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March 5, 2002

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APR 10 2002

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

BY HAND

Jane E. Mago, Esquire
General Counsel
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: TCI/AT&T Merger

Dear Jane:

This is to follow up on our telephone conversation last week regarding the joint Motion to Enter Order Terminating Final Judgment filed by the United States, AT&T Corporation ("AT&T") and Liberty Media Corporation ("Liberty Media"). As counsel for Liberty Media, we are requesting an opportunity to meet with you or the appropriate person in the Office of General Counsel and/or the Wireless Telecommunications Bureau to review the issue that I outlined to you and have summarized below.

As you may recall, Tele-Communications, Inc. ("TCI") and AT&T were parties to a Final Judgment with the United States entered on August 23, 1999, in connection with the TCI/AT&T merger. Pursuant to the Final Judgment, Liberty Media's "Sprint PCS Tracking Stock" was transferred to a trust for the purpose of accomplishing a divestiture. Likewise, the Commission's Order approving the transfer of control of certain Commission licenses from TCI to AT&T was conditioned upon transferring the "ownership of TCI's Sprint PCS tracking stock, prior to consummation of the merger, to a trust that has been approved by the Commission." See Applications for Consent to the Transfer of Control of Licenses and Section 214 Authorizations from Tele-Communications, Inc. to AT&T Corp., Memorandum Opinion and Order, 14 FCC Rcd. 3160 (1999) ("Order"), at ¶157. The Commission delegated authority "to the Wireless Telecommunications Bureau, in consultation with the Office of General Counsel, to review and approve the proposed trust agreement." Order at ¶107. The Wireless Telecommunications Bureau approved the final Trust Agreement on March 5, 1999. Order, CS Dkt. No. 98-178, 14 FCC Rcd. 8510 (Wireless Bur. 1999) ("Approval Order").

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On February 22, 2002, AT&T (as the successor in interest to TCI), Liberty Media and the United States filed with the United States District Court for the District of Columbia a Stipulation pursuant to which they also filed a Motion to Enter Order Terminating Final Judgment. The accompanying Memorandum in Support of Joint Motion to Terminate the Final Judgment explains at 5 that termination of the Final Judgment is in the public interest based upon the following facts:

On August 10, 2001, Liberty was spun off from AT&T and became a separate, publicly traded company.¹ AT&T no longer owns any Liberty Media Corporation stock or has any other legal or economic interest in Liberty.²

The spin off of Liberty from AT&T has dissolved the legal and economic relationships between AT&T and Liberty on which the Final Judgment was premised. The competitive harm sought to be addressed by the Final Judgment rested on those shared interests - through Liberty - between Sprint PCS and AT&T's wireless business. The Final Judgment's divestiture obligation (and the creation of a trust and appointment of a trustee pending divestiture) sought to separate these interests in order to ensure competition. With the spin-off establishing Liberty as a separate company, there is no longer any conceivable means for AT&T or AT&T Wireless to direct or to recoup the benefits of an anticompetitive strategy with respect to Sprint PCS' wireless telephone business through Liberty. (notes in original)

The termination of the Final Judgment also would terminate the Trust Agreement created under Section IV of the Final Judgment.

As I mentioned during our telephone conversation, Section V of the Final Judgment requires that the trustee divest, on or before May 23, 2002, that portion of Liberty Media's Sprint PCS Tracking Stock "sufficient to cause Liberty to own no more than 10% of the outstanding shares of Spring PCS Tracking Stock." Likewise, Section 3(a)(i) of the Trust Agreement recites the same divestiture requirement. However, Section V of the Final Judgment directs the trustee not to proceed with the divestiture upon the filing of a joint motion to terminate the Final Judgment:

Notwithstanding the provisions of this paragraph, if a motion to terminate this Final Judgment in which plaintiff has joined has been filed, and is pending before the Court, the trustee shall not proceed with the divestitures provided by this paragraph until the motion to terminate the Final Judgment has been decided by the Court.

¹ Liberty Media Corporation, SEC 10-Q filing (8/14/01).

² *Id.* In addition, Liberty's chairman Dr. John C. Malone, resigned from the AT&T Board of Directors. See July 10, 2001 AT&T News Release (visited (2/5/02) <<http://222.att.com/press/item/0,1354,3909,00.html>>). Also, on July 9, 2001, AT&T Wireless Services, Inc. ("AT&T Wireless") was spun off from AT&T and became a separate publicly traded company. See AT&T Corporation, SEC 10-Q filing (8/14/01).

Although Section 3(a)(i) of the Trust Agreement tracks this same language, it appears that some form of "approval by the FCC" also may be required. Thus, Liberty Media seeks to obtain any required approval from the Commission or its designee to facilitate compliance with the Final Judgment and the Trust Agreement so that the trustee will not proceed with the divestitures pending the District Court's decision on the Joint Motion to Terminate the Final Judgment. Liberty Media also is seeking any Commission approval required for terminating the trust upon the District Court's decision.

For your convenience, we have enclosed copies of the Stipulation among AT&T, Liberty Media and the United States requesting that the Court terminate the Final Judgment and the accompanying Exhibits, as filed with the United States District Court for the District of Columbia on February 22. We also have enclosed a copy of the Trust Agreement which includes the Final Judgment, Order, and Approval Order as Exhibits. If it would be helpful, we will forward additional copies of this letter and the enclosures to you.

Please contact me as soon as possible so that we can discuss how to proceed. We appreciate your cooperation and assistance.

Sincerely,


Robert L. Hoegle

RLH:ds

Enclosure

cc: Ilene Knable Gotts, Esquire (w/o encl.)
Kathryn M. Fenton, Esquire (w/o encl.)

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,

Plaintiff,

No.98-CV03170

Entered: August 23, 1999

v.

AT&T CORP. and
TELE-COMMUNICATIONS, INC.,

Defendants.

FILED

AUG 24 1999

NANCY MAYER-WHITTINGTON, CLERK
U.S. DISTRICT COURT

FINAL JUDGMENT

WHEREAS, plaintiff, the United States of America, having filed its Complaint herein on December 30, 1998, and plaintiff and defendants, by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and without this Final Judgment constituting any evidence against or an admission by any party with respect to any issue of law or fact herein;

AND WHEREAS, defendants have agreed to be bound by the provisions of this Final Judgment pending its approval by the Court;

AND WHEREAS, the essence of this Final Judgment is certain divestiture of specific assets and the imposition of related injunctive relief to ensure that competition is not substantially lessened;

AND WHEREAS, plaintiff requires LIBERTY MEDIA CORPORATION to make certain divestitures for the purpose of preventing a lessening of competition alleged in the Complaint;

AND WHEREAS, defendants have represented to plaintiff that the divestiture ordered herein can and will be made and that defendants will later raise no claims of hardship or difficulty as grounds for asking the Court to modify any of the divestiture provisions contained herein;

AND, THEREFORE, before the taking of any testimony, and without trial or adjudication of any issue of fact or law herein, and upon consent of the parties hereto, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

I.

JURISDICTION

This Court has jurisdiction over each of the parties hereto and the subject matter of this action. The Complaint states a claim upon which relief may be granted against the defendants under Section 7 of the Clayton Act, as amended (15 U.S.C. § 18).

II.

DEFINITIONS

As used in this Final Judgment:

A. "TCI" means defendant Tele-Communications, Inc., a Delaware corporation with its headquarters in Englewood, Colorado and includes its successors and

assigns, its subsidiaries, and the directors, officers, managers, agents and employees acting for or on behalf of TCI, except for Liberty, its successors and assigns, its subsidiaries, and the directors, officers, managers, agents and employees acting for or on behalf of Liberty.

B. "Liberty" means Liberty Media Corporation, a Delaware corporation, as well as the assets, liabilities and businesses attributed to the Liberty Media Group (as defined in the AT&T/TCI Merger Agreement) and its successors and assigns, its subsidiaries and the directors, officers, managers, agents and employees acting for or on behalf of Liberty.

C. "Liberty Media Tracking Shares" means the classes of common stock to be issued by AT&T, referred to as "Liberty Media Tracking Shares" in the AT&T/TCI Merger Agreement, and any shares of stock issued in respect of any of the foregoing (including by way of conversion, redemption, reclassification, distribution, merger, combination, or other similar event).

D. "AT&T" means defendant AT&T Corp., a New York corporation with its headquarters in New York, New York and includes all of its successors and assigns, its subsidiaries, and the directors, officers, managers, agents and employees acting for or on behalf of AT&T, except for Liberty, its successors and assigns, its subsidiaries, and the directors, officers, managers, agents and employees acting for or on behalf of Liberty.

E. "AT&T/TCI Merger Agreement" means the Agreement and Plan of Merger dated as of June 23, 1998, as produced to plaintiff on July 23, 1998, with respect to the AT&T/TCI Merger.

F. "AT&T/TCI Merger" means the merger of TCI with a subsidiary of AT&T, as contemplated by the AT&T/TCI Merger Agreement.

G. "AT&T Stock" means all classes of common stock issued by AT&T, except for Liberty Media Tracking Shares.

H. "Sprint PCS Tracking Stock" means, collectively, (i) the PCS Common Stock, Series 1, (ii) the PCS Common Stock, Series 2, (iii) the PCS Common Stock, Series 3, (iv) the shares of Sprint PCS Tracking Stock issuable in respect of Sprint's outstanding shares of Class A Common Stock, (v) the shares of Sprint PCS Tracking Stock issuable in respect of any "inter-group interest" of the "Sprint FON Group" in the "Sprint PCS Group," (vi) the shares of Sprint's Series 7 Preferred Stock and warrants to purchase shares of Sprint PCS Tracking Stock issued to TCI, Comcast Corporation ("Comcast") and Cox Communications, Inc. ("Cox") in connection with the Sprint PCS Restructuring (and the shares of Sprint PCS Tracking Stock issuable upon any exercise or conversion thereof), (vii) any other options, warrants or convertible securities exercisable for or convertible into any shares of Sprint PCS Tracking Stock, and (viii) any shares of capital stock Sprint issued in respect of any of the foregoing (including by way of conversion, redemption, reclassification, distribution, merger, combination, or other similar event).

I. "Liberty's Sprint Holdings" means the Sprint PCS Tracking Stock acquired by TCI Ventures Group LLC and its subsidiaries in the Sprint PCS Restructuring and in which Liberty will have a beneficial interest after the closing of the AT&T/TCI Merger.

J. "Sprint PCS Restructuring" means that series of transactions that occurred simultaneously on November 23, 1998 in which Sprint Corporation ("Sprint") acquired through a number of mergers all of the outstanding partnership interests in a number of partnerships collectively holding all of the assets and businesses known as "Sprint PCS" held by affiliates of

TCI, Cox, and Comcast.

K. "Private sale" means any sale except for sales made through the public market.

III.

APPLICABILITY

The provisions of this Final Judgment apply to each of the defendants, its successors and assigns, its subsidiaries, directors, officers, managers, agents, employees and all other persons in active concert or participation with any of them who shall have received actual notice of this Final Judgment by personal service or otherwise, and with respect to Sections IV, V and VI of this Final Judgment, to the trustee and his or her successors.

IV.

CREATION OF A TRUST

A. TCI is hereby ordered and directed, prior to closing of the AT&T/TCI Merger, to assign and transfer Liberty's Sprint Holdings to a trustee for the purpose of accomplishing a divestiture of such holdings in accordance with the terms of this Final Judgment. The trust agreement shall be in a form approved by the plaintiff, and its terms shall be consistent with the terms of this Final Judgment. Defendants shall submit a form of trust agreement to the plaintiff, who shall communicate to defendants within ten (10) business days its approval or disapproval of that form. The trustee shall agree to be bound by this Final Judgment.

B. Prior to the closing of the AT&T/TCI Merger, TCI shall submit the name

of its nominee for trustee to the plaintiff, who within ten (10) business days shall (i) approve the nominee as trustee, or (ii) request additional names until a nominee for trustee proposed by Liberty is approved by the plaintiff, with plaintiff reaching a decision on each nominee within ten (10) business days. The trustee shall not be a director, officer, manager, agent or employee of AT&T or Liberty. Defendants shall not consummate the Merger until such time as the trustee and the trust agreement have been approved by plaintiff, and the Liberty Sprint Holdings have been transferred to the trust.

V.

DIVESTITURE OF SPRINT PCS INTEREST

A. The trustee is hereby ordered and directed, in accordance with the terms of this Final Judgment, on or before May 23, 2002, to divest that portion of Liberty's Sprint Holdings sufficient to cause Liberty to own no more than 10% of the outstanding shares of Sprint PCS Tracking Stock. On or before May 23, 2004, the trustee shall divest the remainder of Liberty's Sprint Holdings. The number of outstanding shares of Sprint PCS Tracking Stock for such purposes shall be calculated on a shares of Series 1 PCS Stock equivalent basis assuming the issuance of all shares of Series 1 PCS Stock ultimately issuable in respect of the applicable Sprint PCS Tracking Stock upon the exercise, conversion or other issuance thereof in accordance with the terms of such securities. Notwithstanding the provisions of this paragraph, if a motion to terminate this Final Judgment in which plaintiff has joined has been filed, and is pending before the Court, the trustee shall not proceed with the divestitures provided by this paragraph until the motion to terminate the Final Judgment has been decided by the Court.

B. After Liberty's Sprint Holdings have been transferred to the trustee, only the trustee shall have the right to sell Liberty's Sprint Holdings. The trustee shall have the power and authority to accomplish the divestiture only in a manner reasonably calculated to maximize the value of Liberty's Sprint Holdings to the holders of the Liberty Media Tracking Shares, without regard to any costs or benefits to AT&T (including any costs or benefits of such divestiture to AT&T that may be directly or indirectly transferred to the holders of the Liberty Media Tracking Shares.) However, the trustee may in accomplishing the divestiture, take into account income or gain tax costs or benefits for AT&T that flow to the holders of the Liberty Media Tracking Shares. The trustee shall have the powers provided by the trust agreement and such other powers as the Court shall deem appropriate.

C. All decisions regarding the divestiture, in whole or in part, of Liberty's Sprint Holdings shall be made by the trustee without discussion or consultation with AT&T, with any of the Class A Directors of Liberty, or with any other officer, director or shareholder of Liberty who individually owns more than 0.10% of the outstanding shares of AT&T Stock. The trustee shall consult with the Board of Directors of Liberty, but the Class A Directors of Liberty and any director, officer, or shareholder of Liberty who owns more than 0.10% of the outstanding shares of AT&T Stock shall not participate in such consultation. The decision to divest part or all of the Liberty Sprint Holdings shall be made by the trustee in his or her sole discretion, except as provided for in Section V.D. of this Final Judgment. Liberty shall not take any action to block a sale by the trustee, on any grounds other than the trustee's malfeasance as defined in the trust agreement. Where the trustee intends to effect a private sale of part or all of Liberty's Sprint Holdings, the trustee shall notify Liberty and plaintiff of that intention. Any objection by Liberty,

based on the trustee's malfeasance, must be made within ten (10) business days of notice from the trustee of an intention to make a private sale. Subject to Section V.G. of this Final Judgment, the trustee shall have the power and authority to hire at the cost and expense of Liberty any investment bankers, attorneys, or other agents reasonably necessary in the judgment of the trustee to assist in the divestiture, and such professionals or agents shall be solely accountable to the trustee.

D. The trustee shall not divest part or all of Liberty's Sprint Holdings in a private sale without a premerger notification form having been filed pursuant to the Hart-Scott-Rodino Antitrust Improvement Act of 1976 or, if the private sale is not reportable under the Hart-Scott-Rodino Act, without obtaining the prior written consent of the plaintiff, which shall be granted or denied within thirty (30) calendar days of the request for such consent.

E. Defendants shall not provide financing in connection with the divestiture to the purchaser of any of Liberty's Sprint Holdings required to be divested by this Final Judgment.

F. Except as provided for in Section V.C. of this Final Judgment, defendants shall take no action to influence, interfere with or impede the trustee's accomplishment of the divestiture of Liberty's Sprint Holdings and Liberty shall, if requested by the trustee, use its best efforts to assist the trustee in accomplishing the required divestiture, provided that Liberty is not required to take any action with respect to any of Liberty's non-Sprint PCS assets or businesses. Subject to a customary confidentiality agreement, the trustee shall have full and complete access to the defendants' personnel, books, records, and facilities related to Liberty's Sprint Holdings. Subject to a customary confidentiality agreement, the trustee shall permit prospective purchasers of part or all of Liberty's Sprint Holdings in a private sale to have access to any and all financial

or operational information to which the trustee has access, as may be relevant to the divestiture required by this Final Judgment.

G. The trustee shall serve at the cost and expense of Liberty and shall account for all monies derived from the sale of the assets sold by the trustee and all costs and expenses so incurred. The compensation of the trustee and of any professionals and agents retained by the trustee shall be reasonable in light of value of the Liberty Sprint Holdings and based on a fee arrangement set forth in the trust agreement.

VI.

LIBERTY GOVERNANCE AND ECONOMIC INTEREST

Until the divestitures required by the Final Judgment have been accomplished:

A. Any economic interest arising in connection with Liberty's Sprint Holdings, without limitation, and including but not limited to any interest or dividends earned or net proceeds received upon the disposition of Liberty's Sprint Holdings, shall be for the sole and exclusive benefit of the holders of the Liberty Media Tracking Shares. AT&T shall not engage in any transaction that transfers either directly or indirectly the benefits of Liberty's Sprint Holdings to any other class of AT&T shareholders or to AT&T. AT&T shall adhere to the Policy Statement Regarding Liberty Tracking Stock Matters contained in Exhibit D to the AT&T/TCI Merger Agreement.

B. TCI shall, on or before the consummation of the merger, (i) amend and restate the certificate of incorporation and bylaws of Liberty to be in substantially the form set forth in Schedule 2.1(c) (i) of the AT&T/TCI Merger Agreement and (ii) appoint all of the

Class B Directors and the Class C Directors (as such terms are defined in Schedule 2.1(c) (i) to the AT&T/TCI Merger Agreement) of Liberty Media Corporation.

C. AT&T shall, on or before the consummation of the AT&T/TCI Merger or promptly thereafter, form a Capital Stock Committee as described in the Bylaw Amendment for the Capital Stock Committee set out in Exhibit D of the AT&T/TCI Merger Agreement and agree to have that Capital Stock Committee have the responsibilities described in Exhibit D of the AT&T/TCI Merger Agreement.

D. The trustee shall be instructed to vote all of Liberty's Sprint Holdings that are entitled to vote for and/or against applicable matters in the same respective proportions as the other holders of the Sprint PCS Tracking Stock.

E. Liberty shall not purchase additional shares of Sprint PCS Tracking Stock (other than in connection with the exercise of warrants to purchase such shares or the conversion of shares of Series 7 Preferred Stock acquired in the Sprint PCS Restructuring) without the prior written consent of the plaintiff, which shall act on any request for such consent within thirty (30) calendar days.

F. Liberty shall not hold or acquire any interest, direct or indirect, in AT&T's mobile wireless operations without a premerger notification form having been filed pursuant to the Hart-Scott-Rodino Antitrust Improvement Act of 1976, or if the acquisition is not reported under the Hart-Scott-Rodino Act, without obtaining the prior written consent of the plaintiff, which shall be granted or denied within thirty (30) calendar days of the request for such consent. This paragraph shall not apply to any cumulative holding or acquisition by Liberty of 1.0% or less of the outstanding shares of AT&T Stock indirectly through the acquisition of an interest in a

third party, with such percentage to be calculated by multiplying the percentage interest owned by Liberty in such third party by the third party's interest in AT&T Stock (and such third party's interest being determined in the same manner, if also held indirectly).

VII.

COMPLIANCE INSPECTION

For the purposes of determining or securing compliance with the Final Judgment and subject to any legally recognized privilege, from time to time:

A. Duly authorized representatives of the plaintiff, upon written request of the Attorney General or of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to defendants made to their principal offices, shall be permitted:

(1) Access during office hours of defendants to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of defendants, who may have counsel present, relating to matters contained in this Final Judgment; and

(2) Subject to the reasonable convenience of defendants and without restraint or interference from them, to interview, either informally or on the record, officers, employees, and agents of defendants, who may have counsel present, regarding any such matters.

B. Upon the written request of the Attorney General or of the Assistant Attorney General in charge of the Antitrust Division, made to defendants' principal offices, defendants shall submit such written reports, under oath if requested, with respect to any matter contained in this Final Judgment.

C. No information or documents obtained by the means provided in this Section VII shall be divulged by a representative of the plaintiff to any person other than a duly authorized representative of the Executive Branch of the United States, except in the course of legal proceedings to which the United States is a party (including grand jury proceedings), or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

D. If at the time information or documents are furnished by defendants to plaintiff, defendants represent and identify in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and defendants mark each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then ten (10) calendar days notice shall be given by plaintiff to defendants prior to divulging such material in any legal proceeding (other than a grand jury proceeding).

VIII.

REPORTING REQUIREMENT

Until the divestitures have been accomplished as provided for in Section V. of this Final Judgment, the trustee shall file a report every six months with the plaintiff, commencing on November 1, 1999, setting forth the efforts to accomplish the divestitures required by this Final Judgment.

IX.

RETENTION OF JURISDICTION

Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification of any of the provisions hereof, for the enforcement of compliance herewith, and for the punishment of any violations hereof.

X.

TERMINATION

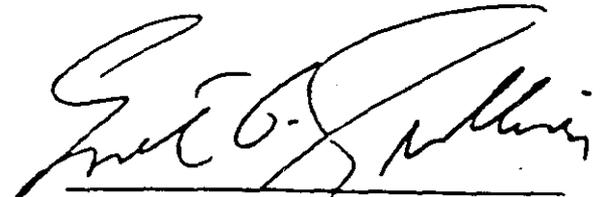
This Final Judgment will expire upon the tenth anniversary of its entry.

XI.

PUBLIC INTEREST

Entry of this Final Judgment is in the public interest.

Dated: 8/23/99



EMMET G. SULLIVAN

United States District Judge

LIBERTY PCS TRUST
TRUST CERTIFICATE

No. _____

THIS CERTIFIES that the undersigned Trustee has received:

[_____ shares of PCS Common Stock-Series 2, par value \$1.00 per share (the "Covered Securities"), of Sprint Corporation, a Kansas corporation ("Sprint"),]

[_____ shares of Preferred Stock-Seventh Series, Convertible, \$1,000 liquidation preference (the "Covered Securities"), of Sprint Corporation, a Kansas corporation ("Sprint"), which shares are presently convertible into an aggregate of _____ shares of Sprint's PCS Common Stock-Series 2, par value \$1.00 per share,]

[certain warrants (the "Covered Securities") to purchase an aggregate of _____ shares of PCS Common Stock-Series 2, par value \$1.00 per share, of Sprint Corporation, a Kansas corporation ("Sprint"), pursuant to the Warrant Agreement, dated as of November 23, 1998, by and between Holder (or a wholly owned subsidiary thereof, as applicable) and Sprint,]

from and on behalf of TCI Wireless Holdings, Inc., a Delaware corporation (the "Holder"), duly registered in the name of the Trust, pursuant to the terms and conditions of that certain Trust Agreement, dated as of March __, 1999, between the Holder and Trustee (the "Trust Agreement").

RIGHTS OF HOLDER

The Holder and Trustee agree to, accept and ratify all of the terms, conditions and covenants of the Trust Agreement, which is hereby incorporated herein by reference. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Trust Agreement.

The Holder shall possess and be entitled to the rights of beneficial ownership in the Trust represented hereby, pursuant to the terms and conditions of the Trust Agreement. This Certificate and the interest represented hereby are transferable on the books of the Trustee only on the presentation and surrender hereof during the Trust Term, subject in any event to the terms and conditions set forth in the Trust Agreement.

DISTRIBUTIONS AND DIVIDENDS

Subject to Section 4 of the Trust Agreement, any additional equity interest in Sprint acquired by or on behalf of the Holder in respect of the Covered Securities during the Trust Term shall be delivered to the Trustee and shall be subject to the Trust and the Trust Agreement, and the Trustee shall issue to the Holder one or more additional certificate(s) in substantially the form hereof representing such additional interest; *provided* that in the event of a dividend or distribution in respect of the Covered Securities consisting of cash, securities or other property the ownership of which by Holder would not violate the Final Judgment or the FCC Order, the Trustee shall distribute such cash, securities or other property to the order of Holder in accordance with the Trust Agreement.

DISTRIBUTION OF SALE/OTHER PROCEEDS

Subject to Section 5 of the Trust Agreement, this Certificate represents the right to receive the proceeds from any sale, transfer or other disposition of all or any portion of the Covered Securities. In the event that only a portion of the Covered Securities are sold, transferred or otherwise disposed of, the Trustee shall issue to the Holder one or more certificate(s) in substantially the form hereof representing the remaining portion of the Covered Securities.

TERMINATION

The Trust shall terminate in accordance with Section 8 of the Trust Agreement.

SUBJECT TO TRUST AGREEMENT

This Certificate is governed in all respects by the Trust Agreement. In the event of any inconsistency between the terms and conditions of this Certificate and the Trust Agreement, the Trust Agreement shall control.

Dated: _____, 1999

LIBERTY PCS TRUST

By: _____
[TRUSTEE,] in his capacity as Trustee
under the Trust Agreement

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFICATION NUMBER

Please print or typewrite name(s) and address(es)
including postal zip code(s), of assignee(s)

_____ this Trust Certificate and the interest represented hereby, and does hereby irrevocably
appoint _____

attorney to transfer this Certificate and the interest represented hereby on the books of the Trust. The attorney
may substitute another to act for him or her.

Date: _____

Holder: _____

By: _____

Name: _____

Title: _____

***IMPORTANT READ CAREFULLY!**

The signature(s) to this assignment must correspond with the name(s) as written upon the face of the
certificate in every particular without alteration, enlargement or change whatsoever. The signature(s) of the
person(s) executing this power must be guaranteed by an eligible guarantor institution which, at the time of
issuing the guarantee, is a member of, or a participant in the medallion signature guarantee program recognized
by the Securities Transfer Association.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	No. 1:98CV03170
)	Judge Emmet G. Sullivan
v.)	
)	
AT&T CORPORATION and)	
TELE-COMMUNICATIONS. INC.,)	
)	
Defendants.)	

STIPULATION

It is stipulated by and between the undersigned parties, by their respective attorneys, that:

1. Defendant AT&T Corporation ("AT&T," the successor in interest to Tele-Communications, Inc.) and Liberty Media Corporation ("Liberty") desire to file a motion jointly with Plaintiff the United States requesting that the Court terminate the Final Judgment entered by this Court on August 23, 1999. As a matter of policy, the United States does not consent to the termination of judgments without public notice and an opportunity for public comment. Consequently, the United States has provisionally agreed with AT&T and Liberty to file a joint motion requesting that the Court terminate the Final Judgment (in the form attached hereto as Exhibit A), upon completion of the procedures described below for public notice and comment. The United States has also agreed with AT&T and Liberty to file a Motion to Establish

Procedures for Termination of Final Judgment (in the form attached hereto as Exhibit B) together with this Stipulation.

2. AT&T and Liberty shall publish at their own expense a notice of the proposed termination of the Final Judgment (in the form attached as the Notice of Proposed Termination of Final Judgment Entered Against AT&T and Tele-Communications, Inc. on August 23, 1999, Exhibit C) in two consecutive issues of (a) *The Wall Street Journal* and (b) *Wireless Week*. An Order directing such publication (in the form attached as Order Establishing Notice and Public Comment Procedures for Motion to Terminate Final Judgment, Exhibit D) may be filed and entered by the Court without further notice to any party or any other proceedings.

3. The United States will publish in the *Federal Register* a notice (in the form attached as *Federal Register* Notice, Exhibit E) announcing the proposed termination of the Final Judgment and the United States' provisional consent to it. The *Federal Register* notice will summarize the Complaint, the Final Judgment, and the proposed termination of the Final Judgment, describe the procedures for obtaining and inspecting copies of relevant papers, and invite the submission of comments.

4. Within a reasonable time after the conclusion of the 60-day period for public comment running from the publication of the notices required by paragraph 2, the United States will file with the Court copies of any comments that it receives and its response to those comments. If the United States has not withdrawn its provisional consent to the termination of the Final Judgment based on the comments received, the parties will file a joint Motion to Enter Order Terminating Final Judgment together with a proposed Order Terminating Final Judgment. The United States reserves its right to withdraw its provisional consent to file the motion to terminate,

which it may do at any time before the entry of an Order Terminating Final Judgment, by filing a notice of withdrawal of its consent with the Court and serving a copy of said notice upon the other parties.

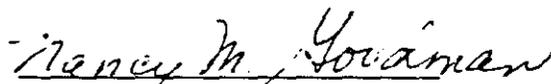
5. The parties request that the Court refrain from ruling on any motion to terminate the Final Judgment for at least seventy (70) days after the date of the last publication of the notices required by paragraph 2 of this Stipulation (i.e., at least ten (10) days after the close of the period for public comment), to permit time for evaluation and filing of a response to any public comments and submission of an appropriate motion.

6. In the event that the United States withdraws its consent, or if the proposed Order terminating the Final Judgment is not entered pursuant to this Stipulation, then this Stipulation shall be of no effect whatsoever; the making of this Stipulation shall be without prejudice to any party in this or any other proceeding; and the Stipulation shall not thereafter be used in this or any other action or for any other purpose.

FOR PLAINTIFF THE UNITED STATES
OF AMERICA



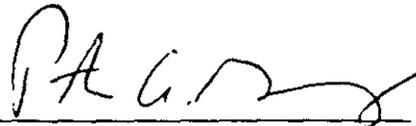
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Dated: 2/21/02

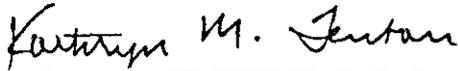
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APPROVED FOR FILING: _____

United States District Judge

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

AT&T CORPORATION and
TELE-COMMUNICATIONS, INC.,

Defendants.

No. 1:98CV03170

Judge Emmet G. Sullivan

MOTION TO ENTER ORDER TERMINATING FINAL JUDGMENT

Plaintiff United States of America and Defendant AT&T Corporation ("AT&T," the successor in interest to Tele-Communications, Inc.) and Liberty Media Corporation ("Liberty,") move this Court to enter an Order terminating the Final Judgment in the above-captioned matter, and in support of this motion, state as follows:

1. On _____, the United States, AT&T and Liberty moved to establish procedures to modify the Final Judgment entered by this Court on August 23, 1999, and on _____, this Court entered such order;

2. The United States provisionally agreed to the modification subject to the following conditions:

a. that AT&T and Liberty shall publish at their own expense a notice of the