Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In re Applications of	)	
	)	
CENTENNIAL COMMUNICATIONS CORP.,	)	WT Docket No. 08-246
Transferor, and AT&T, INC., Transferee	)	DA 08-2713
	)	File Nos. 0003652447 et al.
For Consent to Transfer Control of Licensees,	)	
Authorizations, and Spectrum Manager and	)	
De Facto Transfer Leasing Arrangements	)	

PETITION TO DENY OF CELLULAR SOUTH, INC.

Cellular South, Inc. ("Cellular South"), by its attorneys and pursuant to § 309(d)(1) of the Communications act of 1934, as amended ("Act"), 47 U.S.C. § 309(d)(1), § 1.939(a)(2) of the Commission's Rules ("Rules"), 47 C.F.R. § 1.939(a)(2), and the Public Notice, DA 08-2713 (Dec. 16, 2008) hereby petitions the Commission to deny the above-captioned applications ("Merger Applications") for Commission consent to the transfer of control of licenses, authorizations, and de facto transfer spectrum manager leasing arrangements from Centennial Communications Corp. ("Centennial") to AT&T, Inc. ("AT&T). In support thereof, the following is respectfully submitted:

INTRODUCTION

Just three months ago, the Commission approved the acquisition of ALLTEL Corporation (previously the Country's fifth largest wireless service provider) by Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") (previously the second largest), allowing Verizon Wireless to become the largest wireless company serving more than 83 million customers. *See Cellco Partnership d/b/a Verizon Wireless and Atlantis Holdings LLC*, FCC 08-258, 2008 WL 4876064 (2008). Now, the Commission is contemplating allowing AT&T, currently the nation's

second largest wireless service provider with over 75 million customers, to acquire Centennial, a regional provider serving portions of Indiana, Louisiana, Michigan, Mississippi, Ohio, Texas, Puerto Rico, and the U.S. Virgin Islands with over 1.1 million subscribers.

Cellular South submits and will show that the Commission cannot approve the proposed transaction in its entirety nor grant any of the Merger Applications unconditionally. At a minimum, conditions will have to be imposed that will require AT&T to: (1) divest the license Centennial holds to provide cellular service in one Mississippi market; (2) end its practice of entering into exclusive agreements with handset manufacturers that inherently lessen competition, particularly between the largest and smaller wireless providers; and (3) negotiate in good faith for automatic roaming and interoperability agreements for voice and data services, on reasonable terms and conditions, when so requested and where implementation of such agreements is technically feasible.

STANDING

Cellular South is the nation's largest privately-held wireless carrier.[1] It is a regional CDMA carrier serving over 700,000 customers primarily in rural areas. It provides cellular service in nine Cellular Market Areas ("CMAs") in Mississippi consisting of two Metropolitan Statistical Areas and seven Rural Service Areas. It also provides Personal Communications Services ("PCS") in twelve Mississippi Basic Trading Areas. In addition, Cellular South holds authorizations to provide PCS, Advanced Wireless Service and/or 700 MHz Service in portions of Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, Missouri, Tennessee and Virginia.

[1] Cellular South was the second largest privately-held wireless carrier after ALLTEL before ALLTEL consummated its merger with Verizon Wireless.

Cellular South currently directly competes with Centennial in two RSAs: Mississippi 8 – Claiborne (CMA500) ("Mississippi 8"); and Mississippi 9 – Copiah (CMA 501) ("Mississippi 9").[2] Cellular South's status as a current competitor to Centennial and a potential competitor to the merged entity provides it with standing to file a petition to deny the Merger Applications under *FCC v. Sanders Brothers Radio Station*, 309 U.S. 470 (1940) and its progeny. *See New World Radio, Inc. v. FCC,* 294 F.3d 164, 170 (D.C. Cir. 2002).

Consistent with S*anders Brothers,* the Commission developed a "generous" standing policy in assignment and transfer cases "so as to enable a competitor to bring to the Commission's attention matters bearing on the public interest because its position qualifies it in a special manner to advance such matters." *Stoner Broadcasting System, Inc.,* 74 F.C.C. 2d 547, 548 (1979). *See WLVA, Inc. v. FCC,* 459 F.2d 1286, 1298 n.36 (D.C. Cir. 1972) (standing under § 309(d)(1) "liberally conferred" where a competitor alleges economic injury). Under that policy, Cellular South clearly has standing under § 309(d)(1) to petition to deny the Merger Applications. *See, e.g., Channel 32 Hispanic Broadcasters, Ltd.,* 15 FCC Rcd 22649, 22651 (2000).

Despite recognizing that the administrative standard for establishing standing under § 309(d)(1) is "less stringent" than the judicial standard for establishing Article III standing to appeal, *see Paxson Management Corp. and Lowell W. Paxson,* 22 FCC Rcd 22224, 22224 n.2 (2007), and that Article III does not apply at all to administrative standing, *see Sagittarius Broadcasting Corp.,* 18 FCC Rcd 22551, 22554 n.20 (2003), the Commission nevertheless has applied the test for Article III standing to petitioners in transfer of control cases. *See, e.g.,*

[2] *See* File Nos. 0003652447, Ex. 1, Appendix B, at 10, 11, 15-16, 26, 27, 30 ("Lead Application").

Shareholders of Tribune Co., 22 FCC Rcd 21266, 21268 (2007).[3] If it does so again in this case, the Commission should recognize Cellular South's Article III standing.

According to AT&T and Centennial ("Merger Applicants"), their proposed merger will enable the combined firm to offer: (1) advanced services in rural areas that Centennial currently does not serve; (2) an expanded range of services over AT&T's national network; (3) a wider variety of rate plans; (4) handsets with a variety of features that Centennial currently does not offer because it does not have 3G capability; (5) better reception and signal quality; (6) innovative services that are attractive to business customers; (7) more 3G and 4G services than Centennial can do on its own; and (8) expanded network coverage. *See* Lead Application, Ex. 1, at 4-20. In addition, the Merger Applicants claim that the grant of the Merger Applications will result in substantial cost synergies, including (1) reduced per-subscriber costs of acquiring customers; (2) the reduction of general and administrative costs; (3) the consolidation of cell sites; (4) the reduction of network operating expenses; and (5) and the consolidation of billing functions. *See id.*, at 20-25.

If what the Merger Applicants claim is true, the grant of the Merger Applications will cause Centennial to become a stronger, and certainly larger, competitor than the one Cellular South currently faces in the two RSAs in Mississippi. The increased competition can be expected to cause Cellular South to sustain economic injury that is direct, tangible and immediate. The fact that Centennial promises to be a stronger competitor after the merger obviously establishes a causal link between the proposed merger and the competitive injury-in-fact that Cellular South stands to suffer. It is equally obvious that the injury to Cellular South

[3] To establish Article III standing, a party must allege specific facts showing that: (1) it will suffer injury-in-fact; (2) there is a "causal link" between the proposed transfer and the injury-in-fact; and (3) the injury-in-fact would be prevented if the transfer application is not granted. *See Shareholders of Tribune Co.*, 22 FCC Rcd at 21268.

that would be traceable to the merger would be prevented if the Commission does not grant the Merger Applications. Accordingly, even if judged under Article III standards, Cellular South has standing as a party in interest under § 309(d)(1) to petition to deny the Merger Applications.

ARGUMENT

I. AT&T'S ACQUISITION OF CENTENNIAL'S CELLULAR LICENSE FOR CMA500 WOULD VIOLATE A COMMISSION APPROVED SETTLEMENT AGREEMENT

Cellular South's opposition to the authorization of "cellular monopolies" is a matter of record in the ALLTEL/Verizon Wireless proceeding.[4] It objects to AT&T gaining control over all 50 MHz of cellular spectrum in any part of any one market for the same reasons it opposed allowing Verizon Wireless to gobble up cellular spectrum in scores of markets. Grant of the Merger Applications will give AT&T control of both 25 MHz blocks of cellular spectrum in parts of eight CMAs: Lake Charles, Louisiana (CMA197); Louisiana 2 – Morehouse (CMA455); Louisiana 3 – De Soto (CMA456); Louisiana 5 – Beauregard (CMA458); Louisiana 6 – Iberville (CMA459); Louisiana 7 - West Feliciana (CMA460); and in Mississippi 8 and Mississippi 9 RSAs in which it will compete with Cellular South.[5] While it opposes AT&T's acquisition of cellular monopolies in portions of Mississippi 8 and Mississippi 9, Cellular South additionally objects to AT&T's acquisition of a controlling interest in Centennial's authorization for Mississippi 8 license on contractual grounds.

In order to avoid having the license for Mississippi 8 award pursuant to a lottery that the Commission had scheduled for October 18, 1989, the two competing applicants for the wireline authorization, BellSouth Mobility, Inc. ("BellSouth") and Cellular Holding, Inc. ("Cellular Holding'), entered into what was known as a "full market" settlement agreement. *See, e.g.,*

[4] *See, e.g.,* Petition to deny of Cellular South, Inc., WT Docket No. 08-95, at 7-16 (Aug. 11, 2008).

[5] *See* Lead Application, Ex. 1, Appendix B, at 6, 10-13, 15-16.

Amendment of the Commission's Rules for Rural Cellular Service, 4 FCC Rcd 2449, 2449 (1988). A copy of their agreement, and counsel's letter transmitting the agreement to the Commission, are attached hereto as Exhibit 1.

BellSouth and Cellular Holding (a previously used corporate name for Cellular South) agreed that the latter would be the "surviving applicant" for the Block B (wireline) cellular license for Mississippi 8. *See infra* Ex. 1, at 1, 7. BellSouth retained an option which, if exercised, would result in the partitioning of the RSA and its acquisition of the authorization to provide service in Claiborne County. *See id.*, at 7. Cellular Holding would retain the authorization to continue serving the remaining counties (Jefferson, Adams, Franklin, Lincoln, Wilkinson, Amite and Pike Counties) in Mississippi 8. *See id*. The parties also agreed that neither would hold "any interest in a second and competing cellular service or any applicant proposing to provide such service" in Mississippi 8 as long as they held an interest in a Block B license for that RSA. *Id.*, at 5. The agreement was binding on both parties "their affiliates, successors and assigns." *Id.*

BellSouth exercised its option and, through an affiliate, obtained the Block B authorization for the Claiborne County portion of the petitioned RSA. The license for Claiborne County is now held by BellSouth's successor, New Cingular Wireless PCS, LLC, which is controlled by AT&T.[6] Accordingly, if it acquires a controlling interest in Centennial's Block A cellular license to serve Mississippi 8, AT&T would hold an interest in a "second and competing cellular service" and will be in breach of the full market settlement agreement the Commission approved when it granted the initial Block B authorization for Mississippi. Cellular South submits that the Commission cannot find that it would serve the public interest for it to grant its

[6] *See* Lead Application, Ex. 1, Appendix B, at 15.

consent for AT&T to obtain a second interest in Mississippi 8 in violation of the terms of a settlement agreement the agency encouraged and approved.

II EXCLUSIVE HANDSET AGREEMENTS WITH SUPPLIERS LESSEN COMPETION AND MUST BE PROHIBITED

The Merger Applications bring to the forefront a serious competitive problem that exists between large wireless carriers and their smaller wireless competitors. AT&T's exclusive iPhone and other exclusive AT&T handset offerings are the direct result of that company's market power with manufacturers, allowing AT&T to lock up innovative products that should be available to the public through a variety of channels. Those exclusive distribution agreements impact the competitive balance between wireless carriers because wireless devices are one of the top criteria used by consumers when selecting a wireless carrier. Exclusive distribution agreements also deny availability of innovative handsets to millions of persons who reside in rural areas that are outside the service area of the carrier that has the benefit of the exclusive agreement.

The Commission is due to receive comments by February 2, 2009 on a petition of the Rural Cellular Association ("RCA"), of which Cellular South is a member. RCA petitioned the Commission to investigate the widespread use and anticompetitive effects of exclusivity arrangements between commercial wireless carriers and handset manufacturers, and, as necessary, adopt rules that prohibit such arrangements when contrary to the public interest.[7] Cellular South suggests that the Commission defer action on the Centennial – AT&T applications until the important public interest questions presented by the RCA petition are

[7] *See Wireless Telecommunications Bureau Seeks Comment on Petition for Rulemaking Regarding Exclusivity Arrangements Between Commercial Wireless Carriers and Handset Manufacturers,* DA 08-2278, 2008 WL 4567146 (Oct. 10, 2008). Subsequently, the deadlines for filing comments and reply comments on RCA's petition were extended to February 2, 2009 and February 20, 2009, respectively.

resolved. Allowing the merger to proceed without first dealing with the issue will exacerbate the problem that currently exists and diminish competition in every market where Centennial will assign spectrum to AT&T.

Increasing demands for exclusive handset arrangements by the top two carriers (i.e., Verizon Wireless and AT&T Wireless) leave smaller carriers without adequate sources to obtain the selection of innovative handsets that the public demands. The Merger Application brings to the forefront an urgent need for the Commission to act promptly so that exclusive handset agreements do not completely undermine the competitive opportunities of small and regional wireless carriers.

III. AUTOMATIC ROAMING AND INTEROPERABILITY AGREEMENTS ARE INCREASINGLY IMPORTANT TO CONSUMERS AND OTHER CARRIERS

If the Commission finds that the Merger Application may be granted with conditions, Cellular South respectfully urges the Commission to require AT&T to negotiate reasonable terms and conditions for automatic roaming and interoperability agreements with other carriers when a reasonable request is received and the carriers are technologically compatible. As the wireless industry makes plans to evolve to 3G, 4G and beyond, there will no longer be incompatibility between certain carriers as is now the case with carriers using GSM or CDMA technologies. With a shrinking number of national and regional carriers, the need for assured cooperation by AT&T is of paramount importance to a regional carrier such as Cellular South and to other wireless competitors.[8]

[8] Regional and small carriers play a very important role in the nation's wireless infrastructure. The location of the carrier's headquarters and critical support team can be extremely helpful when emergency conditions require a rapid response. Cellular South's service was a critical component of the State of Mississippi's response to Hurricane Katrina. State disaster recovery officials and volunteers made effective use of the Cellular South network in the aftermath of the storm, and victims made emergency calls at an unprecedented number. Cellular South experienced a 470% increase in minutes of use on its network during that time, in large part because other carriers' networks were not rebuilt as quickly.

All wireless providers must offer nationwide access to be competitive in today's industry. It is essential to small and regional carriers that they have roaming agreements for access to nationwide networks. This puts small and regional carriers in the position of depending on larger competitors for the nationwide roaming agreements which keep their customers connected when traveling off-network.

Industry consolidation has made it increasingly difficult for regional and small carriers to obtain roaming agreements – particularly agreements covering the latest technologies. If AT&T is not required to operate as a potential roaming partner with other carriers, the public will be harmed as choices for nationwide service availability are whittled down to only the Tier 1 carriers.

Automatic roaming alone is not enough to satisfy customers who travel through the service areas of both AT&T and smaller carriers. AT&T must be required to provide interoperability as well as automatic roaming for technologically compatible carriers. Interoperability is the concept of making two networks function seamlessly for the customer. When networks are interoperable, connectivity is not interrupted during inter-carrier handoffs and the customer who is roaming on another network does not lose functionality on his or her device. This allows consumers to make full use of their wireless devices not just at home, but also when roaming on another carrier's network.

Interoperability also allows data to be passed back and forth between carriers to enhance the nature of services available to customers of both carriers. An increasingly important benefit of interoperability involves location-based services that can be provided by wireless carriers. As

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Cellular South's wireless network was 60% operational one day after Katrina landed, and service was fully restored in ten days. The service and response by Cellular South was uniquely recognized and commended in a resolution by the Mississippi legislature.

wireless networks have become more advanced, many customers have come to rely on location-based services. As more and more customers adopt location-based services, it is important that they are able to depend on these services when roaming. It is precisely at the time when a customer travels outside his or her home carrier's service area that the need for location-based services will be most acute, if not critical. The Commission's help is needed in this matter to assure that AT&T will be a willing partner to interoperability agreements that will allow customers of both carriers to benefit from the full capabilities of their equipment as they travel throughout the United States. Accordingly, Cellular South asks the Commission to condition any grant of the Merger Application upon a requirement that AT&T must negotiate in good faith for automatic roaming and interoperability agreements for voice and data services, on reasonable terms and conditions, when so requested and where implementation of such agreements is technically feasible.

For all the foregoing reasons, Cellular South respectfully requests that the Commission: (1) deny the application in File No. 0003652459 by which AT&T seeks to acquire a controlling interest in the Block A license to serve Mississippi 8; and (2) designate the remaining Merger Applications for hearing unless AT&T agrees to accept the conditions proposed herein.

Respectfully submitted,

/s/ [filed electronically]

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Attorneys for Cellular South, Inc.

January 15, 2009

DECLARATION

I, Eric Graham, do hereby declare as follows:

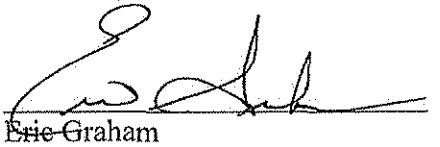
1. I serve as the Vice President, Government Relations of Cellular South, Inc.

2. I am familiar with the facts set forth in the foregoing petition.

3. Except for those facts of which official notice may be taken by the Commission, all the facts set forth in the foregoing petition are true and correct of my own personal knowledge.

4. I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 14, 2009.



Eric Graham

EXHIBIT 1

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October 4, 1989

Donna R. Searcy, Secretary
Federal Communications Commission
1919 M Street, N. W.
Room 222
Washington, D. C. 20554

Attn: Mobile Services Division

Re: - Notification of Full Market Settlement and Request for Public Notice
- RSA Market No. 500
- Mississippi 8 - Claiborne
- Frequency Block B

Dear Ms. Searcy:

The Commission is hereby advised of a full market settlement among wireline applicants in Mississippi Rural Service Area # 8-Claiborne, Market No. 500 (the "RSA"). Enclosed herewith for filing are an original and three copies of the settlement agreement. The lottery for Mississippi RSAs is scheduled to be held on October 18, 1989, pursuant to the Commission's Public Notice issued August 8, 1989.

As reflected in the settlement agreement, the surviving application for the RSA will be that of Cellular Holding, Inc., Fee No. 9247020. Therefore, no amended Form 401, Schedule A is required.

According to the agreement, BellSouth Mobility, Inc., the only other wireline applicant for the RSA, Fee No. 9247026, will retain an option to partition Claiborne County from the RSA, and have that county assigned by Cellular Holding, Inc. to BellSouth Mobility, Inc. or its successor. The option may be exercised within 48 months following the grant of a construction permit to Cellular Holding, Inc.

It is hereby requested that the Commission withdraw the RSA from the wireline lottery scheduled for October 18, 1989, and issue a public notice assigning a file number to the surviving application (setting forth deadlines for filing the hard copies of the surviving application, the 1.65 amendment and any engineering amendments).

Please direct any questions concerning this matter to undersigned counsel.

Very truly yours,

Pamela L. Gist

Pamela L. Gist

cc: Stephen Markendorff (w/enclosures)
Kathryn M. Van Horn (w/enclosures)

PARTITIONING AGREEMENT

This Agreement is made as of the _____ day of _____, 1989, by and among the undersigned parties.

The Federal Communications Commission ("FCC") in its cellular orders in Docket 79-318, released May 4, 1981 and March 3, 1982 respectively, stated that (a) one of the two frequency allocations for cellular service within each Standard Metropolitan Statistical Area ("MSA") would be assigned to a wireline carrier having an exchange presence in that MSA, (b) it expected that the wireline carriers would commence service promptly, and (c) it strongly urged wireline carriers eligible and desiring to provide service in an MSA to reach mutually acceptable arrangements for the provision of cellular service.

WHEREAS, the FCC, in its orders released in Docket 85-388 again urges wireline carriers to reach such mutually acceptable agreements for the provision of cellular service in Rural Service Areas ("RSA"). Accordingly, the parties desire to further the objectives of the FCC set forth in its cellular orders by reaching mutually acceptable arrangements to expeditiously provide cellular service to the public and believe that this Agreement, as so encouraged by the FCC, is consistent with the FCC's cellular communications policy and is lawful and in the public interest.

WHEREAS, each of the undersigned carriers are wireline carriers or affiliates of wireline carriers eligible for cellular system band "B" frequencies as defined by the FCC in its rule, Section 22.902(b), in the RSA's listed in Appendix A to this Agreement.

In furtherance of the FCC's mandate in this regard, the parties hereby agree to enter into an arrangement for the provision of cellular service in RSA's identified in Appendix A of this Agreement whereby the parties will individually serve discrete portions of the RSA.

Each party recognizes and agrees that a number of subsidiaries or corporate affiliates of the parties or partnerships controlled by a party hereto may assume the rights and obligations of those parties in and to this Agreement. Each party further recognizes and agrees that the parties hereto are acting for and on behalf of themselves, any of their subsidiaries, or any partnerships controlled by them.

This Agreement is expressly contingent upon and subject to a continuation of the FCC's cellular wireline allocation relating to the RSA's identified in Appendix A and its issuance of licenses to the parties to construct and provide cellular

radio service in RSA's, as well as any requisite state or other regulatory approvals. The parties agree to use their best efforts to obtain such continuation and approvals. Should any license or other regulatory approval necessary for a particular RSA subject to this Agreement not be granted (after exhaustion of any appellate proceedings) as contemplated herein, the parties agree this Agreement is null and void, but only as to the particular RSA.

Subject to the above-listed contingencies, the parties agree as follows:

(A) Each party's ownership interest and right to pre-tax net income or losses shall be as listed in Appendix A.

Each party shall be responsible for the contribution of the capital required to fund the provision of cellular service in its particular area of the RSA and any authorized expansions within that area of the RSA.

(B) By execution of this Agreement, as set forth below, the parties listed in Appendix A agree that each to its best knowledge and belief, has filed an individually acceptable application that meets all necessary FCC requirements for the RSA where that party has a wireline presence. In the event a full settlement is not reached in an RSA each party hereto agrees that if selected in the lottery to request through appropriate FCC procedures the assignment of various interests in the CP to the other parties to this Agreement in accordance with the partitioning arrangement shown in Appendix A. Each party agrees that it will request the FCC to dismiss the applications of non-settling parties and any petitions to dismiss or deny previously filed in relation to the RSA's listed in Appendix A, such requests to be contingent upon FCC approval of this Agreement and of the applicable partitioning arrangement for each associated RSA. Each party also agrees to support any FCC action necessary to effectuate this Agreement, including the filing of an amended application to service its particular portion of the RSA. In addition, each party agrees not to file any petitions to dismiss or deny relating to applications for RSA's listed in Appendix A where those applications were filed by any other party to this Agreement.

(C) As required by the FCC, each party will "operate and control" all facilities necessary to provide cellular service in its particular portion of the RSA and shall perform all activities and/or functions necessary to develop, market, sell, establish, operate, maintain and manage the cellular service.

(D) Each party will acquire and hold, directly or through license, all real and personal property, equipment, software and other assets required to provide cellular service in its particular portion of the RSA.

(E) Ea party will provide for al capital required for the provision of cellular service within its particular portion of the RSA and be responsible for any and all pre-tax income (or losses) associated with its cellular operations.

(F) All expenses including FCC license application expenses, incurred by the parties to this Agreement shall be borne by the individual party.

(G) Each party listed in the chart of Appendix A agrees that it will not hold any interest in a second and competing cellular service or any applicant proposing to provide such service in the same RSA so long as the party holds an interest as described herein for providing service in that RSA. To this end, each party will apply for and obtain, on behalf, of itself, from the appropriate regulatory authorities any licenses, permits or other regulatory approvals necessary to provide cellular service in its particular portion of the RSA. The parties pledge their best efforts and mutual cooperation in seeking the regulatory approvals needed to expeditiously implement cellular service in the RSA's as proposed herein.

(H) In the event a settling party decides not to pursue construction of a cellular system in its portion of the RSA the declining party's area shall be apportioned among the remaining settling parties in that RSA.

It is understood by the parties that in order to properly serve the areas reserved to each of them an overlap of 39dBu contours may be necessary in certain instances. Each party agrees, that in such instances, to allow reasonable incursions of the 39dBu contours of an adjacent system into its area and will provide in writing, if necessary, permission for such de minimis 39 dBu contour extensions. In no case, however, are such extensions to be for the purpose of expanding a service area beyond that delineated in Appendix A.

Nothing herein will preclude any party from reselling cellular service or selling or leasing terminal equipment used in connection with cellular service independently from the other parties to this Agreement whether within or outside an RSA.

This agreement, the partitioning arrangements described herein and the fiduciary duties of the parties relate only to the provision of cellular service.

This Agreement constitutes a binding agreement among the parties, their affiliates, successors and assigns.

In addition to the Conditions of Agreement set forth in Appendix A and hereby specifically incorporated herein, the parties acknowledge that this Agreement may be executed

simultaneously with other agreements relating to provision of cellular radio service in areas for which applications have not yet been filed and that execution of those agreements is at least partial consideration in this Agreement. Each party further recognizes and agrees that each of the other parties is entitled to specific performance as the only adequate remedy for material and substantial breach of this Agreement or the other simultaneously executed agreements. However, the other simultaneously executed agreements shall not have any legally binding effect on parties hereto who are not parties to such other agreements.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth opposite their respective names below:

BELLSOUTH MOBILITY

BY: A. D. Tompkins

TITLE: Treasurer

DATE: 6-15-89

CELLULAR HOLDING, INC.

BY: Wade H. Creekmore, Jr.

TITLE: Vice President

DATE: 6-8-89

APPENDIX A
PARTITIONING AGREEMENT

Market No. 500
Mississippi RSA 8 - Claiborne

The parties agree that Cellular Holding, Inc. should be granted the construction permit in its own name or in the name of its designated affiliate.

BellSouth Mobility, Inc. ("BellSouth") retains the option to partition this RSA into segments. In order to exercise this option, BellSouth shall notify Cellular Holding, Inc. or its successor no later than 48 months following the grant of the construction permit of its intention to exercise the option. BellSouth shall provide all necessary engineering support for a separate CGSA in the area to be partitioned. Cellular Holding, Inc. or its successor shall take all reasonable steps to establish the separate CGSA and to effect the assignment of the partitioned segment to BellSouth or its successor. BellSouth shall reimburse Cellular Holding, Inc. for its reasonable expenses in implementing this plan.

The option relates to partitioning Claiborne County, and assigning the cellular system authorized within that county to BellSouth. Cellular Holding, Inc. will retain that part of the RSA that includes Jefferson, Adams, Franklin, Lincoln, Wilkinson, Amite and Pike Counties.

BELLSOUTH MOBILITY, INC.

By: Walter T. Walker

Title: V.P. & Gen. Counsel

Date: 10/2/89

CELLULAR HOLDING, INC.

By: [illegible]

Title: [illegible]

Date: 9-1-89

CERTIFICATE OF SERVICE

I, Linda J. Evans, hereby certify that on this 15th day of January, 2009, copies of the foregoing PETITION TO DENY were sent by e-mail, in pdf format, to the following:

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Linda J. Evans