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January 31, 2005

***By ECFS and Hand Delivery***

John Muleta  
Chief, Wireless Telecommunications Bureau  
Federal Communications Commission  
445 – 12<sup>th</sup> Street, S.W.  
Washington, D.C. 20554

Re: *WT Docket No. 04-70*

Dear Mr. Muleta:

On behalf of Cingular Wireless Corporation (“Cingular”), transmitted herewith are two letters clarifying (as requested by FCC staff) the renunciation of rights made by Cingular in letters transmitted to you on October 29, 2004, with respect to the partial interests held indirectly by Cingular in ALLTEL Communications of North Louisiana Cellular Limited Partnership (a licensee in CMA100 – Shreveport, LA and CMA454 – RSA Louisiana 1-Claiborne), and in St. Joseph CellTelCo (a licensee in CMA275 – St. Joseph, MO).

Please contact me with any questions on this matter.

Sincerely,



Jonathan V. Cohen  
Counsel for Cingular Wireless Corporation

Enclosures  
cc (w/ enclosures): John Rogovin  
Neil Dellar



Carol L. Tacker • Vice President, Assistant General Counsel & Corporate Secretary • phone 404.236.6030 • fax 404.236.6035

January 28, 2005

ALLTEL Communications  
One Allied Drive  
Little Rock, AR 72202  
ATT: Scott Caldwell, Partnership Affairs

RE: ALLTEL Communications of North Louisiana Cellular  
Limited Partnership

Dear Mr. Caldwell:

This letter serves to clarify (as suggested by FCC staff) the renunciation of rights made in my October 29, 2004 letter to you, and to confirm that, since October 29, 2004, Cingular Wireless LLC has acted in a manner consistent with this letter.

For so long as Cingular Wireless LLC ("Cingular") or any of its affiliates (for purposes of this letter, the term "affiliates" means any entity in which Cingular owns an interest) remains a Limited Partner, it hereby irrevocably renounces, for itself or any such entity:

- a) any and all direct or indirect rights provided under the Articles of Partnership, as amended ("Articles"), or otherwise, to participate in the management or affairs of the Partnership; and
- b) any right provided by Section 7.3 of the Articles, or otherwise, to receive confidential information about or to inspect the books and records of the Partnership, and Cingular directs that no such information be provided to it; provided, however, that Cingular shall be entitled to and shall receive information contained in IRS Form 1065 (Schedule K-1).

The renunciation of rights in (a) above specifically applies to any right to review or approve actions of the general Partner enumerated in Section 4.2 of the Articles, and to the right to receive budgets pursuant to Section 4.2(c) of the Articles.

In the event that Cingular transfers all or any part of its partnership interest to a third party that is not an affiliate of Cingular, in accordance with the Articles, that transferee may

Mr. Scott Caldwell  
January 28, 2005  
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exercise without limitation or restriction any of the rights renounced by Cingular above. Cingular will notify the Commission in the event that such a transfer occurs.

Sincerely,

A handwritten signature in black ink, appearing to read "Carol L. Tacker", with a long horizontal flourish extending to the right.

Carol L. Tacker  
Vice President, Associate General Counsel,  
Corporate Secretary

cc: Charlie Schuchard  
Todd Pladson  
Michael Goggin



Carol L. Tacker • Vice President, Assistant General Counsel & Corporate Secretary • phone 404.236.6030 • fax 404.236.6035

January 31, 2005

Verizon Wireless LLC  
One Verizon Place  
Alpharetta, GA 30004  
ATTN: Tish Dyer, Manager – Partnership Relations

RE: St. Joseph CellTelCo (the “Partnership”)

Dear Ms. Dyer:

This letter serves to clarify the renunciation of rights made in my October 29, 2004 letter to you (as suggested by FCC staff), and to confirm that, since October 29, 2004, Cingular Wireless LLC has acted in a manner consistent with this letter.

For so long as Cingular Wireless LLC (“Cingular”) or any of its affiliates (for purposes of this letter, the term “affiliates” means any entity in which Cingular owns an interest) remains a partner in the Partnership, it hereby irrevocably renounces, for itself or any such entity:

- a) any and all direct or indirect rights provided under the CellTelCo Master Agreement (the “Partnership Agreement”), or otherwise, to participate in the management or affairs of the Partnership; and
- b) any right provided by Sections 6.3 or 6.4 of the Partnership Agreement, or otherwise, to receive confidential information about or to inspect the books and records of the Partnership, and Cingular directs that no such information be provided to it; provided, however, that Cingular shall be entitled to and shall receive information contained in IRS Form 1065 (Schedule K-1).

The renunciation of rights in (a) above specifically applies to any right to vote on Partnership matters or to participate in the Executive Committee as set forth in Article V of the Partnership Agreement, and to the right to receive budgets pursuant to Section 6.3 of the Partnership Agreement.

In the event that Cingular transfers all or any part of its partnership interest to a third party that is not an affiliate of Cingular, in accordance with the Partnership Agreement, that

Tish Dyer, Manager  
January 31, 2005  
Page 2

transferee may exercise without limitation or restriction any of the rights renounced by Cingular above. Cingular will notify the Commission in the event that such a transfer occurs.

Sincerely,



Carol L. Tacker  
Vice President, Associate General Counsel,  
Corporate Secretary

cc: Todd Pladson  
Michael Goggin