

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: C.V. Swanson
Dated: 7-25-95

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: _____

By: _____
Dated: _____

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

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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: *[Signature]*
Dated: *July 28, 1995*

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: _____

By: _____
Dated: _____

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CORPORATION

RICHLAND-GRANT TELEPHONE
COOPERATIVE, INC.

By: _____
Dated: _____

By: _____
Dated: _____

WISCONSIN RSA #8, INC.

VERNON TELEPHONE COOPERATIVE

By: _____
Dated: _____

By: Richard L. Jassby Pres.
Dated: July 25, 1995

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

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Dated: _____

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Dated: _____

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Dated: _____

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Dated: _____

WISCONSIN RSA #8, INC.

VERNON TELEPHONE COOPERATIVE

By: _____
Dated: _____

By: _____
Dated: _____

COON VALLEY FARMERS
TELEPHONE COMPANY

CENTURY CELLUNET, INC.

By: _____
Dated: _____

By: *J. P. Cole*
Dated: 7-12-95

HILLSBORO TELEPHONE
COMPANY, INC.

CONTEL CELLULAR INC.

By: _____
Dated: _____

By: _____
Dated: _____

LAVALLE TELEPHONE COOPERATIVE

CENTURY TELEPHONE OF
MONROE COUNTY, INC.

By: _____
Dated: _____

By: *Glen F. Post, Jr.*
Dated: 7/12/95

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

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TELEPHONE AND DATA
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MOUNT HOREB TELEPHONE COMPANY

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Dated: _____

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Dated: _____

UNITED STATES CELLULAR
CORPORATION

RICHLAND-GRANT TELEPHONE
COOPERATIVE, INC.

By: _____
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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: *RS Lerner*
Dated: 7/28/95

LAVALLE TELEPHONE COOPERATIVE

CENTURY TELEPHONE OF
MONROE COUNTY, INC.

By: _____
Dated: _____

By: _____
Dated: _____

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

PACIFIC TELECOM CELLULAR, INC.

FRONTIER COMMUNICATIONS
OF VIROQUA, INC.

By: George S. Skogen
Dated: 7-26-93

By: _____
Dated: _____

UTELCO, INC.

FARMERS TELEPHONE COMPANY

By: _____
Dated: _____

By: _____
Dated: _____

(Signature Page 2 of two pages-Wisconsin 8 Settlement Agreement)

PACIFIC TELECOM CELLULAR, INC.

By: _____
Dated: _____

UTELCO, INC.

By: _____
Dated: _____

FRONTIER COMMUNICATIONS
OF VIROQUA, INC.

By: Chris L. Williams
Dated: 26 July 95

FARMERS TELEPHONE COMPANY

By: _____
Dated: _____

(Signature Page 2 of two pages-Wisconsin 8 Settlement Agreement)

PACIFIC TELECOM CELLULAR, INC.

FRONTIER COMMUNICATIONS
OF VIROQUA, INC.

By: _____
Dated: _____

By: _____
Dated: _____

UTELCO, INC.

FARMERS TELEPHONE COMPANY

By: _____
Dated: _____

By: Edward J. Heckertel
Dated: July 17, 1995

(Signature Page 2 of two pages-Wisconsin 8 Settlement Agreement)

PACIFIC TELECOM CELLULAR, INC.

FRONTIER COMMUNICATIONS
OF VIROQUA, INC.

By: _____
Dated: _____

By: _____
Dated: _____

UTELCO, INC.

FARMERS TELEPHONE COMPANY

By: Charles P. Metcalf
Dated: July 17, 1995

By: _____
Dated: _____

(Signature Page 2 of two pages-Wisconsin 8 Settlement Agreement)

EXHIBIT A TO EXHIBIT 1
PARTNERSHIP INTEREST PURCHASE AGREEMENT

REQUEST FOR CONFIDENTIALITY - 47 C.F.R. § 0.459

Pursuant to Section 0.459 of the FCC's Rules, 47 C.F.R. § 0.459, Telephone and Data Systems, Inc. ("TDS"), United States Cellular Corporation ("USCC"), and the Wisconsin 8 Settlement Group (the "Settlement Group"), collectively referred to as the "Settling Parties," respectfully are requesting that the Partnership Interest Purchase Agreement (the "Purchase Agreement") and the Amended And Restated Agreement Of Limited Partnership (the "Restated Agreement") be kept confidential and be withheld from public inspection. For this reason, the Settling Parties have provided copies of the Purchase Agreement and the Restated Agreement to the Presiding Administrative Law Judge (the "ALJ") and the Wireless Telecommunications Bureau (the "Bureau") for their in camera inspection, but have withheld these documents from the copies of the Joint Request filed with the Commission and served on other parties.

The Purchase Agreement and the Restated Agreement contain commercial information concerning the past operation by TDS and USCC subsidiaries of the wireline cellular system serving the Wisconsin 8 (Vernon) RSA. The Purchase Agreement and the Restated Agreement also contain commercial information concerning the proposed operation of that system by the Settling Parties. This information, and these documents, are not of the type that carriers generally would release to the public; the documents contain information that the Commission in the past has protected from public view. See GTE Corp. and Southern Pacific Co., 53 R.R.2d 365, 368-69 (1983); GTE Corp. and Southern Pacific Co., 56 R.R.2d 621, 624 (1984). For this reason, the Settling Parties respectfully request that the materials submitted to the ALJ and the Bureau be treated as confidential and withheld from public inspection. See 47 C.F.R. §§ 0.457(d); 0.459.

EXHIBIT B TO EXHIBIT 1

AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP
OF WISCONSIN RSA NO. 8 LIMITED PARTNERSHIP

REQUEST FOR CONFIDENTIALITY - 47 C.F.R. § 0.459

Pursuant to Section 0.459 of the FCC's Rules, 47 C.F.R. § 0.459, Telephone and Data Systems, Inc. ("TDS"), United States Cellular Corporation ("USCC"), and the Wisconsin 8 Settlement Group (the "Settlement Group"), collectively referred to as the "Settling Parties," respectfully are requesting that the Partnership Interest Purchase Agreement (the "Purchase Agreement") and the Amended And Restated Agreement Of Limited Partnership (the "Restated Agreement") be kept confidential and be withheld from public inspection. For this reason, the Settling Parties have provided copies of the Purchase Agreement and the Restated Agreement to the Presiding Administrative Law Judge (the "ALJ") and the Wireless Telecommunications Bureau (the "Bureau") for their in camera inspection, but have withheld these documents from the copies of the Joint Request filed with the Commission and served on other parties.

The Purchase Agreement and the Restated Agreement contain commercial information concerning the past operation by TDS and USCC subsidiaries of the wireline cellular system serving the Wisconsin 8 (Vernon) RSA. The Purchase Agreement and the Restated Agreement also contain commercial information concerning the proposed operation of that system by the Settling Parties. This information, and these documents, are not of the type that carriers generally would release to the public; the documents contain information that the Commission in the past has protected from public view. See GTE Corp. and Southern Pacific Co., 53 R.R.2d 365, 368-69 (1983); GTE Corp. and Southern Pacific Co., 56 R.R.2d 621, 624 (1984). For this reason, the Settling Parties respectfully request that the materials submitted to the ALJ and the Bureau be treated as confidential and withheld from public inspection. See 47 C.F.R. §§ 0.457(d); 0.459.

EXHIBIT 2
DECLARATIONS OF THE PARTIES

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:

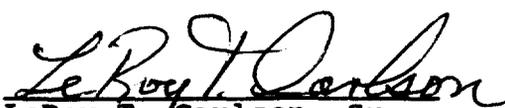
1. Neither TDS nor its principals has received or given or will receive or give any consideration for the settlement and dismissal of the pending petition to deny of the Wisconsin Settlement Group ("the Settlement Group") and for the withdrawal of the pleadings filed by the Settlement Group in CC Docket 94-11, other than as described in the Definitive Settlement Agreement and its referenced attachments, including the Partnership Interest Purchase Agreement and the Amended and Restated Agreement of Limited Partnership.

2. No oral agreements exist relating to the dismissal of the Settlement Group's pending petition to deny, the settlement, or the withdrawal of the Settlement Group's pleadings filed in CC Docket 94-11, other than as described in the Definitive Settlement Agreement and its accompanying and referenced attachments.

3. The application of TDS was not filed with the intention of achieving the settlement provided for in the Definitive Settlement Agreement, but was filed with the intention to provide service to the public.

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

Date: July 26, 1995


LeRoy T. Carlson, Sr.
Chairman

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 the Wisconsin Settlement Group (the "Settlement Group") and for the withdrawal of the pleadings filed by the Settlement Group in CC Docket 94-11, other than as described in the Definitive Settlement Agreement and its referenced attachments, including the Partnership Interest Purchase Agreement and the Amended and Restated Agreement of Limited Partnership.

2. No oral agreements exist relating to the dismissal of the Settlement Group's pending petition to deny, the settlement, or the withdrawal of the Settlement Group's pleadings filed in CC Docket 94-11, other than as described in the Definitive Settlement Agreement and its accompanying and referenced attachments.

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

Date: July 25, 1995



H. Donald Nelson
President

DECLARATION OF EDWARD W. TOWERS
ON BEHALF OF UNITED STATES CELLULAR CORPORATION

I, Edward W. Towers, 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 the Wisconsin Settlement Group (the "Settlement Group") and for the withdrawal of the pleadings filed by the Settlement Group in CC Docket 94-11, other than as described in the Definitive Settlement Agreement and its referenced attachments, including the Partnership Interest Purchase Agreement and the Amended and Restated Agreement of Limited Partnership.

2. No oral agreements exist relating to the dismissal of the Settlement Group's pending petition to deny, the settlement, or the withdrawal of the Settlement Group's pleadings filed in CC Docket 94-11, other than as described in the Definitive Settlement Agreement and its accompanying and referenced attachments.

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

Date:

July 25, 1995



Edward W. Towers
Vice-President

**DECLARATION OF FRED ENGLADE ON BEHALF
OF THE WISCONSIN 8 SETTLEMENT GROUP**

FRED ENGLADE hereby states as follows:

1. I am the Coordinator of the Wisconsin 8 Settlement Group (the "Settlement Group") and have personal knowledge of the matters and things herein set forth. I am authorized by the Settlement Group to file this declaration in support of the Joint Request for Approval of Settlement Agreement in CC Docket No. 94-11 by the Settlement Group, Telephone and Data Systems, Inc. and United States Cellular Corporation.

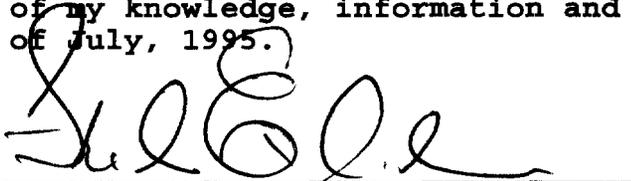
2. The Settlement Group consists of Century Cellunet, Inc.; Century Telephone of Monroe County, Inc. (f/k/a Monroe County Telephone Company, for Universal Cellular for Wisconsin RSA #8.1, Inc.); Contel Cellular Inc.; Coon Valley Farmers Telephone Company, Inc.; Farmers Telephone Company; Frontier Communications of Viroqua, Inc. (f/k/a Viroqua Telephone Company); Hillsboro Telephone Company, Inc.; LaValle Telephone Cooperative; Mount Horeb Telephone Company; Pacific Telecom Cellular, Inc. (successor by merger to North-West Cellular, Inc.); Richland-Grant Telephone Cooperative, Inc.; and Vernon Telephone Cooperative.

3. All terms and conditions applicable to the withdrawal by the Settlement Group of its Petition to Deny and related pleadings herein, and its companion actions to settle the proceedings in CC Docket No. 94-11 and File No. 10209-CL-P-715-B-88, are fully set forth in the Settlement Agreement and its attachments which are annexed hereto. The Settlement Agreement constitutes a bona fide merger agreement within the meaning of Section 22.129(a)(1) of the Commission's rules, 47 C.F.R. §22.129(a)(1).

4. The Settlement Group does not seek reimbursement from the applicant as part of the Settlement Agreement for any expenses incurred in preparing or prosecuting the Settlement Group's Petition to Deny or associated pleadings.

5. No oral agreement exists relating to the Settlement Group's dismissal of its Petition to Deny and relating pleadings, or its further participation in CC Docket No. 94-11, other than as described in the Settlement Agreement and its attachments.

I hereby certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief. Executed this 26th day of July, 1995.


Fred Englade

Certificate of Service

I, Gayle C. Kosarin, hereby certify that on this 31st day of July, 1995, copies of the foregoing Joint Request For Approval Of Settlement Agreement were served via first class, postage-paid United States mail on the following:

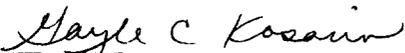
*The Honorable Joseph P. Gonzalez
Federal Communications Commission
Common Carrier Bureau
2000 L Street, NW
Room 221
Washington, DC 20554

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

L. Andrew Tollin, Esq.
Luisa L. Lancetti, Esq.
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James A. Kirkland, Esq.
Mintz, Levin, Cohn, Ferris,
Glovsky & Popeo
701 Pennsylvania Ave., NW
Suite 900
Washington, DC 20004

William H. Crispin, Esq.
Crispin & Brenner
901 15th Street, NW
Suite 440
Washington, DC 20005


Gayle C. Kosarin

*By Hand