

in this Agreement, the term "Cumulative Earnings" shall mean the accumulated net income or loss of the RSA 7 Partnership for federal income tax purposes, computed before the effect of income taxes, from inception through the date of reference.

8. Representations of TDS Parties. TDS and each of its affiliates that is a party to this Agreement (the "TDS Parties") hereby represent and warrant to the BellSouth Parties as follows:

(a) Such TDS Party is a corporation duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to execute and deliver this Agreement, including the releases contained herein, and to conclude the transactions contemplated hereby.

(b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of such TDS Party. This Agreement constitutes the valid and binding obligation of such TDS Party, enforceable against it in accordance with its terms. None of the TDS Parties has sold, transferred or assigned to any party any of its rights to the claims which are subject to the releases contained in paragraphs 1(c) and 2(c) hereof.

9. Notices. All notices, requests, demands and other communications related to this Agreement shall be in writing and shall be deemed to have been duly given and effective (i) upon

receipt if delivered in person, by cable, telecopier or telegram.
(ii) one business day after deposit prepaid with a national overnight express delivery service (e.g., Federal Express or Airborne), or (iii) three business days after deposit in the United States Mail (registered or certified mail, postage prepaid, return receipt requested):

If to TDS: Telephone and Data Systems, Inc.
30 North LaSalle Street
Suite 4000
Chicago, Illinois 60602
Attention: Mr. LeRoy T. Carlson
Fax No.: (312) 630-1908

with a copy to: Sidley & Austin
One First National Plaza
Chicago, Illinois 60603
Attention: Michael G. Hron, Esq.
Fax No.: (312) 853-7036

If to BellSouth: BellSouth Mobility, Inc.
1100 Peachtree Street, N.E.
Suite 1000
Atlanta, Georgia 30309-4599
Attention: Mr. Odie Donald
Fax No.: (404) 249-0779

with a copy to: BellSouth Cellular Corp.
1100 Peachtree Street, N.E.
Suite 1000
Atlanta, Georgia 30309-4599
Attention: Martin T. Walsh, Esq.
Fax No.: (404) 249-4488

10. Non-Disclosure. No party to this Agreement shall disclose the terms of the settlement embodied herein without the prior written consent of each other party, except as required by law or by the terms of the agreements governing the partnership interests to be transferred pursuant hereto.

11. Amendments. This Agreement may be amended or modified only by a written instrument executed by the parties hereto.

12. Governing Law. The rights and obligations of the parties under this Agreement shall be construed under and governed by the laws of the State of Delaware. If it becomes necessary to interpret or enforce any of the provisions of this Agreement, it is the intent of all parties that the laws of the State of Delaware (excluding principles and provisions related to conflicts of laws or choice of laws) shall apply.

13. Binding Effect; Assignability. This Agreement, including the documents executed pursuant hereto, shall bind and inure to the benefit of the parties hereto and their respective representatives, receivers, trustees, successors, transferees and assigns.

14. Cooperation and Execution of Documents. The parties agree to execute and deliver properly and promptly any and all additional documents that may be necessary to render this Agreement and the documents to be executed pursuant hereto legally and practically effective. This paragraph shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

15. Entire Agreement. This Agreement and the documents executed pursuant hereto constitute the entire understanding between the parties governing the matters addressed herein. No prior agreement or representation, whether oral or written shall have any force or effect thereon.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. No Admission. It is understood and agreed that this Agreement, the exhibits hereto, all consideration given or accepted in connection with the agreements, and the covenants made herein, are all made, given and accepted in settlement and compromise of disputed claims and are not an admission of liability by anyone.

18. Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that monetary damages will not be an adequate remedy for the performing parties. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction. In the event of any action to enforce this provision, all non-performing parties shall and do hereby waive the defense that there is an adequate remedy at law.

19. Effective Date. Paragraphs 1, 2 and 4 of this Agreement shall not become effective until the FCC has approved this Agreement, unconditionally and with no findings adverse to

any party hereto, and such approval shall have become final and non-appealable.

20. Termination. Either USCC or BellSouth shall have the right to terminate this Agreement, by written notice to the other, in the event that the FCC Consent has not become final, at any time after September 1, 1996.

* * * * *

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

BELLSOUTH MOBILITY INC

Martin T Walsh

By Martin T Walsh
Its VP & Gen Counsel

NASHVILLE/CLARKSVILLE CGSA, INC.

Martin T Walsh

By Martin T Walsh
Its VP & Gen Counsel

NASHVILLE/CLARKSVILLE MSA LIMITED PARTNERSHIP, by NASHVILLE/CLARKSVILLE CGSA, INC., its General Partner

Martin T Walsh

By Martin T Walsh
Its VP & Gen Counsel

LOUISIANA CGSA, INC.

Martin T Walsh

By Martin T Walsh
Its VP & Gen Counsel

BATON ROUGE MSA LIMITED PARTNERSHIP, by LOUISIANA CGSA, INC., its General Partner

Martin T Walsh

By Martin T Walsh
Its VP & Gen Counsel

HUMPHREYS COUNTY CELLULAR, INC.

Martin T Walsh

By LeRoy T. Carlson
Its Authorized Representative

TELEPHONE AND DATA SYSTEMS, INC.

LeRoy T. Carlson

By LeRoy T. Carlson
Its Chairman

UNITED STATES CELLULAR CORPORATION

LeRoy T. Carlson

By LeRoy T. Carlson
Its Authorized Representative

UNITED STATES CELLULAR INVESTMENT CO. OF NASHVILLE

LeRoy T. Carlson

By LeRoy T. Carlson
Its Authorized Representative

STAR CELLULAR TELEPHONE COMPANY, INC.

LeRoy T. Carlson

By LeRoy T. Carlson
Its Authorized Representative

CAPITOL CELLULAR, INC.

LeRoy T. Carlson

By LeRoy T. Carlson
Its Authorized Representative

Signature Page to Definitive Settlement Agreement

EXHIBIT 2

Exhibit 2

ATTACHMENTS TO DEFINITIVE SETTLEMENT AGREEMENT

- Exhibit A . . . Stipulated Order for settlement of the Nashville Litigation to be submitted to the Federal Court in the Nashville Litigation [omitted];
- Exhibit B . . . Stipulated Order for settlement of the Baton Rouge Litigation to be submitted to the Federal Court in the Baton Rouge Litigation [omitted];
- Exhibit C . . . Partnership Interest Purchase Agreement, providing for the sale by Star to BellSouth of a 2.01% limited partnership interest in the Baton Rouge licensee [included];
- Exhibit D . . . Tennessee RSA Transfer Agreement, providing for transfers and assignments of cellular interests in Tennessee RSAs 1-B1 and 5-B1 to effectuate the settlement of the Nashville Litigation [omitted];
- Exhibit E . . . License Transfer and Joint Contribution Agreement, providing for transfers and assignments of cellular interests in Tennessee RSAs 5-3 and 9-B to effectuate the settlement of the Nashville Litigation [omitted];
- Exhibit F . . . Partnership Interest Purchase Agreement, providing for transfers and assignments of cellular interests in Louisiana RSA 7 to effectuate the settlement of the Baton Rouge Litigation [omitted].

**EXHIBIT C TO
SETTLEMENT AGREEMENT**

PARTNERSHIP INTEREST PURCHASE AGREEMENT

This PARTNERSHIP INTEREST PURCHASE AGREEMENT ("Purchase Agreement") is entered into as of the 10th day of March, 1995, by and between UNITED STATES CELLULAR CORPORATION ("USCC"), a Delaware Corporation, STAR CELLULAR TELEPHONE COMPANY, INC. ("Star"), a Delaware corporation, BELLSOUTH MOBILITY INC ("BellSouth"), a Georgia corporation, and LOUISIANA CGSA, INC. ("LCGSA"), a Georgia corporation.

RECITALS

WHEREAS, LCGSA is both the General Partner and a Limited Partner of the Baton Rouge MSA Limited Partnership (the "Baton Rouge LP");

WHEREAS, the parties have entered into a Settlement Agreement dated as of March 10, 1995 (the "Settlement Agreement"), which resolves certain disputes and provides for the dismissal of certain lawsuits relating to the rights of the parties under the Baton Rouge MSA Limited Partnership Agreement (the "Baton Rouge LP Agreement") and the Nashville/Clarksville MSA Limited Partnership Agreement (the "Nashville LP Agreement");

WHEREAS, the parties to the Settlement Agreement have applied for the approval or consent of the FCC to the Settlement Agreement; and

WHEREAS, this Purchase Agreement is entered into between the parties pursuant to the terms of the Settlement Agreement, and the mutual execution of this Purchase Agreement is a condition to the effectiveness of the Settlement Agreement;

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Purchase And Sale Of Baton Rouge Interest.

1.1 Sale Of Baton Rouge Interest. Subject to the provisions of this Purchase Agreement, Star hereby agrees to sell, convey, assign, transfer and deliver to LCGSA a 2.01% limited partnership interest in the Baton Rouge LP (the "Baton Rouge Interest") free and clear of all liens, security interests, pledges, encumbrances, claims, options and restrictions, other than the obligations and restrictions contained in the Baton Rouge LP Agreement.

1.2 Purchase Price Of Baton Rouge Interest. The total purchase price for the Baton Rouge Interest to be paid by LCGSA to Star at the closing of this Purchase Agreement shall be \$1,682,400, plus the amount of any capital contributions made by Star in respect of such partnership interest from the date of the Settlement Agreement through the Closing Date (as hereinafter defined). The purchase price shall be paid on the Closing Date by wire transfer or delivery of a cashier's check to Star in the amount of the purchase price.

1.3 FCC Application. Each party to this Purchase Agreement shall cooperate in the preparation and filing, within ten business days after the execution hereof, of an application with the FCC for its consent to the transaction contemplated by this Purchase Agreement (the "FCC Approval").

1.4 Closing. (a) The purchase and sale of the Baton Rouge Interest (the "Closing") shall take place at the offices of BellSouth, 1100 Peachtree Street, NE, Atlanta, Georgia 30309, or at such other place as LCGSA and Star mutually agree, as of the close of business on the fifth business day following the satisfaction or waiver of all of the conditions to the respective parties' obligations to complete the transaction, or at such other time as the parties mutually agree (the "Closing Date").

(b) At the Closing, Star shall deliver to LCGSA an assignment for the Baton Rouge Interest in the form attached to this Purchase Agreement as Exhibit 1 and the items required to be delivered pursuant to Section 4 of this Purchase Agreement. At the Closing, LCGSA shall deliver the purchase price to Star, by wire transfer or cashier's check, and the items required to be delivered pursuant to Section 5 of this Purchase Agreement.

1.5 Effective Date. The effective date of the transaction contemplated by this Purchase Agreement shall be the close of business on the Closing Date, and LCGSA shall cause the Baton Rouge LP Agreement to be amended to provide for such effective date, to which amendment the parties hereto hereby consent. All partnership income and loss attributable to the Baton Rouge Interest for income tax purposes for the period ending on the Closing Date shall be allocated to Star.

2. Representations and Warranties Of USCC and Star. USCC and Star represent and warrant jointly and severally as follows:

2.1 Authorization. USCC and Star have full corporate power and authority to execute, deliver and perform their obligations under this Purchase Agreement, and the execution, delivery and performance of this Purchase Agreement, and the consummation by Star of the transaction contemplated by this Purchase Agreement, will not result in any violation of, or be in

conflict with, or constitute, with or without the passage of time or giving of notice, a default under any material provision of any instrument, judgment, order, writ, decree or contract to which Star is a party or by which Star or its properties are bound. All acts and conditions required to authorize the execution, delivery and performance by Star of this Purchase Agreement have been duly performed and satisfied.

2.2 Enforceability. This Purchase Agreement constitutes a valid and legally binding obligation of USCC and Star, enforceable in accordance with its terms.

2.3 Marketable Title. Star has good and marketable title to the Baton Rouge Interest free and clear of all liens, security interests, pledges, agreements, claims, charges or other encumbrances of any nature whatsoever (other than the obligations and restrictions contained in the Baton Rouge LP Agreement.

2.4 Litigation. With the exception of the litigation and proceedings referred to in the Settlement Agreement (the "Litigation"), there is no action, suit, proceeding or investigation pending or currently threatened against USCC or Star which questions the validity of this Purchase Agreement, the right of Star to enter into this Purchase Agreement or to consummate the transaction contemplated hereby, or which might result in any change in the current equity ownership of the Baton Rouge LP.

2.5 Capital Contributions. As of the Closing Date Star will have timely made all required capital contributions with respect to the Baton Rouge Interest.

3. Representations And Warranties Of BellSouth and LCGSA. BellSouth and LCGSA jointly and severally represent and warrant as follows:

3.1 Authorization. BellSouth and LCGSA have full corporate power and authority to execute, deliver and perform their obligations under this Purchase Agreement and to own the Baton Rouge Interest. The execution, delivery and performance of this Purchase Agreement, and the consummation by LCGSA of the transaction contemplated by this Purchase Agreement, will not result in any violation of or be in conflict with, or constitute, with or without the passage of time or giving of notice, a default under any material provision of any instrument, judgment, order, writ, decree or contract to which LCGSA is a party or by which LCGSA or its properties are bound. All acts and conditions required to authorize the execution, delivery and performance by LCGSA of this Purchase Agreement have been duly performed and satisfied.

3.2 Ownership of Cellular Interests. BellSouth has good and marketable title, free and clear of all liens, security interests, pledges, agreements, claims, charges or other encumbrances of any nature whatsoever (other than the obligations and restrictions contained in the Settlement Agreement, the Baton Rouge LP Agreement and the respective partnership agreements relating to the referenced Partnerships, and other than, in the case of BellSouth's interest in Louisiana RSA #7 General Partnership, an agreement to convey a 15% general partnership interest in such partnership to Reserve Telephone Company, subject to the occurrence of certain events) to:

(a) a general partnership interest representing 35% (and not more than 35%) of all of the partnership interests in the Acadiana Partnership, which holds the license to provide wireless cellular service in Rural Service Area ("RSA") No. 5-B2 and RSA No. 6-B1 in the State of Louisiana;

(b) a general partnership interest representing 67% (and not more than 67%) of all of the partnership interests in the Louisiana RSA #7 Cellular General Partnership, which holds the license to provide wireline cellular service in RSA No. 7 in the State of Louisiana; and

(c) 51% (and not more than 51%) of all of the partnership interests in the Lafayette MSA Limited Partnership, which holds the license to provide wireline cellular service in RSA No. 6-B2 in the State of Louisiana.

3.3 Enforceability. This Purchase Agreement constitutes a valid and legally binding obligation of BellSouth and LCGSA, enforceable in accordance with its terms.

3.4 Litigation. There is no action, suit, proceeding or investigation pending or currently threatened against LCGSA which questions the validity of this Purchase Agreement or the right of LCGSA to enter into this Purchase Agreement or to consummate the transaction contemplated hereby.

4. Conditions To LCGSA's Obligations At Closing. The obligations of LCGSA under Section 1 of this Purchase Agreement are subject to the fulfillment on or before the Closing of each of the following conditions:

4.1 Representations And Warranties. The representations and warranties of USCC and Star contained in Section 2 shall be true on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date.

4.2 Performance. Star shall have performed and complied with all agreements, obligations and conditions contained in this Purchase Agreement that are required to be performed or complied with by Star on or before the Closing.

4.3 Certificate. At the Closing, USCC and Star shall furnish LCGSA with a certificate or certificates, signed by officers of USCC and Star, certifying that the conditions set forth in Sections 4.1 and 4.2 hereof have been satisfied.

4.4 Proceedings And Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to BellSouth's counsel, and BellSouth's counsel shall have received all such counterpart original and certified or other copies of such documents as they may reasonably request.

4.5 Absence Of Litigation. There shall be no injunction, restraining order or order of any nature issued by any court of competent jurisdiction which directs that this Purchase Agreement or any transaction contemplated hereby shall not be consummated as herein provided, nor shall there be any suit, action or other proceeding which seeks to restrain or prohibit the consummation of any transaction contemplated by this Purchase Agreement or asserts the illegality of any transaction contemplated hereby.

4.6 FCC Consent. The FCC shall have issued the FCC Consent (as such term is defined in the Settlement Agreement) and such consent shall have become final and non-appealable.

4.7 Closing of Related Transactions. BellSouth, USCC and their respective subsidiaries and affiliates shall, prior to or simultaneously with the consummation of the transaction contemplated by this Purchase Agreement, consummate the other transactions contemplated by the Settlement Agreement.

4.8 Dismissal of La Star Application. The application of La Star Cellular Telephone Company for a construction permit for cellular radio facilities operating on the B Block in the New Orleans, Louisiana Metropolitan Statistical Area shall have been dismissed by the FCC with prejudice and such dismissal shall have become final and non-appealable.

5. Conditions To Star's Obligations At Closing. The obligations of Star under Section 1 of this Purchase Agreement are subject to the fulfillment on or before the Closing of each of the following conditions:

5.1 Representations And Warranties. The representations and warranties of BellSouth and LCGSA contained in Section 3 shall be true on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date.

5.2 Performance. LCGSA shall have performed and complied with all agreements, obligations and conditions contained in this Purchase Agreement that are required to be performed or complied with by LCGSA on or before the Closing.

5.3. Certificate. At the Closing, BellSouth and LCGSA shall furnish Star with a certificate or certificates, signed by officers of BellSouth and LCGSA, certifying that the conditions set forth in Sections 5.1 and 5.2 hereof have been satisfied.

5.4 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to Star's counsel, and Star's counsel shall have received all such counterpart original and certified or other copies of such documents as they may reasonably request.

5.5 Absence Of Litigation. There shall be no injunction, restraining order or order of any nature issued by any court of competent jurisdiction which directs that this Purchase Agreement or any transaction contemplated hereby shall not be consummated as herein provided, nor shall there be any suit, action or other proceeding which seeks to restrain or prohibit the consummation of any transaction contemplated by this Purchase Agreement or asserts the illegality of any transaction contemplated hereby.

5.6 FCC Consent. The FCC shall have issued the FCC Consent (as such term is defined in the Settlement Agreement) and such consent shall have become final and non-appealable.

5.7 Closing of Related Transactions. BellSouth, USCC and their respective subsidiaries and affiliates shall, prior to or simultaneously with the consummation of the transaction contemplated by this Purchase Agreement, consummate the other transactions contemplated by the Settlement Agreement.

6. Indemnification

6.1 Survival. The representations, warranties, covenants and agreements of the parties contained in or made pursuant to this Purchase Agreement shall survive and shall not expire with or be terminated or extinguished by the Closing,

notwithstanding any investigation conducted by the parties or their agents.

6.2 Indemnity By BellSouth. BellSouth hereby agrees to indemnify and hold harmless Star and its affiliates, directors, officers and employees against any and all losses, claims, damages, liabilities and expenses, including costs of investigation, legal fees and court costs ("Losses") to which any of them may become subject as a result of:

(a) any error or misstatement in any of the representations and warranties of BellSouth contained in or made pursuant to this Purchase Agreement, or

(b) the failure of BellSouth to comply with any of its obligations, covenants or agreements contained in this Purchase Agreement.

6.3 Indemnity By USCC. USCC hereby agrees to indemnify and hold harmless LCGSA and its affiliates, directors, officers and employees against any and all Losses to which any of them may become subject as a result of:

(a) any error or misstatement in any of the representations and warranties of Star contained in or made pursuant to this Purchase Agreement, or

(b) the failure of Star to comply with any of its obligations, covenants or agreements contained in this Purchase Agreement.

7. Miscellaneous

7.1 Successors And Assigns. The terms and conditions of this Purchase Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Purchase Agreement is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Purchase Agreement, except as expressly provided in this Purchase Agreement.

7.2 Expenses. Each party shall pay the costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of this Purchase Agreement, except as otherwise provided herein.

7.3 Failure Of Conditions: Termination. (a) If any of the conditions specified in Section 4 or 5 of this Purchase Agreement is not fulfilled on or before September 30, 1996, then

LCGSA (with respect to conditions in Section 4) and Star (with respect to conditions in Section 5) shall have the right, upon prompt written notice to the other, to terminate and rescind this Purchase Agreement.

(b) This Agreement shall terminate automatically and without any action of any of the parties hereto if the Settlement Agreement or any of the other agreements provided for in the Settlement Agreement shall terminate for any reason.

7.4 Notices. All notices, requests, demands and other communications called for or contemplated by this Purchase Agreement shall be in writing and shall be deemed to have been duly given by (a) mailing the same by certified mail, return receipt requested, or (b) delivering the same by hand, or (c) sending the same by telecopy, to the following addresses (or to such other addresses as the parties may designate by duly given written notice), provided that communications that are mailed shall not be deemed to have been given until five business days after mailing.

If to Star:

H. Donald Nelson, President
United States Cellular Corporation
8410 West Bryn Mawr, Suite 700
Chicago, Illinois 60631
(312) 399-8900
Telecopy: (312) 399-8936

with a copy to:

Michael G. Hron, Esq.
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603
(312) 853-2030
Telecopy: (312) 853-7036

If to BellSouth:

Odie C. Donald
President
BellSouth Mobility
1100 Peachtree Street, N.E.
Atlanta, GA 30309-4599
(404) 249-0810
Telecopy: (404) 249-0779

with a copy to:

Martin T. Walsh, Esq.
Vice President and General Counsel
BellSouth Cellular Corp.
1100 Peachtree Street, N.E.
Atlanta, GA 30309-4599
(404) 249-0813
Telecopy: (404) 249-4488

7.5 Authority All persons executing this Purchase Agreement in representative capacities represent and warrant that they have full power and authority to bind their respective corporations.

7.6 Governing Law. This Purchase Agreement is entered into under the laws of the State of Delaware. If it becomes necessary to interpret or enforce any of the Purchase Agreement's terms, it is the intent of all parties that the laws of the State of Delaware (excluding principles and provisions related to conflicts of laws or choice of laws) shall apply.

7.7 Binding Effect; Assignability. This Purchase Agreement, including the documents executed pursuant to this Purchase Agreement, shall bind and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.

7.8 Cooperation In Execution Of Documents. Each party covenants and agrees to proceed in good faith and to use its reasonable best efforts to satisfy the conditions to the obligations of the other party hereunder. The parties agree to execute and deliver properly and promptly any and all additional documents that may be necessary to render this Purchase Agreement and the documents executed pursuant to this Purchase Agreement legally and practically effective. This Section shall not require the execution of any document that expands, alters or in any way changes the terms of this Purchase Agreement.

7.9 Headings Not Controlling. The Section headings included herein are for reference only and are not a part of this Purchase Agreement. The headings shall not control or alter the meaning of this Purchase Agreement as set forth in the text.

7.10 Counterparts. This Purchase Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same Purchase Agreement.

7.11 Incorporation Of Exhibits. The Exhibits referred to in this Purchase Agreement are incorporated herein by this reference as if fully set forth here.

7.12 Waiver. Any term or condition of this Purchase Agreement may be waived by the party benefitted by that term or condition, but only by a written notice which identifies the term or condition waived and is signed by the party waiving that term or condition. Any waiver of any breach by another party of, or failure to enforce any term or condition of this Purchase Agreement with respect to any particular event or circumstance shall apply only to that particular event or circumstance and shall not in any way affect, limit or waive a party's right to enforce compliance thereafter with respect to any subsequent event or circumstance or with respect to any other term or condition of this Purchase Agreement.

7.13 Time Of The Essence. Time is of the essence with regard to this Purchase Agreement.

7.14 Entire Agreement. This Purchase Agreement, together with the Settlement Agreement to which this Purchase Agreement is an Exhibit, constitutes the entire understanding of the parties with respect to the purchase of the Baton Rouge Interest by BellSouth. This Purchase Agreement may not be modified, interpreted, amended or revoked orally, but only by a writing signed by all parties. This Purchase Agreement and the Settlement Agreement supersede and replace any prior settlement discussions, representations and agreements, all of which are merged into, and superseded by, this Purchase Agreement and the Settlement Agreement. No party is entering into this Purchase Agreement in reliance upon any oral or written promise, inducement, representation, understanding, interpretation or agreement other than those contained in this Purchase Agreement and the Settlement Agreement.

7.15 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Purchase Agreement were not performed in accordance with their specific terms or were otherwise breached, and that monetary damages would not be an adequate remedy for the performing parties. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Purchase Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction. In the event of any action to enforce this provision, all non-performing parties shall and do hereby waive the defense that there is an adequate remedy at law.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the date first written above.

BELLSOUTH MOBILITY INC

UNITED STATES CELLULAR CORPORATION

Martin T. Walsh
By: Martin T. Walsh
Its: W. P. & G. Co.

Le Roy T. Carlson
By: LeRoy T. Carlson
Its: Authorized Representative

LOUISIANA CGSA, INC.

STAR CELLULAR TELEPHONE COMPANY, INC.

Martin T. Walsh
By: Martin T. Walsh
Its: W. P. & G. Co.

Le Roy T. Carlson
By: LeRoy T. Carlson
Its: Authorized Representative

SIGNATURE PAGE TO BATON ROUGE PARTNERSHIP INTEREST PURCHASE AGREEMENT

EXHIBIT 3

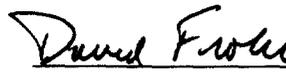
**DECLARATION OF DAVID G. FROLIO
ON BEHALF OF BELL SOUTH MOBILITY INC**

I, David G. Frolio, Assistant Secretary of BellSouth Mobility Inc ("BellSouth") do hereby declare the following:

1. Neither BellSouth nor its affiliates, not its principals has received or given or will receive or give any consideration, other than that specified in the Settlement Agreement filed herewith between BellSouth, Telephone and Data Systems, Inc. ("TDS") and United States Cellular Corporation ("USCC"), for the withdrawal of its Petition to Deny the pro forma application of TDS, File No. 02839-CL-TL-1-94, or of its participation or any pleadings filed in CC Docket 94-11, the proceeding concerning the award to TDS of the license for the Wisconsin 8-Vernon RSA.

2. No oral agreements exist relating to the dismissal of BellSouth's Petition to Deny, the settlement, or for the withdrawal of its participation or any pleadings filed in CC Docket 94-11, other than as described in the Settlement Agreement.

I hereby certify, under penalty of perjury, that the foregoing Declaration is true and correct to the best of my knowledge and belief.



David Frolio
Assistant Secretary

Dated: 3/29/95

DECLARATION OF H. DONALD NELSON
ON BEHALF OF UNITED STATES CELLULAR CORPORATION

I, H. Donald Nelson, an authorized representative of United States Cellular Corporation ("USCC"), do hereby declare the following:

1. Neither USCC nor its principals has received or given or will receive or give any consideration for the settlement and dismissal of the pending petition to deny of BellSouth Mobility Inc ("BellSouth") and for the withdrawal of the participation and pleadings filed by BellSouth in CC Docket 94-11, other than as described in the Settlement Agreement between BellSouth, USCC and Telephone and Data Systems, Inc. ("TDS").

2. No oral agreements exist relating to the dismissal of BellSouth's pending petition to deny, the settlement, or the withdrawal of BellSouth's participation or pleadings filed in CC Docket 94-11, other than as described in the Settlement Agreement.

I hereby certify, under penalty of perjury, that the foregoing Declaration is true and correct to the best of my knowledge and belief.

Date: 3-23-95



H. Donald Nelson
President

DECLARATION OF LEROY T. CARLSON, SR.
ON BEHALF OF TELEPHONE AND DATA SYSTEMS, INC.

I, LeRoy T. Carlson, Sr., an authorized representative of Telephone and Data Systems, Inc. (TDS") do hereby declare the following:

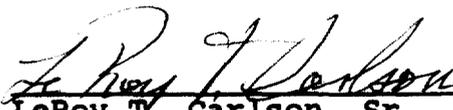
1. Neither TDS nor its principals has received or given or will receive or give any consideration for the settlement and dismissal of the pending petition to deny of BellSouth Mobility Inc ("BellSouth") and for the withdrawal of the participation and pleadings filed by BellSouth in CC Docket 94-11, other than as described in the Settlement Agreement between BellSouth, TDS and United States Cellular Corporation.

2. No oral agreements exist relating to the dismissal of BellSouth's pending petition to deny, the settlement, or the withdrawal of BellSouth's participation or pleadings filed in CC Docket 94-11, other than as described in the Settlement Agreement.

I hereby certify, under penalty of perjury, that the foregoing Declaration is true and correct to the best of my knowledge and belief.

Date:

3/23/95


LeRoy T. Carlson, Sr.
Chairman

Certificate of Service

I, Gayle C. Kosarin, hereby certify that on this 30th day of March, 1995, copies of the foregoing Joint Request were served via first class, postage-paid United States mail on the following:

*The Honorable Joseph P. Gonzalez
Federal Communications Commission
Common Carrier Bureau
2000 L Street, NW
Room 221
Washington, DC 20554

*Joseph P. Weber
Wireless Telecommunications Bureau
Federal Communications Commission
1919 M Street, NW
Room 644
Washington, DC 20554

James A. Kirkland
Mintz, Levin, Cohn, Ferris,
Glovsky & Popeo
701 Pennsylvania Ave., NW
Suite 900
Washington, DC 20004

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