

CERTIFICATE OF LIMITED PARTNERSHIP
OF
IDAHO 6 - CLARK LIMITED PARTNERSHIP

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SEC. OF STATE

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The undersigned, desiring to form a limited partnership under the Idaho Limited Partnership Act, certify as follows:

1. The name of the Limited Partnership is: Idaho 6 - Clark Limited Partnership.
2. The principal purpose and character of business of the Partnership shall be to engage in all aspects of the cellular telephone business in Rural Service Area 393, named Idaho 6 - Clark, in the State of Idaho, including the provision of cellular telephone service. The Partnership may engage in additional activities necessary or appropriate to accomplish, or which are incidental to, the foregoing purposes.
3. The name and address of the agent for service of process on the Partnership in the State of Idaho shall be: CT Corporation System, 300 N. 6th Street, Boise, Idaho 83701.
4. The name and business address of each partner of the Partnership and their respective designation as limited or general partners:
 - a. Teton Cellular of Idaho Limited Partnership
5990 Greenwood Plaza Blvd., Suite 300
Englewood, CO 80111 - General Partner
 - b. Contel Cellular, Inc.
9000 Central Park West, Suite 700
Atlanta, GA 30328 - Limited Partner
 - c. U S West NewVector Group, Inc.
3350 161st Avenue SE
Bellevue, WA 98008-1329 - Limited Partner
5. Agreed value of property, labor or services contributed by each partner: \$0 presently; however, Teton, Contel and U S West are obligated to contribute no less than \$666.66, \$166.67 and \$166.67, respectively.
6. The time or events upon which additional contributions are to be made: The general partner may require contributions for construction, operation or expansion of the cellular telephone system, as needed.
7. The terms and conditions that a limited partner may assign part or all of its limited partnership interest: Pat or all of a limited partner's partnership interest may be transferred to an affiliate at any time, but otherwise a transfer may only occur with prior written consent of the general partner, and after all partners have a right of first refusal to purchase the interest being transferred.

8. The events upon which a partner may terminate membership in the limited partnership and the method of determining distribution to that partner: A general partner may terminate membership in the Limited Partnership at any time. A limited partner may only withdraw from the Partnership consisting of two partners only after Federal Communications Commission ("FCC") approval is received, and otherwise, subject to required regulatory approval, upon thirty (30) days' written notice given to each partner. Any partner terminating membership in the Limited Partnership will receive a distribution of its capital account in cash or, at the Partnership's option, in equal annual payments over a period not to exceed three (3) years.

9. A partner's right to receive distributions from the limited partnership: The partners shall have a right to receive on a fiscal quarterly basis, distributions of funds which are not reasonably necessary for operating expenses, costs and contingencies.

10. The right of a partner to receive distributions which include a return of part or all of its capital contribution: A partner has the right to receive distributions of its contribution only upon its withdrawal, or upon dissolution of the Partnership.

11. The time or events which cause a dissolution of the partnership: The Partnership shall be dissolved if the FCC denies partnership authorizations to construct and provide for cellular telephone service or grants an application subject to terms and conditions unacceptable to the general partner, Cellular Radio Decisions which materially change and adversely impact the Partnership's ability to conduct business, other regulatory bodies grant approval subject to terms and conditions unacceptable to the general partner, the partners unanimously agree to dissolve and terminate the Partnership subject to regulatory approval, and withdrawal of the general partner unless other partners unanimously agree to continue the business, appointing a new general partner.

12. The right of the remaining partners to continue the business upon the withdrawal of a general partner: The business may be continued upon the withdrawal of the general partner if other partners unanimously agree to continue the business, appointing a new general partner.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Limited Partnership on the 13th day of July, 1989.

GENERAL PARTNER

**Teton Cellular of Idaho Limited
Partnership**

By: Thomas D. Flaherty
Name: Thomas D. Flaherty
Title: Secretary

LIMITED PARTNERS

Contel Cellular Inc.

By: W. N. Leonard, Jr.
Name: W. N. LEONARD, JR.
Title: VP - FINANCE

U S West NewVector Group, Inc.

By: _____
Name: _____
Title: _____

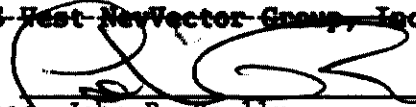
LIMITED PARTNERS

Contel Cellular Inc.

By: _____
Name: _____
Title: _____

U S WEST NewVector Group, Inc.

~~U S West NewVector Group, Inc.~~

By:  _____
Name: John P. Scully
Title: Vice President, External Affairs