

Before The  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

ORIGINAL

In re Application of )  
 )  
TELEPHONE AND DATA SYSTEMS, )  
INC. )  
 )  
For facilities in the Domestic )  
Public Cellular Telecommunications )  
Radio Service on Frequency Block )  
B, in Market 715, Wisconsin 8 )  
(Vernon), Rural Service Area )

CC Docket No. 94-11  
File No. 10209-CL-P-715-B-88

RECEIVED

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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

To: Honorable Joseph P. Gonzalez  
Administrative Law Judge

DOCKET FILE COPY ORIGINAL

JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT

Telephone and Data Systems, Inc. ("TDS"), United States Cellular Corporation ("USCC"), and the Wisconsin 8 Settlement Group (the "Settlement Group"),<sup>1</sup> by their attorneys, hereby jointly request that the Presiding Judge approve a definitive settlement agreement (the "Agreement") entered into between these companies and certain of their affiliates (the "Settling Parties"). The Agreement resolves all remaining disputes between

<sup>1</sup> The Wisconsin 8 Settlement Group includes Coon Valley Farmers Telephone Company, Inc. ("Coon Valley"), Farmers Telephone Company ("Farmers"), Hillsboro Telephone Company, Inc. ("Hillsboro"), LaValle Telephone Cooperative ("LaValle"), Mount Horeb Telephone Company ("Mt. Horeb"), Richland-Grant Telephone Cooperative, Inc. ("Grant"), Vernon Telephone Cooperative ("Vernon"), Century Cellunet, Inc. ("Century"), Contel Cellular Inc. ("Contel"), Century Telephone of Monroe County, formerly Monroe County Telephone Company ("Monroe"), Frontier Communications of Viroqua, Inc., formerly Viroqua Telephone Company ("Viroqua"), and Pacific Telecom Cellular, Inc., successor by merger to North-West Cellular, Inc. ("PTI").

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TDS, USCC and the Settlement Group before the Federal Communications Commission (the "FCC" or the "Commission") concerning the award of a construction permit (the "FCC authorization") to provide cellular service on the wireline block of frequencies in the Wisconsin 8 - Vernon RSA (the "RSA").

I. Background and Summary.

The application of TDS for the FCC authorization was selected in the lottery for the RSA in March of 1989. The Settlement Group, through Century, filed a Petition to Dismiss or Deny TDS's application for the RSA on July 27, 1989 (the "Petition"). In the Petition, the Settlement Group alleged that TDS's application violated Section 22.921 of the FCC's rules, which prohibited certain cross-interests between applicants for cellular authorizations. The Mobile Services Division denied the Petition and granted TDS's application for the FCC authorization for the RSA.<sup>2</sup> The Common Carrier Bureau affirmed the denial of the Petition and the grant of TDS's application, albeit on different grounds, and the Settlement Group sought Commission review of that decision.<sup>3</sup> On August 18, 1992, the Settlement Group subsequently filed a Supplement to its Application for Review (the "Supplement") arguing that TDS lacked the

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<sup>2</sup> Telephone and Data Systems, Inc., 4 FCC Rcd. 8021 (MSD 1989). The Petition was the only challenge filed to the grant of TDS's application for the RSA.

<sup>3</sup> Telephone and Data Systems, Inc., 6 FCC Rcd. 270 (CCB 1991); see Application for Review, filed Feb. 15, 1991.

qualifications to be an FCC licensee in the RSA because of the alleged misrepresentation and lack of candor by USCC, a TDS subsidiary, in the proceeding involving La Star Cellular Telephone Company (the "La Star proceeding").<sup>4</sup> In the Hearing Designation Order in this proceeding, the Commission denied the claims made by the Settlement Group that TDS had violated Section 22.921 of the FCC's rules.<sup>5</sup> The Commission, however, designated this proceeding for a hearing in CC Docket No. 94-11 (the "Proceeding") to resolve the misrepresentation and candor issues raised against USCC in the La Star proceeding.<sup>6</sup>

Contingent upon the approval by the Presiding Judge of the Agreement and other associated requests, TDS will amend its application to specify Wisconsin RSA No. 8 Limited Partnership (the "Applicant Partnership") as the applicant for the RSA.<sup>7</sup> The members of the Settlement Group each will acquire limited partnership interests in the Applicant Partnership, which

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<sup>4</sup> See La Star Cellular Telephone Company, 7 FCC Rcd. 3762 (1992).

<sup>5</sup> Telephone and Data Systems, Inc., 9 FCC Rcd. 938 (1994) ("HDO").

<sup>6</sup> The Commission rescinded the grant of TDS's application for the RSA, but granted interim operating authority to permit the continued operation of the cellular system that had been constructed pursuant to the FCC authorization granted more than four years earlier.

<sup>7</sup> Concurrently herewith, TDS has filed a Petition For Leave To Amend its application to reflect the terms of the settlement. The amendment called for in the Petition is minor because Wisconsin RSA G.P., Inc., a subsidiary of USCC and thus TDS, will be the only general partner of the Applicant Partnership and will manage the operations of the Applicant Partnership.

subsequently will become the licensee for the RSA. In exchange for their interests in the Applicant Partnership, as part of the bona fide merger of competing applicants, the Settlement Group will withdraw and dismiss with prejudice the Petition, the Supplement, and all related pleadings. Additionally, the Settlement Group has agreed to support the grant of the application of the Applicant Partnership, allowing the dismissal of the applications of the members of the Settlement Group to become final. Pursuant to Section 22.129 of the FCC's Rules, 47 C.F.R. § 22.129(b), TDS, USCC and the Settlement Group (the "Settling Parties") jointly request that the Agreement be approved.<sup>8</sup> In support of these actions, the Settling Parties state as follows:

## II. The Agreement.

The Settling Parties have entered into the Agreement, a copy of which is attached hereto as Exhibit 1. Pursuant to the Agreement, the Settling Parties and certain of their affiliates have agreed to settle their disputes before the FCC in the Proceeding. As described below, in exchange for limited

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<sup>8</sup> The Presiding Judge has the authority to approve the Agreement. The Commission, in its Order designating this Proceeding for a hearing, affirmed the denial of the issues raised in the Petition filed by the Settlement Group. Pursuant to the terms of the Agreement, contingent upon the approval of the Agreement, the Settlement Group will withdraw its Petition and related pleadings with a statement that it no longer seeks to appeal the Commission's denial of the issues raised in the Petition. No further action by the Commission thus would be required.

partnership interests in the Applicant Partnership, the prospective licensee of the wireline cellular system in the RSA (the "System"), the Settlement Group will withdraw the Petition and the Supplement. Concurrently, the Settlement Group will join with TDS and USCC in requesting that TDS's application for the RSA, as amended, be granted. The dismissals of all other applications for the RSA thus will become final when the grant of TDS's application, as amended, becomes final.

Under the terms of the Agreement, TDS and USCC have agreed, contingent upon the approval of the Presiding Judge, to assign TDS's application for the System, and all of the other assets used in the operation of the System,<sup>9</sup> to the Applicant Partnership. The sole general and managing partner of the Applicant Partnership, holding a seventy-four percent (74%) equity interest, will be a subsidiary of USCC. Each member of the Settlement Group will acquire a two percent 2% limited partnership interest in the Applicant Partnership. The acquisition represents a bona fide merger of competing applicants for the FCC authorization for the RSA. See 47 C.F.R. § 1.129(a)(1). The terms of the acquisition of the limited partnership interests in the Applicant Partnership are contained in the Partnership Interest Purchase Agreement (the "Purchase Agreement"). The terms that will govern the operation of the

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<sup>9</sup> As recognized in the HDO and discussed above, see supra at 3 n.6, the System is operational and providing service to the public. The System thus holds title to various tangible and intangible assets.

Applicant Partnership, formed by the merger, are contained in the Amended and Restated Agreement of Limited Partnership of the Applicant Partnership (the "Restated Agreement").<sup>10</sup>

In exchange for their partnership interests in the Applicant Partnership, the members of the Settlement Group have agreed to request that the Commission dismiss the Petition, the Supplement and any related pleadings. The members of the Settlement Group also have agreed to allow the dismissal of their competing applications for the RSA to become final with the finality of the grant of the Applicant Partnership's application.<sup>11</sup> With the dismissal of the Petition, there will remain no challenge by any private party to the grant of TDS's application, as amended, for the RSA.

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<sup>10</sup> Copies of the Purchase Agreement and the Restated Agreement have been submitted under seal to the Presiding Judge and the Wireless Telecommunications Bureau as Exhibit A (the Purchase Agreement) and Exhibit B (the Restated Agreement) to Exhibit 1. The Settling Parties are requesting that these documents, which contain competitively sensitive information and terms, be held confidential pursuant to Section 0.459 of the FCC's Rules, 47 C.F.R. § 0.459.

<sup>11</sup> From a procedural standpoint, no further action of the Commission would be necessary with respect to the Petition or the applications of the members of the Settlement Group. First, the Commission affirmed the denial of the substantive issues raised in the Petition in the HDO in this Proceeding. See HDO, 9 FCC Rcd. at 940-44. Pursuant to the Agreement, the denial of the issued raised in the Petition will become final without further administrative or judicial appeal by the Settlement Group. Second, because TDS has been named the tentative selectee in the RSA, the applications of the members of the Settlement Group are not pending. With the finality of the grant of the Applicant Partnership's application, the dismissal of the other applications for the RSA will become final.

### III. The Agreement Should Be Approved.

The transactions proposed pursuant to the Agreement are in the public interest and comply with the FCC's rules and policies. Commission policy strongly favors bona fide mergers among parties to contested proceedings. See 47 C.F.R. § 22.129(a). This settlement, resulting in a bona fide merger of competing applicants, will serve the public interest by conserving the resources of the FCC and the Federal courts.<sup>12</sup> Most importantly, the settlement provides for the continuity of cellular service in the RSA and avoids disruption of service to the public in the RSA.

The proposed settlement provides certainty regarding the ownership interests and rights in the RSA, eliminating all remaining objections to the grant of the Applicant Partnership's application for the RSA. Service presently being provided under interim operating authority thus will be continued without any disruption to the public. The final order granting that application also will provide a more stable basis for decisions by the wireline cellular licensees in the RSA and adjoining markets on the future plans and growth of these cellular markets.

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<sup>12</sup> The settlement resolves outstanding issues consistent with the FCC's rules and policies. The FCC will not be required to adjudicate or litigate its decision on the Settlement Group's Petition. Moreover, as discussed at a pre-hearing conference, see Tr. 376-381, the settlement, contingent upon the approval of other anticipated motions, will result in a more expeditious resolution of the issues designated in the Proceeding.

The settlement therefore furthers the important FCC policy objective of encouraging the efficient and expeditious development of cellular service.

The transactions proposed in the Agreement comply with Section 22.129 of the FCC's rules. Section 22.129 was adopted to prevent the payment of "greenmail" to parties merely speculating in litigation over cellular lotteries and to discourage thereby the filing of frivolous pleadings. See Report and Order, 9 FCC Rcd. 6513, 6550 (1994). The transactions contemplated in the Agreement represent a bona fide merger of competing applicants for the authorization for the RSA and do not involve the payment of money or other consideration to any party in excess of the Settling Parties' legitimate and prudent expenses.

The purchase and assignment of interests in the Applicant Partnership called for in the Agreement and its accompanying documents resolves ongoing disputes over the award of the FCC authorization for the System to TDS rather than the members of the Settlement Group. In settlement of the disputes between competing applicants, TDS and USCC have agreed to merge with the members of the Settlement Group. The members of the Settlement Group will pay to TDS and USCC or their affiliates an amount of cash representing only their share of the cumulative net investment of TDS and USCC in the operating System.

The transactions contemplated by the Agreement thus do not involve any payment or consideration in excess of litigation expenses, but instead reflect a bona fide resolution by merger of disputes concerning the award of a cellular license. The proposed transactions are fully consistent with the terms of, and policy underlying, Section 22.129, because no consideration being paid exceeds the financial investment in the rights and interests being transferred. See 47 C.F.R. § 22.129(a)(1).

In summary, the public interest will be served by the consummation of the transactions contemplated by the settlement. Resources of the FCC, the Federal Courts, and the parties will be conserved as a result of the settlement. Additionally, consummation of the transactions proposed in the Agreement will avoid disruption of service to the public and help establish certainty of ownership rights and interests in the RSA, promoting a more stable basis for planning and implementing the development and growth of that cellular market. Finally, the proposed settlement complies with the FCC's anti-trafficking rule, Section 22.129. In support of these contentions, the Settling Parties have provided the declarations required by Section 22.129(b), attached hereto as Exhibit 2.

FOR THE FOREGOING REASONS, the Settling Parties request that the Presiding Judge grant the Joint Request, approve the Agreement, and grant the application of TDS, as amended to form the Applicant Partnership.

Respectfully submitted,  
TELEPHONE AND DATA SYSTEMS, INC.

By: Nathaniel F. Emmons (MDS)  
Nathaniel F. Emmons  
Andrew H. Weissman

**Mullin, Rhyne, Emmons, and Topel, P.C.**  
1225 Connecticut Ave. NW, - Suite 300  
Washington, DC 20036-2604  
(202) 659-4700

UNITED STATES CELLULAR CORPORATION

By: Mark D. Schneider  
R. Clark Wadlow  
Mark D. Schneider  
Thomas P. Van Wazer

**Sidley & Austin**  
1722 Eye Street, N.W.  
Washington, DC 20006  
(202) 736-8000

WISCONSIN 8 SETTLEMENT GROUP

By: Kenneth E. Hardman  
Kenneth E. Hardman

**Moir & Hardman**  
2000 L Street, N.W.  
Suite 512  
Washington, DC 20036  
(202) 223-3772

Dated: July 31, 1995

**EXHIBIT 1**

**DEFINITIVE SETTLEMENT AGREEMENT**

**EXECUTION COPY**  
**June 30, 1995**

**SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into as of \_\_\_\_\_, 1995, among Telephone & Data Systems, Inc. ("TDS"), United States Cellular Corporation ("USCC"), Wisconsin RSA #8, Inc. ("USCC Sub" and, together with TDS and USCC, the "TDS Parties"), Coon Valley Farmers Telephone Company, Inc. ("Coon Valley"), Farmers Telephone Company ("Farmers"), Hillsboro Telephone Company, Inc. ("Hillsboro"), LaValle Telephone Cooperative ("LaValle"), Mount Horeb Telephone Company ("Mt. Horeb"), Richland-Grant Telephone Cooperative, Inc. ("Grant"), Vernon Telephone Cooperative ("Vernon" and, together with Coon Valley, Farmers, Hillsboro, LaValle, Mt. Horeb and Grant, the "Class A Parties"), Century Cellunet, Inc. ("Century"), Century Telephone of Monroe County, Inc., f/k/a Monroe County Telephone Company, for Universal Cellular for Wisconsin RSA #8.1, Inc. ("Monroe"), Contel Cellular Inc. ("Contel"), Frontier Communications of Viroqua, Inc., f/k/a Viroqua Telephone Company ("Viroqua"), Pacific Telecom Cellular, Inc., successor by merger to North-West Cellular, Inc. ("PTI" and, together with Century, Monroe, Contel and Viroqua, the "Class B Parties", the Class A Parties and Class B Parties being collectively referred to as the "Settlement Group Parties"), and UTELCO, Inc. ("Utelco").

## **RECITALS**

**WHEREAS**, TDS filed an application (the "TDS Application") with the Federal Communications Commission (the "FCC") for the wireline authorization to provide cellular telephone service in Rural Service Area No. 8 in the State of Wisconsin (the "RSA");

**WHEREAS**, the Settlement Group Parties filed a Petition to Deny the TDS Application (the "Petition to Deny");

**WHEREAS**, the TDS Parties and the Settlement Group Parties are involved in certain proceedings before the FCC, captioned In re Application of Telephone and Data Systems, Inc. (CC Docket No. 94-11), referred to herein as the "Wisconsin 8 Proceeding";

**WHEREAS**, USCC Sub holds, directly or indirectly, certain authorizations and licenses, including interim operating authority from the FCC (the "Interim Operating Authority"), and assets related to the conduct of wireline cellular telephone operations in the RSA;

**WHEREAS**, the parties believe that there are certain matters upon which they can now agree and desire to enter into this Agreement to settle those matters; and

**WHEREAS**, it is the intent of the parties in resolving their disputes that the Settlement Group Parties and Utelco be placed as nearly as possible in the same position they would have been in had they been admitted as limited partners in the RSA Partnership (as hereinafter defined) from the inception of their dispute with TDS;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Joint Request. (a) The parties agree to prepare, as soon as practicable (and in any event within ten business days), to file with the administrative law judge presiding over the Wisconsin 8 Proceeding and to prosecute expeditiously a joint request (the "Joint Request") for approval or consent (the "Court Consent") to this Agreement and, contingent upon approval of this Agreement, for withdrawal of the Petition to Deny and associated pleadings pursuant to Section 22.129 of the FCC's rules. The Joint Request shall additionally request grant of the application of the RSA Partnership for a regular radio station license (the "Regular License") to serve the Wisconsin RSA No. 8 cellular market. Concurrently with the filing of the Joint Request, the TDS Parties agree to file with the FCC and to prosecute expeditiously an application for FCC approval or consent to the pro forma assignment of the Interim Operating Authority (and any

related licenses) to the limited partnership referred to in paragraph 2 hereof (the "Pro Forma Application").

(b) In the event TDS and the staff of the Wireless Telecommunications Bureau shall agree to a curtailment or termination of the Wisconsin 8 Proceeding, the Settlement Group Parties agree to interpose no objection to such agreement or to file comments supporting any such agreement.

(c) No party to this Agreement shall take any action that is inconsistent with obtaining either the Court Consent or the Regular License. The parties further agree to make all other additional filings with the FCC and any other regulatory body having jurisdiction as may be reasonably necessary to carry out the terms of this Agreement.

(d) Effective upon the grant of the Regular License becoming legally final and no longer subject to review, modification or reversal, each of the parties to this Agreement, their affiliates, representatives, administrators, trustees and assigns, and all other persons acting or purporting to act on their behalf or under or purporting to be under their control, hereby mutually release and forever discharge all of the other parties to this Agreement and their current and former directors, officers, agents, employees, parents, subsidiaries, affiliates, predecessors, successors and assigns from any and all claims, actions, causes of action, damages and demands of any nature

whatsoever that have arisen or may arise in law or equity based on the facts and circumstances that were or might have been alleged in the pleadings filed in connection with the TDS Application or the Petition to Deny, or in the Wisconsin 8 Proceeding. The parties acknowledge that they may in the future learn of circumstances bearing on the matters released herein, but it is their intention that the releases contained herein shall be effective as the full and final accord and satisfaction of each and every claim released herein, whether known or unknown. Notwithstanding the preceding sentence, the parties agree that none of the releases contained herein shall extend to any claim that arises out of this Agreement, out of any of the Exhibits attached hereto, or out of any event occurring after the date of the execution of this Agreement.

2. Formation of RSA Partnership. Promptly after the execution of this Agreement, the parties hereto agree to execute an agreement in the form of the Partnership Interest Purchase Agreement (the "Purchase Agreement") attached hereto as Exhibit A, providing for (i) the transfer by USCC Sub to Wisconsin RSA G.P., Inc. ("RSAGP"), of a 74% interest (the "RSAGP Interest") in all of the assets (including the "Interim Operating Authority") used in connection with the provision of wireline cellular telephone service in the RSA, subject to 74% of all of the liabilities associated therewith (the "RSA Assets"), (ii) the joint contribution by USCC Sub and RSAGP of 100% of the RSA Assets to the Wisconsin RSA No. 8 Limited Partnership (the "RSA

Partnership"), (iii) the sale by USCC Sub to the Settlement Group Parties and Utelco of an aggregate 26% interest in the RSA Partnership, and (iv) the payment to USCC Sub by the Settlement Group Parties and Utelco of cash in an aggregate amount to be determined under the terms of the Purchase Agreement.

3. Representations of the Settlement Group Parties and Utelco. Each of the Settlement Group Parties and Utelco hereby represents and warrants to the TDS Parties as follows:

(a) It is a corporation duly organized, validly existing under the laws of the state of its organization and has full corporate power and authority to execute and deliver this Agreement, 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 party. This Agreement constitutes the valid and binding obligation of such party, enforceable against it in accordance with its terms.

4. Representations of TDS Parties. Each of the TDS Parties hereby represents and warrants to the Settlement Group Parties as follows:

(a) It 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.

(c) On the Closing Date, USCC Sub and RSAGP will have, and will transfer good and marketable title to the RSA Assets to the RSA Partnership, free and clear of all mortgages, security interests, pledges, liens, charges and encumbrances.

5. 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, facsimile 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 any TDS Party: 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 any Settlement  
Group Party: Century Cellunet, Inc.  
100 Century Park Drive  
Highway 165 North  
Monroe, LA 71203  
Attention: Mr. Fred Englade  
Fax No.: (318) 388-9462

as agent for the Settlement Group  
Parties

with a copy to: Moir & Hardman  
2000 L. Street, N.W.  
Suite 512  
Washington, D.C. 20036-4907  
Attn: Kenneth E. Hardman, Esq.  
Fax No.: (202) 833-2416

If to Utelco: UTELCO, Inc.  
827 16th Avenue  
P.O. Box 88  
Monroe, WI 53566  
Attention: Mr. Charles D. Metcalf  
Fax No.: (608) 328-1120

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

7. 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.

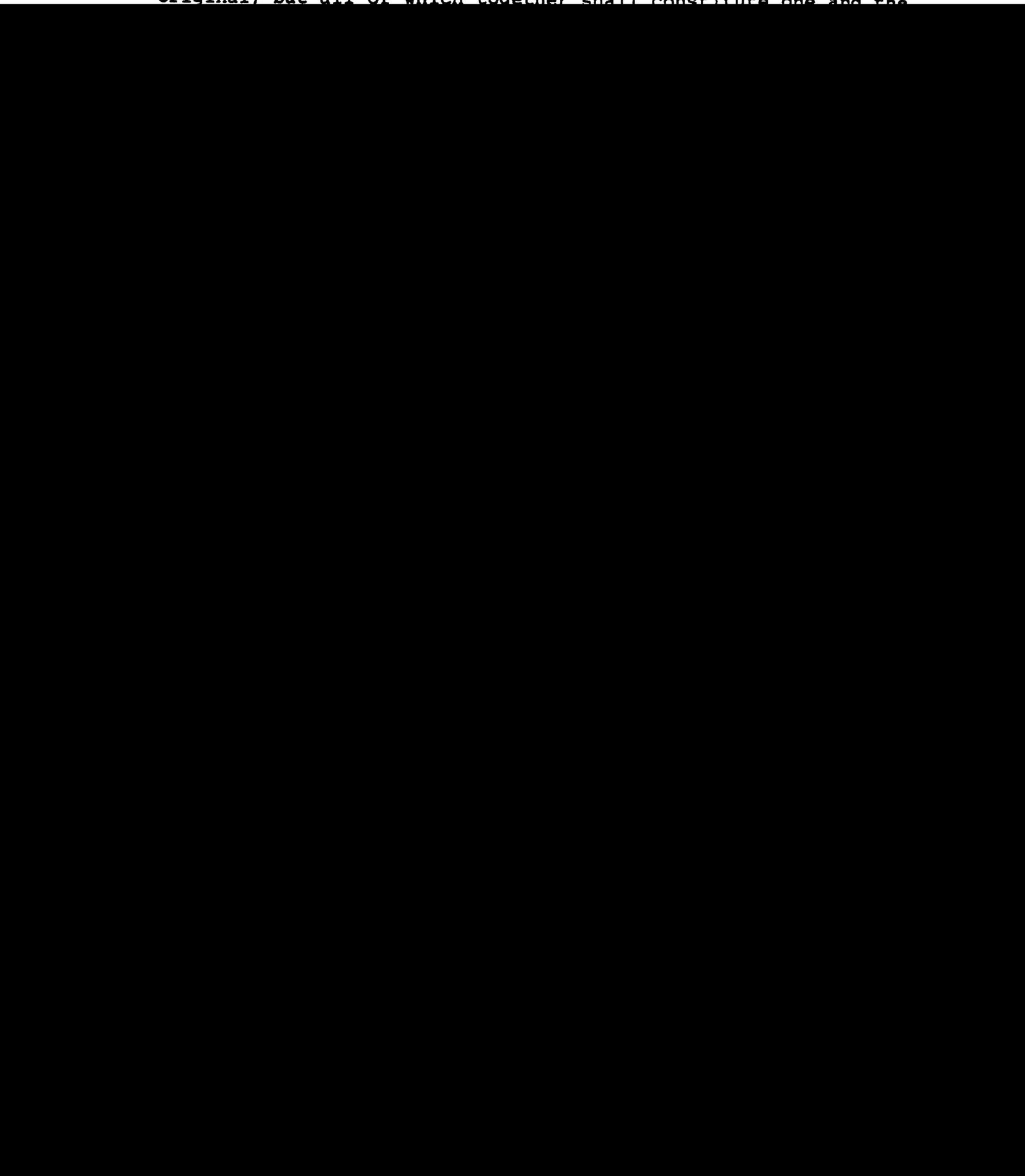
8. Binding Effect; Assignability. This Agreement, including the documents executed pursuant hereto, shall bind and inure to the benefit of the parties hereto and their respective representatives, receivers, trustees, successors, transferees and assigns.

9. 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 affective. This paragraph shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

10. Entire Agreement. This Agreement and the documents executed pursuant hereto constitute the entire understanding among the parties governing the matters addressed herein, and supersedes all prior discussions had among the parties with respect thereto. No prior agreement or representation, whether oral or written, shall have any force or effect hereon.

11. 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



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

TELEPHONE AND DATA SYSTEMS, INC.

MOUNT HOREB TELEPHONE COMPANY

By: [Signature]  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

UNITED STATES CELLULAR CORPORATION

RICHLAND-GRANT TELEPHONE COOPERATIVE, INC.

By: [Signature]  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

WISCONSIN RSA #8, INC.

VERNON TELEPHONE COOPERATIVE

By: [Signature]  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

COON VALLEY FARMERS TELEPHONE COMPANY

CENTURY CELLUNET, INC.

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

HILLSBORO TELEPHONE COMPANY, INC.

CONTEL CELLULAR INC.

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

LAVALLE TELEPHONE COOPERATIVE

CENTURY TELEPHONE OF MONROE COUNTY, INC.

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

(Signature Page 1 of two pages-Wisconsin 8 Settlement Agreement)

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

TELEPHONE AND DATA  
SYSTEMS, INC.

MOUNT HOREB TELEPHONE COMPANY

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

UNITED STATES CELLULAR  
CORPORATION

RICHLAND-GRANT TELEPHONE  
COOPERATIVE, INC.

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

WISCONSIN RSA #8, INC.

VERNON TELEPHONE COOPERATIVE

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

COON VALLEY FARMERS  
TELEPHONE COMPANY

CENTURY CELLUNET, INC.

By: Dean Anderson President  
Dated: July 14, 1995

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

HILLSBORO TELEPHONE  
COMPANY, INC.

CONTEL CELLULAR INC.

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

LAVALLE TELEPHONE COOPERATIVE

CENTURY TELEPHONE OF  
MONROE COUNTY, INC.

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

(Signature Page 1 of two pages-Wisconsin 8 Settlement Agreement)

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

TELEPHONE AND DATA  
SYSTEMS, INC.

MOUNT HOREB TELEPHONE COMPANY

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

UNITED STATES CELLULAR  
CORPORATION

RICHLAND-GRANT TELEPHONE  
COOPERATIVE, INC.

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

WISCONSIN RSA #8, INC.

VERNON TELEPHONE COOPERATIVE

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

COON VALLEY FARMERS  
TELEPHONE COMPANY

CENTURY CELLUNET, INC.

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

HILLSBORO TELEPHONE  
COMPANY, INC.

CONTEL CELLULAR INC.

By: Charles E. Hamm  
Dated: 7-24-95

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

LAVALLE TELEPHONE COOPERATIVE

CENTURY TELEPHONE OF  
MONROE COUNTY, INC.

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

(Signature Page 1 of two pages-Wisconsin 8 Settlement Agreement)

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

TELEPHONE AND DATA SYSTEMS, INC.

MOUNT HOEBB TELEPHONE COMPANY

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

UNITED STATES CELLULAR CORPORATION

RICHLAND-GRANT TELEPHONE COOPERATIVE, INC.

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

WISCONSIN RSA #8, INC.

VERNON TELEPHONE COOPERATIVE

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

COON VALLEY FARMERS TELEPHONE COMPANY

CENTURY CELLUNET, INC.

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

HILLSBORO TELEPHONE COMPANY, INC.

CONTEL CELLULAR INC.

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

LAVALLE TELEPHONE COOPERATIVE

CENTURY TELEPHONE OF MONROE COUNTY, INC.

By:   
Dated: July 21, 1995

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

(signature Page 1 of two pages-Wisconsin B Settlement Agreement)