I, Fred Englade, hereby state the following:

I am the Manager-RSA Development for Century Telephone Enterprises, Inc., the parent corporation of Century Cellunet, Inc. Century Cellunet, Inc. filed an application with the Federal Communications Commission (FCC) for authority to establish a new wireline cellular system to serve the Wisconsin 8 - Vernon Rural Service Area (the "Wisconsin 8 RSA"). I served as Century Cellunet, Inc.'s representative to the group which successfully effected a settlement among a number of the wireline cellular applicants for the Wisconsin 8 RSA prior to the FCC's March 15, 1989 lottery.

The Wisconsin 8 RSA settlement group consists of: (a) ten of the thirteen wireline cellular applicants for that market (i.e., all applicants with the exception of Telephone and Data Systems, Inc. (TDS), Ameritech Mobile Communications, Inc. and GTE Mobilnet Incorporated); and (b) four additional wireline telephone companies with an exchange presence in the Wisconsin 8 RSA but which did not file applications for the Wisconsin 8 RSA. An executed copy of the "Wisconsin RSA 8 Settlement Agreement" is attached hereto as Exhibit 1. The settlement agreement provides for the formation of a general partnership, to be named Wisconsin RSA #8 Partnership, to be the wireline cellular licensee in the Wisconsin 8 RSA.

The parties to the agreement who filed wireline cellular applications for the Wisconsin 8 RSA are: (1) Century Cellunet, Inc.; (2) North-West Cellular, Inc.; (3) Contel Cellular, Inc. (a commonly controlled affiliate of Contel of Illinois, Inc.); (4) Coon Valley Farmers Telephone Company, Inc.; (5) Farmers Telephone Company; (6) Monroe County Telephone Company; (7) Mount Horeb Telephone Company; (8) Richland-Grant Telephone Cooperative, Inc.; (9) Vernon Telephone Cooperative; and (10) Viroqua Telephone Company. The four wireline telephone companies with an exchange presence in the Wisconsin 8 RSA who are signatories to the agreement but who did not file wireline cellular applications for the Wisconsin 8 RSA are: (1) Central Western Communications, Inc.; (2) Hillsboro Telephone Company, Inc.; (3) LaValle Telephone Cooperative, Inc.; and (4) UTELCO, Inc. (which I am told is formerly known as United Telequipment Corporation).

As I understand it, UTELCO, Inc. (UTELCO) is 49% owned by TDS. UTELCO has a pro-rata (i.e., 7.143% rounded) ownership interest in the settlement partnership for the Wisconsin 8 RSA.

TDS was clearly aware of, and voted in favor of, UTELCO's admission to the settlement partnership, as reflected below.

First, on February 8, 1989, a meeting was held among the representatives of the various telephone companies to participate in the Wisconsin 8 RSA wireline cellular system. UTELCO and TDS were represented at that meeting by Mr. Charles Metcalf, a principal of UTELCO. Mr. Metcalf stated that UTELCO is 49% owned by TDS. Mr. Metcalf also stated at that meeting that he had been in communication with TDS regarding the pre-lottery settlement agreement for the Wisconsin 8 RSA. Mr. Metcalf further stated that he had been authorized by TDS to vote on TDS's behalf at the meeting, and that TDS would abide by whatever way he (i.e., Mr. Metcalf) voted. As reflected in the minutes of that meeting (Exhibit 2 hereto), a vote was taken pursuant to which UTELCO was admitted to the settlement. Mr. Metcalf argued strongly for UTELCO's admission and voted in favor of UTELCO's admission.

Second, by letter dated February 15, 1989 (Exhibit 3 hereto), Mr. David Thurow of North-West Cellular, Inc. (who served as Chairman of the settlement group) circulated drafts of the prelottery settlement agreement and of the partnership agreement to the parties for their review. As reflected in that letter, copies were sent to Mr. Metcalf of UTELCO and Mr. Larry Puimbroeck of United States Cellular Corporation, the TDS cellular subsidiary.

Third, by letter dated February 28, 1989 to Mr. Ed Towers of TDS (Exhibit 4 hereto), Mr. Thurow forwarded another copy of the agreements to TDS. As was the case with the drafts sent on February 15, 1989, the agreements showed that UTELCO would be a signatory.

The settlement group participants fully expected TDS to sign the settlement agreement. However, TDS did not sign the settlement agreement even though UTELCO did sign the agreement.

I declare, under penalty of perjury, that the foregoing is true and correct to my own personal knowledge. Executed on this 25th day of July, 1989.

Fred Englade

Exhibit 1 to Mr. Englade's Declaration

WISCONSIN RSA 8 SETTLEMENT AGREEMENT

This agreement is entered into as of this _____ day of _____, 1989, by and between the undersigned (the "Parties").

WHEREAS, the Federal Communications Commission ("FCC") in its cellular orders in Docket 79-318, released May 4, 1981 and March 3, 1982 (the "Orders"), strongly urged wireline carriers eligible and desiring to provide cellular telephone service in a Metropolitan Statistical Area to reach mutually acceptable arrangements for the provision of such service;

WHEREAS, such policy of the FCC is equally applicable with respect to each Rural Service Area being established by the FCC;

WHEREAS, the Parties hereto desire to further the objectives of the FCC by reaching a mutually acceptable arrangement to expeditiously provide cellular telephone service in Wisconsin 8-Vernon Rural Service Area (the "RSA") and believe that this agreement is consistent with the FCC's cellular telecommunications policy and is lawful and in the public interest;

WHEREAS, a majority of the wireline carriers whose RSA 8 service applications were initially accepted by the FCC (the "Filing Parties") have voted to permit the following wireline carriers with a subscriber presence an opportunity to participate in the ownership and operation of a cellular system in the RSA:

Central Western Communications, Inc., Hillsboro Telephone Company, LaValle Telephone Cooperative and UTELCO; and

WHEREAS, the Parties hereto agree that subsequent to the earlier of the date of the wireline lottery conducted by the FCC with respect to the RSA or the date on which a full settlement is reached among all of the wireline competing applicants for the license to serve the RSA, they will enter into a Partnership agreement consistent with the terms and provisions hereof, providing for the ownership and operation of a cellular system within the RSA (the "Partnership").

NOW, THEREFORE, the Parties hereto agree as follows:

(1) Each of the Parties to this agreement may assign its rights in and obligations to the Partnership to that Party's affiliate. Each Party further recognizes and agrees that each Party hereto is acting for and on behalf of itself and any of its affiliates, including their subsidiaries, any of their corporate affiliates, or any Partnerships controlled by them.

(2) This agreement is subject to and conditioned upon FCC approval. In addition, this agreement is expressly contingent upon and subject to a continuation of the FCC's cellular wireline allocation relating to the RSA, a continuation of the FCC's recognition of cumulative lottery chances for wireline applicants entering into a settlement agreement such as this agreement, and the issuance by the FCC of a license to the Partnership empowering the Parties to construct a cellular mobile telephone

system and provide cellular telephone service in the RSA, as well as any requisite state or other regulatory approvals. The Parties agree to use their best efforts to obtain such continuation and approvals. Should any license or other regulatory approval necessary for the RSA not be granted (after exhaustion of any appellate proceedings) to the Partnership, its successor or assigns, the Parties agree this agreement is null and void.

(3) The Parties to the agreement shall use their best efforts to enter into a Partnership agreement providing for the ownership and operation of a cellular system within the RSA. The Partnership agreement shall be substantially similar to the attached Exhibit A.

(4) Each Party shall have the right, but not the obligation, to acquire an equal initial Partnership interest.

Richard A. Kiel
Central Wireless Communications Inc.

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EM
Farmers Telephone Co

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Monroe County Tel Co
Company, for Universal
Cellular for Wisconsin
RSA #8.1, Inc.
3/14/89

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JK
Mount Horeb Tel. Co.

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OK Richard Grant Telephone Co

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UTELCO, Inc.

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J.E, 3/14/89

Vernon Telephone
Cooperative

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Viroqua Telephone Company

(5) Each Partner shall be given the opportunity to contribute additional capital required by the Partnership to fund the provision of cellular service in the RSA and any authorized expansions within the RSA in the same proportion as that Partner's then current share of the capital account of that Partnership. In the event that a Partner does not agree to contribute additional capital, if any is required, that Partner's interest in the Partnership will be diluted to reflect its decreased percentage of ownership. Nothing herein shall be deemed to require any Partner to make any additional capital contribution.

(6)(a) Each Filing Party has prepared and filed with the FCC, individually and at its own expense, an application in a condition acceptable for filing, for authority to provide wireline cellular service to the RSA. Each Filing Party represents and warrants that it is the real party in interest in its own application and that it has no ownership interest, direct or indirect, legal or equitable, in any other application to provide cellular service to the RSA that would be inconsistent with the rules and policies of the FCC. Within seven days following the FCC's announcement of the lottery results or the announcement of a full market settlement agreement for the RSA, as appropriate, the lottery winner or the party designated as the surviving application shall file with the FCC the paper original and two hard copies of its application. The surviving application is hereby designated as Century Cellunet, Inc.

(b) In the event a full settlement is reached in the RSA, each Party agrees that the construction permit(s) will be issued to the Partnership contemplated hereby, and, following the issuance of such permit(s), to request the FCC to dismiss its application previously filed in relation to the RSA, such request to be contingent upon FCC approval of this agreement and of the Partnership for the RSA.

(c) In the event a full settlement is not reached in the RSA and a lottery is held, each Party agrees that, in the event this agreement is approved by the FCC, if such approval is required, and the application of a Party to this agreement is selected by the FCC, said Party shall assign its right in the construction permit to the Partnership contemplated hereby, and the other Parties to this agreement shall not pursue their applications or take any action to seek dismissal of an application of any other Party to this agreement. Each Party agrees that following the formation of the Partnership and the issuance of a construction permit or permits thereto, it will request the FCC to dismiss its application filed in relation to the RSA, such request to be contingent upon any required FCC approval of the Partnership. Each Party also agrees to support any FCC action necessary to effectuate this agreement. Provided, however, that in the event the FCC does not approve this agreement, and such approval is required, each Party agrees that, in the event the application of a Party to this agreement is selected by the FCC, said Party

intends to proceed with the construction of the cellular system described in its application.

(7) The Parties will make all decisions concerning the operation, the amendment and prosecution of the surviving application, expansion (including natural extensions beyond the RSA) and funding requirements of the Partnership. Unless state law requires the licenses to be held in the name of the partners, the Partnership will apply, on behalf of the Partnership and in the Partnership's name, for all federal and state regulatory licenses, permits and other approvals and, after they are obtained, the Partnership will be the holder of record of such licenses, permits and approvals. As required by the FCC, the Partnership will operate and control all facilities necessary to provide cellular service in the RSA.

(8) On behalf of the Partnership, its partners shall perform all activities and/or functions necessary to develop, market, sell, establish, operate, maintain and manage the cellular service, and may include the cost of performing such activities and functions in its determination of the income or losses of the Partnership. The terms and conditions of the Partnership Agreement will provide auditing rights to all Partners having a minority interest in the Partnership. The Partnership will acquire and hold, directly or through license, all real and personal property, equipment, software and other assets required to provide cellular service in the RSA.