

AFFIDAVIT OF STAN SIGMAN

STATE OF TEXAS)
) SS
COUNTY OF BEXAR)

STAN SIGMAN, being duly sworn, deposes and says:

1. My name is Stan Sigman. I am the Group President-SBC National Operations. In that capacity, I am responsible for managing all of the wireless services of SBC Communications Inc. These services include the cellular services offered within SBC's traditional five-state territory (which are marketed under the Southwestern Bell brandname), the PCS services offered in California and Nevada (which are marketed under the Pacific Bell and Nevada Bell Mobile Services brandnames), the cellular and PCS services offered in the former Ameritech in-region states (which are marketed under the Ameritech Mobile brandname) and, cellular services offered in other parts of the country including the US Virgin Islands and Puerto Rico (which are operated under the Cellular One brand name).

2. In my responsibilities for SBC I am also the Chairman of the Board of SBC Telecom Inc. ("SBCT"), which is the SBC subsidiary through which SBC will implement our 30 market National-Local Strategy. SBCT is currently undertaking efforts to enter the 30 largest MSAs not served by an SBC affiliate as an incumbent local exchange carrier.

3. SBC and BellSouth have agreed to contribute substantially all of their domestic wireless operations to NewCo. SBC will derive substantial benefits from the formation of NewCo. These benefits will, in turn, result in a number of pro-competitive and pro-consumer benefits which will not only make NewCo an effective wireless competitor but will result in the availability of enhanced wireless services to the public. Those advantages, which were the main driver of this transaction, are described below. In addition, while we did not undertake a detailed analysis of expected cost savings through reductions in staff, overhead and the like, we expect to achieve those types of savings.

4. The wireless industry has undergone a substantial transition over the last few years. While a wireless company's "footprint" has always been of paramount importance to the customer, prior to the passage of the Telecom Act, the primary calling scopes made available to consumers were market specific or, at best, regional in nature. With the passage of the Telecom Act and the freedom afforded to wireless companies affiliated with BOCs to offer expanded calling scopes as a result of new interLATA freedoms, the competitive landscape changed dramatically. The market almost immediately began to create larger regional calling scopes which then became state-wide calling scopes and have now become national in scope. This phenomenon is evidenced by the large number of single rate plans offered by competitors such as AT&T, Verizon Wireless, Nextel, Sprint and VoiceStream/ Omnipoint/Aerial.

5. As these rate plans have proliferated, the need for wireless carriers to have their own national networks has become more apparent. Early efforts to offer single rate plans consisted primarily of carriers buying down roaming minutes and offering those minutes in packages to customers. This is a highly inefficient method of providing a single rate plan. As these plans became more prevalent, and the number of customers utilizing these plans increased dramatically, carriers began to focus on efforts to obtain a single network platform to the fullest extent possible. This has resulted in the combination of Bell Atlantic, Vodafone and (soon) GTE into the new Verizon Wireless, AT&T continuing to expand its footprint, Sprint's construction of a national network and the combination of VoiceStream/Omnipoint and Aerial.

6. SBC and BellSouth, each of whom has its own strong regional footprint and brand names, lack a single national network to compete with these other carriers. The combination of the wireless assets of SBC and BellSouth into NewCo is the most efficient and cost-effective way to build a foundation on which NewCo can ultimately create a sixth national network to compete in the new wireless market. This combination will produce the broader geographic coverage, enable the minimization of roaming fees and generate the marketing efficiencies which will make NewCo a more effective competitor than either SBC and BellSouth would have been on its own.

7. In addition to the competitive and marketing consequences of having a single network, NewCo will, in fact, experience a number of cost savings and efficiencies. One of the most important efficiencies that will be derived by NewCo is a

result of the fact that BellSouth and SBC have made similar technology choices for their wireless networks. One of the critical components to offering a national rate plan is the ability to offer the same services and features on a ubiquitous basis around the country. This cannot be done without a compatible network technology. This is particularly important as data capabilities become more significant to wireless offerings. SBC and BellSouth each use TDMA digital platforms in their cellular markets and GSM platforms in their PCS markets. While the GSM and TDMA systems are not compatible today, each of the GSM and TDMA technologies are built on the same foundation (i.e., the division of the radio frequency into timeslots). As a result, the GSM and TDMA technologies are rapidly converging, so that NewCo will be able to offer a single device that will work on both networks in the not too distant future. Moreover, by combining our resources, including the purchase of network equipment and wireless phones, and working together in the standard setting process, we will be able to expedite the convergence of TDMA and GSM more effectively on a combined basis than either SBC or BellSouth could have on their own.

8. NewCo will also be a more efficient provider of wireless services than either SBC or BellSouth would have been on its own. These efficiencies will be derived through the creation of a national network, which will reduce the reliance of NewCo on roaming rates as NewCo promotes its own one rate plan, the creation of a single headquarters' staff that will manage the business and will result in the elimination of duplication in that area, and other economies of scale which can be derived from combining these two well-managed wireless entities into a single new company.

NewCo will be able to generate efficiencies by consolidating national advertising media, reducing customer service and billing costs and through decreased per-unit costs for network equipment, handsets and other inputs into the business. NewCo will also be able to more efficiently develop and offer new products and services as the new product development implementation and marketing costs will be spread over a larger network and subscriber base. By way of example, since SBC has built its wireless business through a number of acquisitions, we have multiple wireless OSS systems which must be maintained. This not only increases the cost of issuing bills, it makes it more difficult to offer common rate plans across many markets. To overcome these difficulties, SBC is converting its wireless operations to a single billing system. BellSouth has also been creating and implementing a single billing system. By spreading the cost of one billing system across both companies, we will be able to bill customers more efficiently and cost-effectively, we will be able to manage that single billing system with fewer people than are necessary to manage existing billing systems today, and we will be able to offer a more effective single bill capability to customers as we have a ubiquitous set of features, functionalities, capabilities and price plans spread across a larger company.

9. NewCo will also be able to fill out its national footprint more effectively than either SBC or BellSouth would have been able to undertake on its own. First, there is a limited amount of spectrum that is even available for wireless services in the US. It is quite likely that each of SBC and BellSouth would not have been able to create a truly national footprint on a standalone basis simply as a result of the lack of sufficient

available spectrum.

Lastly, from SBC's standpoint, having access to a national wireless capability will make SBC a more effective competitor as it rolls out its National-Local Strategy. Since SBC lacked a national wireless footprint, its ability to offer wireless components in a bundle as it competes with Bell Atlantic, BellSouth, US West, Qwest, AT&T and other carriers who are offering bundles of services would have been less effective without NewCo. Both SBC and BellSouth will have the ability to sell wireless services offered by NewCo. This ability to offer a national wireless capability as a part of a package of services as we enter markets such as Atlanta, Miami, and Charlotte other markets (including those in which NewCo acquires through auctions or other acquisitions), will enhance SBCT's competitive offerings.

/s/ Stan Sigman

Subscribed and sworn to before me this 3rd day of May, 2000.

/s/ Herlinda H. Almaguer

Notary Public
State of Texas
Comm. Exp. 11/12/00

4. AT&T has acquired numerous wireless companies, and turned that aggregation into a publicly traded domestic wireless entity. The advent of AT&T Wireless and existing and proposed combined wireless operations, such as Bell Atlantic/GTE/Vodafone-Airtouch, MCI-WorldCom/Sprint, and Voicestream/Omnipoint/Aerial, shows that there is strong momentum toward facilities-based national service. These are large well-capitalized competitors with substantial financial, technical, marketing and other resources. The U.S. wireless industry is increasingly shifting towards the use of flat-rate national pricing plans, which eliminate roaming and long distance charges.

5. It is against this background that the proposed joint venture should be reviewed. BellSouth and SBC have largely complementary wireless networks (both from a geographic and technical standpoint). The creation of a joint operating company offers the best chance to meet our competition. The merged entity will be strong in terms of coverage, network quality, research and development, technical expertise, customer service and marketing. The financial resources available to the new company will allow it to complete its goal of a national footprint and give it the ability to compete favorably with other national providers. Newco should also provide the opportunity to streamline all of these operations, while increasing the depth and resources of the new company by combining the best assets from BellSouth and SBC. The national pricing plans that

SBC/BELLSOUTH WIRELESS OVERLAPS

Market	SBC Interest	BellSouth Interest
New Orleans CMA 029	Cellular/A Band Radiofone, Inc. KNKA352	Cellular/B Band Louisiana Cellular Holdings, LLC KNKA224
Baton Rouge CMA 080	Cellular/A Band Baton Rouge Cellular Telephone Co. KNKA361	Cellular/B Band Louisiana Cellular Holdings, LLC KNKA268
Louisiana RSA 6 CMA 459	Cellular/A Band (A2) Radiofone, Inc. KNKQ396	Cellular/B Band (B1) Acadiana Cellular General Partnership KNKN499 Cellular/B Band (B2) Lafayette MSA Limited Partnership KNKN500
Louisiana RSA 8 CMA 461	Cellular/A Band Radiofone, Inc. KNKN442	Cellular/B Band (B1) Louisiana RSA No. 8 Limited Partnership KNKQ454
Louisiana RSA 9 CMA 462	Cellular/A Band Radiofone, Inc. KNKN724	Cellular/B Band (B1) Louisiana Cellular Holdings, L.L.C. KNKQ455
Los Angeles MTA 002 CMA 002	PCS/B Block Pacific Telesis Mobile Services KNLF205	Cellular/A Band AB Cellular Holding, LLC KNKA351

Market	SBC Interest	BellSouth Interest
Indianapolis MTA 031 CMA 217 CMA 411 CMA 028 CMA 247 CMA 282 CMA 410 CMA 407 CMA 236 CMA 185 CMA 409	PCS/B Block Ameritech Wireless Communications, Inc. KNLF262	Cellular/A Band Westel-Indianapolis Company, Inc. KNKA806 KNKN307 KNKA208 KNKA558 Cellular/A Band Bloomington Cellular Telephone Co. KNKA654 Cellular/A Band Indiana 8, L.L.C. KNKN340 Cellular/A Band Indiana Cellular Corporation KNKN445 Cellular/A Band Muncie Cellular Telephone Co., Inc. KNKA661 Cellular/A Band Terre Haute Cellular Telephone Company, Inc. KNKA762 Cellular/A Band Westel-Milwaukee Company, Inc. KNKN449

*Excerpt from Limited Liability Company Agreement of
November 13, 1998 for AB Cellular Holding, LLC*

ARTICLE IX
PUT AND CALL PROVISIONS

9.1. Options of the BellSouth Members.

Provided that a System Material Adverse Effect has not occurred, at any time during the 30-day period commencing on December 13, 2000, the BellSouth Members, in their full and absolute discretion, may elect any one of the following options:

(a) to cause the Company to redeem the Interests held by the AT&T Members in consideration of a distribution in kind of the Los Angeles System, or, if the Los Angeles System has been transferred to LA Newco as contemplated by Section 3.2, the entire membership interest of LA Newco held by the Company;

(b) to cause the Company to redeem a percentage of the BellSouth Members' Interests in consideration of an in kind distribution of all of the membership interests of Other Business Newco, such percentage to equal (i) the Fair Market Value of the assets of Other Business Newco, divided by (ii) the Fair Market Value of all of the Company's consolidated assets, in each case as of the BellSouth Exercise Date (as defined below); provided that the Houston Management Agreement shall terminate and the BellSouth Members shall remove their representatives from the Management Committee as of the date of its election of this option under subsection (b) and shall not have any right to appoint any further representatives to the Management Committee; provided, further, that the Company shall have a five-year call on the balance of the BellSouth Members' Interests for cash equal to the Fair Market Value of such Interests on the date the call is exercised pursuant to the following terms: The Company may elect to purchase the balance of the BellSouth Members' Interests by giving written notice (the "Company Call Notice") to all of the BellSouth Members not later than the expiration of such five-year period, and, if the Company elects to exercise its right under this Section 9.1(b), the BellSouth Members' Interests shall be purchased by the Company for cash at a purchase price (the "Call Purchase Price") equal to the Fair Market Value of such Interests. The closing of the purchase and sale of the balance of the BellSouth Members' Interests shall occur on the 10th day following the determination of such Interests' Fair Market Value at the Company's principal office, or at such other date and time agreed to by the Company and the BellSouth Members. At such closing, the Company shall deliver the Call Purchase Price to the BellSouth Members by wire transfer of immediately available funds (pursuant to written instructions delivered to the Company by the BellSouth Members) upon the receipt of such agreements, certificates, releases,

instruments and other documents as the Company may reasonably require in order to ensure that the BellSouth Members effectively transfer to the Company at closing their entire Interests in the Company, free and clear of any Liens; or

(c) to cause the Company to redeem the BellSouth Members' (collective) Interests in consideration of a cash payment equal to the lesser of: (i) the sum of the BellSouth Members' Capital Contributions, which shall be deemed to be the sum of the Interest Values attributable to the BellSouth Members (collectively) as of the Effective Date, and the amount of any additional Capital Contributions made by the BellSouth Members (collectively) pursuant to Section 4.3, plus an amount equal to an 8% return, less the amount of distributions received by the BellSouth Members pursuant to Article VII plus an amount equal to an 8% return, each such 8% return to be compounded annually on such amounts, with the return computed on any such amount from the Effective Date or the date of the contribution or distribution of such amount, as appropriate, to the date of the redemption of the BellSouth Members' Interests; or (ii) the Fair Market Value of the BellSouth Members' (collective) Interests as of the BellSouth Exercise Date (as defined below); provided that the Houston Management Agreement and the Other Business Management Agreement shall terminate and the BellSouth Members shall remove their representatives from the Management Committee as of the date of its election of this option under subsection (c) and shall not have the right to appoint any further representatives to the Management Committee; further provided that the AT&T Members shall have the option to cause the Company to conduct an auction and sale of the Permitted Other Business (if any) for cash and to distribute the net proceeds of such sale to the Members *pro rata* based on their Membership Percentages as of the BellSouth Exercise Date; provided, further, that if the AT&T Members cause the Company to conduct such auction and sale, the net proceeds of such sale shall be deemed to be the Fair Market Value of the Permitted Other Business for purposes of clause (ii) and shall be paid upon consummation of such sale.

In order to exercise any such election, the BellSouth Members (collectively) shall deliver Notice thereof to the AT&T Members within the aforementioned 30-day period. The date of the delivery of such Notice is hereinafter referred to as the "BellSouth Exercise Date." Any such election shall be irrevocable and shall specify which of the three options is being exercised by the BellSouth Members (collectively). After the BellSouth Members (collectively) make such election, each of the Members shall use its reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Section 9.1, including (i) filing any necessary notice filings with the FCC and any applicable Public Utility Commission; (ii) cooperation in determining whether any other action by or in respect of, or other filing with, any governmental body, agency or official or authority is required; (iii) cooperation in determining whether any actions, consents, approvals or waivers are required to be obtained from any third parties, including any third parties to any material contracts, in connection with the consummation of the transactions contemplated by this Agreement; (iv) cooperation in seeking and obtaining any such actions, consents, approvals or waivers; and (v) the execution of any additional instruments related to the consummation of the transactions contemplated hereby. (Notwithstanding the terms hereof, no party hereto shall be required to agree to the imposition by any Governmental Entity of conditions or limitations

which are materially adverse to such party, or otherwise take any step to avoid or eliminate any impediment which may be asserted under the laws of the United States or any state which, in the reasonable judgment of any party hereto, would result in a material limitation of the benefit expected to be derived by such party as a result of the consummation of the transactions contemplated hereunder.) The Members shall cause the closing of the transactions contemplated by this Section 9.1 to occur on the business day that is five Business Days after the date (the "Final Order Date") that is the later of (i) the date that all requisite approvals and consents of all applicable Governmental Entities are obtained, or (ii) in the event that any claim, suit, litigation, proceeding, complaint, charge, arbitration or mediation ("Action") is instituted that seeks to prevent the consummation of the transactions contemplated by this Section 9.1, the date that a Final Order or final, non-appealable judgment or order in favor of the Company or the BellSouth Members (collectively) or order dismissing such Action is entered by a Governmental Entity (including a court of competent jurisdiction). If, after the BellSouth Exercise Date and prior to the consummation of the transactions contemplated by this Section 9.1, a Final Order or a final, non-appealable order or judgment of a Governmental Entity (including a court of competent jurisdiction) is issued prohibiting or preventing the transactions contemplated by this Section 9.1, or a period of 18 months has passed since the BellSouth Exercise Date, the rights and duties of the Company, the BellSouth Members and the AT&T Members under Section 9.1 shall immediately terminate.

For the purposes of this Section 9.1, the Fair Market Value of the Company's consolidated assets or of the BellSouth Members' Interests or of the Permitted Other Business shall be determined by the Members in the exercise of good faith and, in the event that the Members are unable to promptly determine such value, by the Dispute Procedure.

In the event a System Material Adverse Effect has occurred, the Members shall cause the Company to use its best efforts to remedy any damage or destruction relating to the System Material Adverse Effect. If a System Material Adverse Effect continues to exist on December 13, 2000, the option described in this Section 9.1 shall not be exercisable for a period of 270 days commencing on December 13, 2000. If a System Material Adverse Effect continues to exist at the termination of such 270-day period, the BellSouth Members may not elect any of the of the options set forth in clauses (a), (b) or (c) above until such time as a System Material Adverse Effect no longer continues to exist.