

**Before the
Federal Communications Commission
Washington, DC 20554**

In re)
)
Applications of AT&T Inc.) WT Docket No. 13-54
and Atlantic Tele-Network, Inc.)

To: Chief, Wireless Telecommunications Bureau

Blue Wireless's Reply to Joint Opposition

Buffalo-Lake Erie Wireless Systems Co., L.L.C. ("Blue Wireless") hereby replies to the "Joint Opposition of AT&T Inc. and Atlantic Tele-Network, Inc. to Petitions to Deny and Reply to Comment." AT&T and ATN (the Applicants) attempt to brush off the challenge posed by Blue Wireless to their transaction with only cursory examination of the facts. As will appear below, their Joint Opposition with respect to Blue Wireless is either factually or legally wrong in every particular.

Before we address the Applicants' Joint Opposition, we cannot help but observe that in a proposed acquisition which is pending simultaneously with the instant one, AT&T's Public Interest Statement offers four fundamental reasons why "The Transaction Will Not Harm Competition"¹:

- The transaction will not cause the spectrum screen to be exceeded in any market
- Vigorous competition including at least four competitors will remain in the market even after the transaction is consummated
- Roaming will not be affected since carriers roaming on the acquired carrier's GSM system will continue to have GSM roaming available post-transaction.
- HHI standards do not apply since only spectrum is being acquired

Here, except for the roaming point, the converse situation applies:

¹ Exhibit 1, Public Interest Statement at pp 7-8 in File No. 0005597386, application of AT&T to acquire certain licenses from Corr Wireless.

- The spectrum screen will be exceeded
- Competition in the market in the mobile telephony/broadband market will be reduced from three and a half genuine competitors to two and half
- HHI applies because customers are being transferred. Upon HHI analysis, the combined market share will likely exceed HHI alarm thresholds
- And while CDMA roaming will presumably be available from Verizon in Ohio-3 if this transaction is allowed to go through, all of the transferred customers will have to switch to GSM service by April, 2015, requiring at a minimum a change of phones

The very harms whose absence AT&T stresses in one market are present in spades in Ohio-3. This strongly suggests that AT&T itself is aware of the significance of these competitive harms even if it downplays them in the instant application. The conclusion to be drawn is that, in this case, “The Transaction *Will* Harm Competition.”

A. Roaming Agreement

As a preliminary matter, Blue Wireless observed in its Petition to Deny that the consummation of the proposed transaction would have the effect of reducing Blue Wireless’s roaming options in the key travel corridor between Erie and Cleveland where Ohio-3 lies. Blue Wireless noted that it has a legacy roaming agreement with ALLTEL which we had assumed was assigned to ATN as part of its ALLTEL acquisition. AT&T and ATN attached a Declaration of Angela Flom, who professed to have searched in vain for any roaming agreement with Blue Wireless. Ms. Flom did not look hard enough. Attached hereto is a partially redacted copy of the executed roaming agreement between ALLTEL and Blue Wireless which has never been terminated and, to our knowledge, remains in effect. It is unclear why this agreement was apparently not listed as being transferred along with other roaming agreements held by ALLIED as part of the transfer of ALLIED from Verizon to ATN in 2010. The agreement between Blue Wireless and ALLTEL remains in effect and Blue Wireless stands ready to deliver automatic roaming to ALLIED customers when they enter its territories.

The availability of alternative roaming partners other than Verizon Wireless and AT&T is the only check, however feeble, on the power of the majors to set roaming rates at near-monopoly rates. To be sure, there are other providers offering varying degrees of inadequate

coverage, as we will see below, but the loss of ALLIED in the rural and niche markets it serves will give AT&T and Verizon Wireless free rein to exact even higher roaming rates than they do now from small carriers.

B. The Spectrum Screen

AT&T and ATN acknowledge that their proposed transaction would exceed the spectrum screen threshold even under the most constrained interpretation of the screen components. Exceeding the screen even by a small margin is what triggers the need for heightened scrutiny of what is really going on competitively in a given market. As Blue Wireless demonstrated, and will reiterate below, competition in Ohio-3 is extremely limited now and will effectively drop below the four carrier minimum if this transaction is approved.

Blue Wireless pointed out in its Petition, however, that the violation of the spectrum screen was not a “mere” 4 MHz but was actually substantially larger. To support the exclusion of BRS spectrum from the screen equation, Blue Wireless pointed to the fact that Clearwire is not actually offering service in Ohio-3. This was based on the Commission’s analysis of BRS in *In the Matter of Applications of Cellco Partnership d/b/a Verizon Wireless and Atlantis Holdings LLC*, 23 FCC Rcd 17444 (2008) at Para. 65 (“*Verizon- ALLTEL Order*”). There the Commission determined that BRS service should be deemed available if the market had been transitioned, but the Commission assumed in that connection that BRS licensees would be “operating” thereafter because they had “substantial service” deadlines to meet no later than May 1, 2011. We have no reason to challenge Clearwire’s claim to have been operating in Ashtabula in the spring of 2011, but there is no requirement that BRS licensees continue operating after having met that requirement. And AT&T and ATN do not dispute that, for whatever reason, no service is being offered by Clearwire in Ohio-3 now. Since the point of the screen is to count only truly available spectrum, under the FCC’s own analysis, the BRS spectrum should be excluded.²

² The Applicants also suggest that Clearwire’s spectrum holdings should be counted as part of Sprint’s. Suffice it to say that Clearwire operates independently from Sprint where it does operate and its spectrum holdings are currently the subject of a vicious bidding war. There is no telling at this point whose hands Clearwire’s spectrum will end up in.

Similarly, AT&T and ATN claim that they were able to verify easily that AWS-1 spectrum is “available” in Ohio-3 and that spectrum must therefore be counted in the screen. Unfortunately, they looked only at AWS spectrum held by federal government users to determine whether the spectrum had been cleared.³ The Commission’s policy requires AWS-1 spectrum to be cleared of “governmental and non-governmental incumbent users” in order to be deemed available. *Verizon-ALLTEL Order* at Para. 66 (emph. added). Checking the status of only governmental users proves nothing about the current availability of the spectrum for commercial AWS use. Given the long warehousing of this spectrum by SpectrumCo and its fellow cable operators and the subsequent shuffling of the spectrum among T-Mobile, Verizon and AT&T, it is entirely possible, if not likely, that non-governmental incumbents have not been cleared. Certainly AT&T and ATN have not given us reason to believe otherwise.

What this means is that the universe of available spectrum in the Ohio-3 market is actually far more circumscribed than the applicants would have the Commission believe, and the adverse effect of losing a key competitor in that market is all the more severe.

C. The Competitive Landscape

There are currently four competitors in Ohio-3 offering 3G or better service: AT&T, ATN, Verizon and Sprint. AT&T, ATN and Blue Wireless all agree based on Sprint’s publicly available service depictions that Sprint offers service only along limited highway corridors and a few urbanized areas in Ohio-3 using its own facilities. Its service outside those spots is explicitly offered only on a roaming basis. Since such service is not facilities-based, it is not to be taken into account at all in the Commission’s competitive analysis. *In re Applications of Deutsche Telekom AG, T-Mobile USA, Inc. and Metro PCS Communications, Inc.*, rel. March 12, 2013, DA13-384 at Para. 37. AT&T and ATN do not contend that Sprint’s facilities-based service in this market is anything but spotty.

AT&T and ATN demonstrated in their Joint Opposition that, contrary to Blue Wireless’s original assertion, T-Mobile actually does provide some service in Ohio-3. Their depictions of T-Mobile’s areas of service do show 2G service in the Ohio-3 market. However, they prove too little. Had they supplied the 3G/4G screens available on the same T-Mobile website, it would have been clear that T-Mobile

³ They checked the NTIA website for federal users of the AWS spectrum band (Joint Opposition at footnote 36), a site which does not purport to reflect non-governmental usage in the band.

provides no 3G or 4G service at all in Ohio-3. (See attached screen shot from T-Mobile website <http://www.t-mobile.com/coverage/pcc.aspx/>. The T-Mobile website also shows a single “retail location” for T-Mobile in the Ashtabula area – a Walmart which obviously sells a wide variety of phones and services. It is in no sense a T-Mobile store. The nearest actual T-Mobile store is more than 30 miles away in a separate market. Far from having “substantial coverage and competitive presence” in Ohio-3 (Joint Opposition at p. 6), T-Mobile operates a minimal voice-only system with no 3G or 4G broadband service. Since the Commission has expressly stated that it will only treat firms as competitors in the marketplace if they offer “mobile telephony/broadband services” (*Verizon-ALLTEL Order*, supra at Para. 65), T-Mobile’s rudimentary service simply doesn’t count. By contrast, although ATN downplays its own weakness as a competitive force, at least it offers 3G service. Public Interest Statement at pp. 6 and 7.

This means that, despite the Applicants’ protests to the contrary, Ohio-3 is currently a four-horse race, and one of those competitors, Sprint, is so limited in facilities-based coverage as to be almost negligible. If ATN were to be subsumed into AT&T, a virtual duopoly would be left. At a minimum, the market will have fewer than the four mobile telephony/broadband competitors which the Commission and the Dept. of Justice consider essential to “genuine” competition. Tellingly, the Applicants scrupulously avoided in their Joint Opposition any discussion of the HHI. Blue Wireless again urges the Commission to conduct an HHI analysis of the Ohio-3 market using number resource information available in its records. That data should provide solid information regarding the market shares currently held by AT&T and ATN in the market, and the adverse effects that a combination would cause. Of course, the Commission could also require the Applicants to provide information themselves regarding their subscriber numbers in the subject market, but without inputs from Verizon and Sprint, the full story would not be known. It would not be too onerous for the Commission to require all four of the relevant market participants (i.e., AT&T, ATN, Verizon and Sprint) to supply subscriber numbers on a confidential basis so that the Commission can make a decision based on the complete competitive picture.

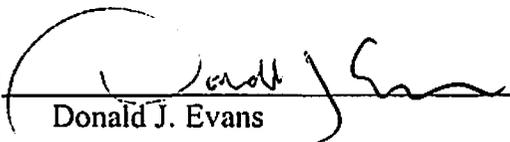
Finally, the Applicants tout the alleged benefits to ATN’s current customers of having access to AT&T’s wondrous network as weighing against any competitive harm that might otherwise inure to the public. To that we need only point out that ATN’s customers, who have always had the option of switching to AT&T’s service if they so chose, have so far not succumbed to the blandishments of that service. Perhaps the rate plans and attached obligations are unattractive, perhaps the data capacity is too limited, or perhaps the service offered by AT&T is too spotty in this market. For whatever reason, ATN’s customers have chosen a carrier other than AT&T. And the essence of free competition is that they should continue to have that choice.

D. Conclusion

The Commission too should take heed of the severe adverse effect on competition which this transaction will wreak on Ohio-3. It is not in the public interest to approve the transaction in its present form, and it should therefore be denied.

Respectfully submitted,

Buffalo-Lake Erie Wireless Systems Co., L.L.C.

By: 
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April 24, 2013

Its Attorneys

Declaration of Brian Gelfand

I, Brian Gelfand, Chief Operating Officer of Buffalo-Lake Erie Wireless Systems Co., L.L.C., hereby declare under penalty of perjury that I have reviewed the attached Reply to Opposition and the facts contained therein are true and correct to the best of my knowledge and belief. The screen shot attached hereto was taken from the publicly accessible website of T-Mobile and the information contained therein is a product of those sites.

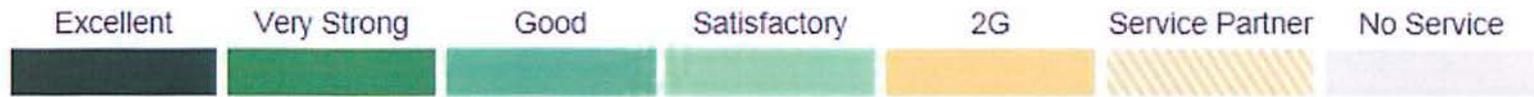
Brian Gelfand

Brian Gelfand

Date: 4/23/13

3G/4G smartphone signal strength* ?

To see if a location has 3G or 4G coverage and check its signal strength, zoom all the way into the location and then click on the map.



Address location New cell site

*The definitions and user experience may differ for dedicated Mobile Internet devices such as Mobile HotSpots, Tablets, and Laptop Sticks. For more details, see a Retail Associate at the nearest [T-Mobile Retail Store](#).

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INTERCARRIER ROAMER SERVICE AGREEMENT

THIS AGREEMENT, together with all appendices (collectively, the "Agreement"), dated as of the 16th day of November, 2007 (the "Effective Date"), is entered into by and between Alltel Communications, Inc., a Delaware corporation, for itself and for those license holders set forth in Appendix I, (collectively referred to as "Alltel"), and Buffalo Lake Erie Wireless Systems Co. LLC, a Maryland corporation, for itself and for those license holders set forth in Appendix I (collectively referred to as "Blue Wireless". The entities listed in Appendix I as the Alltel Licensees and Permittees are herein referred to as the "Alltel Parties." The entities listed in Appendix I as the Blue Wireless Licensees and Permittees are herein referred to as the "Blue Wireless Parties," or individually as a "Alltel Party" or a "Blue Wireless Party," respectively; the Alltel Parties and the Blue Wireless Parties are collectively referred to as the "Parties" and individually as a "Party."

MUTUAL AGREEMENT

In consideration of the mutual obligations and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

DEFINITIONS

"ANSI-41" means the signaling protocol used to provide intersystem operation in support of subscriber mobility management as published by the American National Standards Institute.

"Assume Negative" means the validation process by which Roamers are assumed unauthorized until a positive notification has been received by the Serving Carrier.

"Assume Positive" means the validation process by which Roamers are assumed authorized until a negative notification has been received by the Serving Carrier.

"Authentication" means the direct exchange of ANSI-41 messages over SS7 connections through a network of carriers by which the identity of the Roamer is confirmed through the use of industry standard encryption algorithms.

"Authorized Receipt Point" or "ARP" means the location or address of the party designated by the "Home Carrier" as the delivery point for its CIBER Records and authorized agent for performing CIBER edits.

"Authorized Roamer" means a Roamer using equipment with the MBI/MIN combinations listed in accordance with Section 3 of this Agreement for whom the

Serving Carrier has received a positive notification in accordance with the provisions of Section 3 hereof.

"BID" or "Billing Identification" means a five-digit code administered by CIBERNET that may be used instead of a SID for billing purposes to indicate a specific service area within a SID.

"Bill and Keep" means that the Serving Carrier does not bill the Home Carrier for services provided.

"Billing Period" is the period running from the day after the Close of Billing through the Close of Billing day in the subsequent month (normally the 16th through the 15th, unless the 15th falls on a non-business day).

"Call Detail Record" or "CDR" means the record containing information that is unique to a specific call. CDR contains information such as the originating switch, the terminating switch, length of call, time of day, call start and end time, and the number dialed.

"Cellular Intercarrier Billing Exchange Record" ("CIBER" or "CIBER Record") means the publication prepared and maintained by CIBERNET Corporation as a service to the wireless communications industry. Unless specifically provided otherwise in the Agreement, all words and phrases used in the Agreement are in accordance with the definitions provided in the CIBER Record. The CIBER Record is the industry standard record format used to transfer Roamer billing data.

"Clearinghouse" means the entity that provides for the exchange of CIBER Records, performs Industry accepted CIBER edits, and forwards data to roaming partners and other clearinghouses for reimbursement of roamer service.

"Close of Billing" is the 15th day of each calendar month or the next preceding business day if the 15th is not a business day.

"Confidential Information" means any information exchanged between the Parties in connection with this Agreement concerning the other Party's business including, without limitation, tangible, intangible, visual, electronic, written, or oral information such as (i) trade secrets, (ii) financial information and pricing, (iii) technical information and know-how such as research, development, procedures, algorithms, data, designs and (iv) business information such as operations, planning, marketing interests and products, and (v) all information collected or developed by a Party regarding customers including location-based information, all phone or other identification numbers issued to customers, all electronic serial numbers, all customer personal information and all automatic number identification information and all information described in the FCC's definition of "Customer Proprietary Network Information" as set forth in 47 USC Section 222(h)(1) (as amended from time to time).

"Domestic" means those Markets within the United States, Puerto Rico, and the United States Virgin Islands.

"ESN" means the Electronic Serial Number that is set by the manufacturer and encoded in a Roamer's wireless device.

"FCC" means the Federal Communications Commission or any successor agency thereof.

"Home Carrier" means a Party who is providing Wireless Service to its registered customers in a geographic area where it directly or through subsidiaries who are named Parties to the Agreement holds a license or permit for a domestic public wireless radio telecommunication system and station.

"HLR" or "Home Location Register" is an SS7 database containing information regarding the current location and validation status of the Home Carrier's customers.

"Industry Negative File" means the database of all MIN/ESN combinations that have been reported to the Clearinghouse by member and non-member Home Carriers to deny those MIN/ESN combinations roaming privileges by the Serving Carrier.

"IS" means **"Interim Standard"** and is used to reference numerous network and engineering guidelines used throughout the wireless industry for various purposes.

"Market" means the geographical area, identified by a SID, BID, or other governmental identifier, in which the applicable Party has a license or permit to provide Wireless Services.

"Mobile Equipment Identifier" or "MEID" means an identification number that is globally unique for each new CDMA handset. The MEID identifies the CDMA handset to the network. MEIDs will be used to replace ESNs.

"MIN Block Identifier" or "MBI" means the first six digits of the MIN assigned by a Home Carrier to identify a line number range of its MSIDs. Minimum reportable line range within an MBI is 1,000 line numbers.

"Mobile Dialable/Directory Number" or "MDN" is either (i) assigned by a Home Carrier to a customer subscribing to its Wireless Service, or (ii) ported to the Home Carrier by a customer subscribing to its Wireless Service who previously had service with another telecommunications service provider.

"Mobile Identification Number" or "MIN" is assigned by a Home Carrier to each of its registered customers. The MIN/MSID is transmitted by the wireless device for purposes of registration. In the Wireless Local Number Portability environment, the

MIN, which may or may not be the same as the MDN, identifies the service provider associated with a subscriber.

"Mobile Station Identifier" or "MSID" is a number assigned by a Home Carrier to each of its registered customers. In a local number portability environment, mobile subscribers require two types of numbers: MDN and an MSID. Where the MDN is the dialable and portable North American Numbering Plan telephone number, the MSID is non-portable and non-dialable.

"Pre-Call Verification" or "PV" means call validation that occurs between the Serving Carrier and Home Carrier switches before a call is connected, with the purpose of detecting and blocking fraudulent call attempts.

"Resale" or "Resell" means to sell a Party's Wireless Service using MDNs homed to a local service area not covered by that Party's CDMA/1xRTT or EvDO network.

"Roamer" means a customer who seeks Wireless Service in a geographic area outside of the area served by the Party with whom it is registered.

"Serving Carrier" means a Party who provides Wireless Service for Authorized Roamers of another Party while such Authorized Roamers are out of their Home Carrier's geographic service area and in the geographic service area where the Serving Carrier directly or through subsidiaries who are Parties to this Agreement holds a license or permit for a domestic public wireless radio telecommunication system and station.

"SID" means the five-digit code assigned to each market by the FCC for each license issued to Wireless Carriers.

"Technical Data Sheet" means a document used by the roaming industry for Home Carriers to periodically notify Serving Carriers technical information about the Home Carrier's Markets including, but not limited to, the list of valid MBI combinations of its customers, SIDs, BIDs, market names and point codes.

"VLR" means a local database maintained by the Serving Carrier to track Authorized Roamers currently registered on the Home Carrier's network.

"Wireless Voice Service" means domestic public Wireless radio telecommunications service and any other available public radio services authorized under the FCC rules, or other licensing authority in other jurisdiction(s), including but not limited to cellular and PCS services. Wireless Voice Service may be referred to herein as "Wireless Service."

I. PROVISION OF SERVICE

1.1 In accordance with the terms of this Agreement and any governing appendices, Each Party shall provide, to any Authorized Roamer who so requests, Wireless Voice Service in accordance with rates and terms set forth in Appendix II.

1.2 Notwithstanding anything in this Agreement to the contrary, a Serving Carrier may suspend or terminate service to an Authorized Roamer in accordance with the terms of this agreement but such suspension or termination shall not affect the rights and obligations of the Parties for service furnished hereunder prior to such termination or suspension.

1.3 No Serving Carrier shall use recorded announcements or other inducements for an Authorized Roamer under any circumstances.

II. DIVISION OF REVENUE

2.1 Each Home Carrier, whose customers (including the customers of its resellers) receive Wireless Service from a Serving Carrier as Authorized Roamers under this Agreement, shall pay to the Serving Carrier who provided such Wireless Service 100% of the Serving Carrier's charges for Wireless Service set forth in Appendix II (airtime, toll, or long distance), and one hundred percent (100%) of termination charges (Serving Carrier or third party) or other Serving Carrier charges (e.g. directory assistance) and pass-through charges (charges owed by the Serving Carrier hereunder to any toll or other carrier in connection with providing such Wireless Services). The rates set forth in Appendix II shall apply to any SIDs listed on Appendix I. If a SID is not listed on Appendix I unless added pursuant to the terms and conditions specified in this Agreement, then any "current rates" that are in place between SID combinations shall continue until the new SIDs are added to the Agreement at an agreed upon rate. If there are no current rates in effect, then default rates per each Party's Technical Data Sheet shall apply until the new SIDs are added to this agreement. Amendments to the Agreement shall be in writing, signed by the Parties, and shall be effective on the 16th of the month following full execution thereof unless a different effective date is set forth in the amendment. The rates in Appendix II shall remain in effect as set forth herein until both Parties enter into a written agreement to amend them in accordance with this Section.

2.2 Requests to add a Market to Appendix I pursuant to the terms of this Agreement shall be given via e-mail, facsimile or by written notice.

2.3 Either Party may from time to time hereafter seek to amend Appendix I of this Agreement to split any of its SIDs into multiple BIDs upon 30 days written notice to the other Party. BID additions will utilize rates previously used by the SID as herein defined provided the BIDs cover the same geographic area as the prior SID.

III. EXCHANGE OF INFORMATION

3.1 Technical Data Sheets. Each Party's Technical Data Sheet contains a list of the valid MBI/MIN combinations used by its respective customers. Except as specifically set forth herein, these MBI/MIN combinations shall be accepted by the other Party. Each MBI/MIN is and shall be within the entire line range (0000-9999), or a specified portion thereof. Each Party shall be responsible for all billing otherwise properly made in accordance with this Agreement to any number listed by such Party within the range or ranges specified by it in Appendix I. Additions, deletions, or changes to MBI/MIN combinations for their respective customers shall be sent by each Party to the other Party in the form of an updated Technical Data Sheet.

3.2 MBI/MIN Notification. The minimum time required before changes, additions, or deletions of MBI/MIN ranges become effective shall be (15) days from the date a Party receives the other Party's notification of such changes, additions or deletions.

3.3 Exchange of Information. The following information, at a minimum, shall be exchanged between both Parties when changes are made to a Technical Data Sheet:

MBI/MIN, Line Range, BID, City/State, and Effective Date

Each Carrier's respective Technical Data Sheet shall contain all valid MBI/MIN ranges and corresponding SID information. The "Minimum Line Range" within a MBI/MIN is 1,000 consecutive line numbers.

3.4 Validation and Fraud Protection.

3.4.1 In order to prevent fraud, the Parties agree to use at least one of the methods of call validation outlined herein, "Pre-Call Validation" ("PV") or "Industry Negative File" or "Authentication."

3.4.2 In Markets with Signaling System 7 ("SS7") connectivity, the Parties shall use "Pre-call Validation" to send an inquiry to the Home Carrier's switch to determine if the MIN/ESN combination of the Roamer's equipment is authorized for Wireless Service. If the response of the Home Carrier's switch is that the MIN/ESN combination is authorized, the Serving Carrier will consider the Roamer to be an "Authorized Roamer" for a fixed period of time (time period to be determined by the Serving Carrier). If the response of the Home Carrier's switch is that the MIN/ESN combination is not authorized, the Serving Carrier will deny service. If the Home Carrier's switch does not respond to the inquiry the Serving Carrier will "Assume Negative" and deny Wireless Service until such time a response is received from the Home Carrier authorizing Wireless Service.

3.4.3 If the Serving Carrier provides PV of the Home Carrier's customers through means of a system that bypasses the Industry Negative File, the Home Carrier agrees to remove all Industry Negative File edits with the appropriate Clearinghouse. In such case, CIBERNET Negative File guidelines and procedures will not apply.

3.4.4 Both Parties agree to work towards SS7 connectivity in any Market where such connectivity does not exist today. If in the future a Market is added that does not have SS7 connectivity, the Party acquiring such Market shall have those MIN/ESN combinations identified separately from those within the valid MINs identified in accordance with the terms hereof. If Home Carrier does not want any such MIN to be considered an "Authorized Roamer" such MIN/ESN combinations must be entered into the Industry Negative File. The approved CIBERNET Negative File Guidelines shall be the governing criteria for all Parties. Thereafter, from time to time, as agreed by the Parties, of all additions to, and deletions from, these lists for the customers of that particular Party. Such notifications shall be made during the normal business hours of the Parties, via the Clearinghouse.

3.4.5 In the case where either Party acquires a Market that does not use SS7 connectivity, such Party, due to system limitations related to that Market, may purge or delete numbers of its customers from the lists as referred to herein, but in all such cases, such purging or deleting numbers must be done in accordance with the approved CIBERNET Negative File Guidelines. If purging or deleting of numbers is done prior to the time frames established by the CIBERNET Negative File Guidelines, or through procedures not otherwise set forth by the approved CIBERNET Negative File Guidelines, the Party implementing the purge or deletion will assume financial liability for any charges incurred as a result of those actions. All purges or deletions made pursuant to this Section shall be given through the Parties and shall be in the form mutually agreed upon by the Parties and effective at the time established by the approved CIBERNET Negative File Guidelines (unless otherwise modified by mutual agreement of the Parties).

3.4.6 Each Party shall provide to the other Parties a list of all Markets and their SS7 status within the Technical Data Sheet. The Technical Data Sheet shall be promptly updated as changes occur in the SS7 status of any Market.

3.4.7 The parties will cooperate and, as necessary, supplement this Agreement in order to minimize fraudulent or other unwarranted use of their respective systems to Roamers. If any Party reasonably decides that, in its sole judgment, despite due diligence and cooperation pursuant to the preceding sentence, fraudulent or other unwarranted use has reached an unacceptable level of financial loss and is not readily reasonably remediable, such Party may provide written instruction that all or a portion of its MINs be removed from the Serving Carrier's switch(es). The Serving Carrier will comply with this instruction within three (3) business days of receiving the request. At such time as the Home Carrier seeks to have its MINs reinstated in the Serving Carrier's switch(es), the Home Carrier will provide the Serving Carrier a written instruction in accordance with Section 3.1 hereof.

3.4.8 Each Party hereby agrees to indemnify each and all of the other Parties, together with their partners and any and all of their officers, directors, employees, agents and/or affiliates, against, and hold them harmless from, any and all third party claims, suits, demands, losses and expenses, including attorneys' fees and disbursements, which may result in any way whatsoever from the indemnifying Party's denial or provision of Roamer or local Wireless Service contrary to the instructions of the indemnified party as provided herein and in accordance with the Industry Negative File Guidelines, if applicable.

IV. BILLING

4.1 Each Home Carrier shall be responsible for billing to, and collecting from, its own customers all charges that are incurred by such customers as a result of service provided to them as Authorized Roamers by the Serving Carrier. The Home Carrier shall also be responsible for billing its customers for, and remitting to, the federal government all federal excise tax that may be due in connection with the service being billed by it to its customers. If the Authorized Roamer is a customer of a Home Carrier that resides outside of the United States, all applicable taxes will be charged by the Serving Carrier. The Serving Carrier will be responsible for remitting such taxes to the appropriate tax authorities.

4.2 The Home Carrier will pay for Authorized Roamer charges based on the settlement report provided by its Clearinghouse and pursuant to the provisions of this Agreement.

4.3 Each Home Carrier may from time to time choose to restrict roaming in a particular Market or Markets belonging to the Serving Carrier. In such cases, written notification must be provided to the Serving Carrier thirty (30) days prior to effective date of such restriction

4.4 Liability for Unauthorized Roamers shall be established one hour after posting of negative file update by the Home Carrier's Clearinghouse unless validation is occurring via SS7 whereby the industry negative file is bypassed. Utilization of existing Clearinghouse negative file update timestamps shall apply. It is essential to populate the Time Zone Indicator and Daylight Savings Indicator fields with appropriate values. Utilization of existing Clearinghouse negative file entries shall be immediate. Notification or updating of the attachments and lists shall be made by (a) courier delivery of a written notice, or (b) facsimile or e-mail transmission of a written notice during normal business hours of the Party being notified, or (c) by entry (through manual or automated means) into the Industry Negative File of a clearinghouse.

4.5 All requests to remove and/or reinstate exchanges due to fraudulent or unauthorized roaming activity must be in writing and sent via facsimile to the contact person identified in the Technical Data Sheet. Such requests shall be completed within one (1) business day following receipt when possible, but not later than three (3) business days following receipt. After the expiration of the three (3) business days deadline, if an

exchange is not removed the liability for any fraud incurred will be the responsibility of the Serving Carrier. The Home Carrier shall submit all claims in writing for the fraudulent or unauthorized roaming activity to the Serving Carrier.

4.6 Message records shall be considered to have failed the CIBER Record Edit if the message is more than thirty (30) days old when it is received at the Home Carrier's Authorized Receipt Point ("ARP"). Message records which are rejected from the Home Carrier's ARP and returned to the Serving Carrier shall be considered to have failed the CIBER Record Edit if the message is more than forty-five (45) days old. Determination of the age of a message record is from the date of the call.

4.7 Each Serving Carrier who provides Wireless Service to an Authorized Roamer pursuant to this Agreement shall forward Roamer billing information, on at least a weekly basis, in accordance with the procedures and standards set forth in the CIBER Record to the Home Carrier's Authorized Receipt Point

4.8 Where the Authorized Roamer billing information required to be provided by the Serving Carrier does not comply with the CIBER Record guidelines, the Serving Carrier's Clearinghouse will return the defective record to the Serving Carrier as provided in the CIBER Record established procedures. Whereas the Serving Carrier's Clearinghouse performs mandated CIBER edits, the Home Carrier may not return records to the Serving Carrier either directly or through their respective Clearinghouse for failure to adhere to CIBERNET guidelines. Both Parties agree that it is the responsibility of their respective Clearinghouse to edit CIBER Records for adherence to CIBER guidelines. The Home Carrier may decide to institute an edit either at the Clearinghouse or within their respective billing system to reject roaming records for specific business reasons not related to adherence to CIBER Record guidelines.

4.9 No credit for insufficient data or defective records shall be permitted except as provided in this Section 4, unless mutually agreed upon by the Parties. Any credit that is requested by the Home Carrier must be fully documented and submitted utilizing the format set forth in this Agreement.

V. SETTLEMENT

5.1 Each Party will settle its accounts with the other Parties on the basis of billing information received pursuant to Section 4 hereof as of the Close of Billing. The Home Carrier shall remit to the Serving Carrier's designated account by wire transfer or check such amounts as are due to the Serving Carrier as of the Close of Billing. Carriers utilizing net settlement procedures set forth in the CIBER Record are not required to submit a paper invoice and will make payments in accordance with such net settlement procedures.

5.2 If either Party is not utilizing the net settlement procedures set forth in the CIBER Record, payment for Wireless Service must be remitted to the Serving Carrier within 30 days ("Payment Due Date") after the Close of Billing.

5.3 Late Payments. Payment must be in the form of a check or wire transfer and be received by the payee by the Payment Due Date following the date of the invoice. Payments received later than the Payment Due Date shall be subject to a late charge of either one and a half percent (1.5%) of the outstanding balance for each thirty (30) day period (or portion thereof) that such payments are late or the highest percentage of the outstanding balance permitted by law, whichever is lower. The only exception to this requirement shall be late payments, which are delayed in forwarding through circumstances which are beyond the control of the Home Carrier and are agreed to by the Serving Carrier, which agreement shall not be unreasonably withheld.

5.4 Except as set forth in Section 5.5, each Party shall have three months from the end of a settlement period to make a claim for any disputed billed or paid amount pertaining to the provision of Wireless Service during that settlement period. If a Party fails to raise a claim within such three month period, then the Party shall be deemed to have waived such claim. Any refunds owing as a result of a properly raised claim in accordance with this Section shall be paid within sixty days of receipt of notice of the claim. If payment is not made within such time, the late fee set forth in Section 5.3 shall apply.

5.5 Notwithstanding the provisions of Section 5.4, and unless an undercharge has occurred as the result of fraud or other actions taken by the Home Carrier, a Serving Carrier shall not be allowed to make a claim for additional payments from a Home Carrier for any settlement period if the Serving Carrier undercharged the Home Carrier. An undercharge occurs when the rates charged by the Serving Carrier to the Home Carrier are less than the rates specified in Appendix II.

5.6 Claim Request. A request for credit must include the following information in order to be validated:

- Home Carrier Name
- Serving Carrier Name
- Date of Invoice
- Settlement Period
- Date of Wireless Usage
- Clearinghouse Process Date
- Batch Sequence Number
- Number of Records
- Amount of Requested Refund (Ex. Airtime, Toll and Other Charges)
- Reason for requested reimbursement (Ex. Unauthorized Roamer, Incomplete information, etc.)
- Desired settlement process, such as payment withheld or charge back.

VI. TERMINATION AND SUSPENSION OF AGREEMENT

6.1 This Agreement shall have a term commencing on the date first written above. The Agreement may be terminated by either Party at any time upon 90 days prior written notice.

6.2 In the event of a default or a change by state or federal licensing authorities banning or severely impairing the use of Roamer service by an Alltel Party or Blue Wireless Party, this Agreement may be terminated immediately upon written notice by Alltel to Blue Wireless or Blue Wireless to Alltel, respectively.

6.3 In the event that roaming becomes technically or administratively impracticable on any Party's Market(s) or if an unacceptable level of unauthorized use occurs, either Alltel or Blue Wireless may suspend service in those Markets affected by the impracticality by sending written notice to the other Party and, in such event, the Home Carrier may notify its customers of the suspension of service. In the event that such notice is deemed necessary, the Home Carrier shall consult with the Serving Carrier regarding the content of such notice and incorporate all reasonable suggestions made by the Serving Carrier with respect to such customer notice. In addition, the Serving Carrier, when communicating with the customers of the Home Carrier, will use an explanation for the suspension of service mutually agreed upon by Alltel and Blue Wireless.

6.4 The suspension or termination of this Agreement shall not affect the rights and liabilities of the Parties under this Agreement with respect to all Authorized Roamer charges incurred prior to the effective date of such termination or suspension.

VII. DEFAULT

A Party will be in default under this Agreement upon the occurrence of any of the following events:

(i) Breach of any material term of this Agreement, if such breach shall continue for thirty (30) days after receipt of written notice thereof;

(ii) Voluntary liquidation or dissolution;

(iii) A final order by the Federal Communications Commission ("FCC") revoking or denying renewal of the Wireless Service license or permit granted to such Party; or

(iv) Such Party (a) filing pursuant to a statute of the United States or of any state, a petition for bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee for all or a portion of such Party's property, (b) has filed against it, pursuant to a statute of the United States or of any state, a petition for bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee for all or a portion of such Party's property, provided that within sixty (60) days after the filing of any such petition such Party fails to obtain a discharge thereof, or (c) making an

assignment for the benefit of creditors or petitioning for, or voluntarily entering into, an arrangement of similar nature, and provided that such filing, petition, or appointment is still continuing.

VIII. SUCCESSORS AND ASSIGNS

Neither Party may sell, assign, transfer, or convey its interest in the Agreement or any of its rights or obligations hereunder without the written consent of the other Party, except that a Party may assign its rights and obligations hereunder to an assignee of its Wireless Service license shown in Appendix I or permit issued by the FCC, provided that such assignee expressly assumes, by written instrument approved by Alltel in the case of a Blue Wireless, and Blue Wireless in the case of an Alltel Party, all of the obligations of such Party hereunder and thereby becomes a party hereunder. No person other than a Party to this Agreement shall acquire any rights hereunder as a third-party beneficiary or otherwise by virtue of this Agreement.

IX. NO PARTNERSHIP OR AGENCY RELATIONSHIP IS CREATED

Nothing contained in the Agreement shall constitute the Parties as partners with one another or render any Party liable for any debts or obligations of any other Party, nor shall any Party hereby be constituted the agent of any other Party.

X. NOTICES AND AUTHORIZED REPRESENTATIVES

10.1 Unless otherwise specified in this Agreement:

- (i) All notices required under this Agreement shall be given in writing; and,
- (ii) All notices shall be either personally delivered, sent via facsimile upon machine confirmation of receipt, or dispatched by certified mail return receipt requested to the persons specified in this Agreement or to such other persons at such other addresses as either Alltel or Blue Wireless may designate by written notice to the other.

Unless otherwise specified herein notices should be sent to:

A. Alltel Communications, Inc.,
 Attn: Roaming Department
 1 Allied Drive
 Little Rock, AR 72202

CC: Corporate Legal (same address as above)

and

B. Blue Wireless,
 Attn: Brian Gelfand,
 4915 Auburn Ave Suite 200,
 Bethesda, MD 20814

CC: Corporate Legal (same address as above)

10.2 For the purposes of this Agreement, Alltel shall be the authorized representative of the Alltel Parties and Blue Wireless shall be the authorized representative of the Blue Wireless Parties.

XI. MISCELLANEOUS

11.1 The Parties agree to comply with, conform to, and abide by all applicable and valid laws, regulations, rules and orders of all governmental agencies and authorities, and agree that this Agreement is subject to such laws, regulations, rules and orders.

11.2 The Parties agree to use their respective good faith efforts to fulfill all of their obligations under this Agreement. The Parties recognize, however, that to effectuate all the purposes of this Agreement, it may be necessary either to enter into future agreements to amend this Agreement, or both. In that event, the Parties agree to negotiate with each other in good faith. In no event, however, are the Parties obligated to amend this Agreement and/or enter into other agreements if the efforts to negotiate in good faith do not result in such an amendment or other agreement that is satisfactory to both Parties.

11.3 This Agreement and the Technical Data Sheets as they may be amended from time to time constitutes the full and complete agreement of the Parties. If there is a difference between a provision in the Technical Data Sheet and Appendix II the provisions of Appendix II shall apply. Any prior agreements among the Parties with respect to this subject matter are hereby superseded. This Agreement may not be amended, except by the written consent of the Parties. Waiver of any breach of any provision of the Agreement must be in writing signed by Alltel in the case of a breach by Blue Wireless, or a Blue Wireless Party, or by Blue Wireless in the case of breach by Alltel or an Alltel Party, and such waiver shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision. The failure of a Party to insist upon strict performance of any provision of the Agreement or any obligation under this Agreement shall not be a waiver of such Party's right to demand strict compliance therewith in the future.

11.4 The headings in this Agreement are inserted for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.

11.5 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

11.6 Neither Party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the party affected ("Condition"). If any such

Condition occurs, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period), provided, however, that the party so affected shall use its best reasonable efforts to avoid or remove such Condition and both parties shall proceed immediately with the performance of their obligations under this Agreement whenever such causes are removed or cease.

11.7 The Parties agree that they will not Resell the other Party's wireless system under this Agreement.

11.8 The Parties make the following warranties and representations:

11.8.1 Alltel hereby represents and warrants that (a) it has been authorized by all necessary action by the Alltel Parties to enter into this Agreement on each such Party's behalf and to bind each such Party as if it were a signatory hereto, and (b) that Alltel itself has been authorized by all necessary action to enter into this Agreement.

11.8.2 Blue Wireless hereby represents and warrants that (a) it has been authorized by all necessary action by the Blue Wireless Parties to enter into this Agreement on each such Party's behalf and to bind each such Party hereto as if it were a signatory hereto, and (b) that Blue Wireless itself has been authorized by all necessary action to enter into this Agreement.

11.8.3 Alltel and Blue Wireless each hereby represent and warrant that (a) each of the Alltel Parties and each of the Blue Wireless Parties, respectively, is a Licensee or Permittee shown on the attached Appendix I serving the area(s) referred to therein and (b) only Licensees and Permittees shall be authorized Home Carriers hereunder.

11.9 Acquisition and Disposition of Markets, Licensees and Permittees.

11.9.1 Due to the divestiture of a Licensee or Permittee, Alltel or Blue Wireless may from time to time hereafter amend Appendix I of this Agreement to delete a Licensee or Permittee as an Alltel Party or a Blue Wireless Party, respectively, to this Agreement, upon written notice to the other.

11.9.2 Due to the acquisition of a new entity, Alltel or Blue Wireless may from time to time hereafter seek to amend Appendix I of this Agreement to make such new entity a Licensee or Permittee upon written notice to the other and with the written consent of the other Party, which consent will be at that Party's sole discretion.

11.9.3 Due to an acquisition of a Market by a Licensee or a Permittee, Alltel or Blue Wireless may from time to time hereafter seek to amend Appendix I of this

Agreement to add such Market as a listed Market of the Licensee or Permittee, respectively, upon written notice to the other and with the written consent of the other Party, which consent will be at that Party's sole discretion.

11.9.4 Nothing herein shall restrict either Party's right to sell, assign, or transfer a Market or a portion of a Market or a Licensee or a Permittee without any consent or restriction from the other Parties. Such sale, assignment or transfer will result in that Market's, Licensee's or Permittee's deletion from this Agreement unless the Market, Licensee, or Permittee is sold, assigned or transferred to another Licensee or Permittee that is a Party to this Agreement. Approved additions or deletions shall become effective between such additional Party or Parties and all the existing Parties hereto, less any such deleted Party or Parties, as of the date set forth in an agreed upon amended Appendix I provided with the notice.

11.10 Any prior agreements among the Parties, any Alltel Party, any Blue Wireless Party, or any combination thereof with respect to the subject matter covered herein are hereby terminated and superseded.

XII. CONFIDENTIALITY

Each Party acknowledges that while performing its obligations under this Agreement it may have access to Confidential Information of the other Party. The Party receiving such Confidential Information (the "Receiving Party") may use the Confidential Information only to perform its obligations under this Agreement. The Receiving Party must use at least the same care to avoid unauthorized use, including disclosure, loss or alteration of the disclosing Party's Confidential Information as it provides to protect its own similar confidential information, but in no event will the Receiving Party fail to use reasonable care under the circumstances to avoid any unauthorized use of the disclosing Party's Confidential Information. Upon the termination of this Agreement, or upon written request, the Receiving Party shall return or destroy, at the option of the disclosing Party, all Confidential Information of the disclosing Party. Notwithstanding anything else herein to the contrary, the following shall not be considered Confidential Information: information that is (i) rightfully known to the Receiving Party before negotiation leading up to the execution of this Agreement, (ii) independently developed by the Receiving Party without any reliance on the disclosing Party's Confidential Information, (iii) part of the public domain or is lawfully obtained by the Receiving Party from a third party not under an obligation of confidentiality, or (iv) required to be disclosed by law or legal process, so long as the Receiving Party uses reasonable efforts to cooperate with the disclosing Party in limiting disclosure. Each party agrees that the wrongful disclosure of Confidential Information may cause irreparable injury to that inadequately compensable in monetary damages. Accordingly, either Party may seek injunctive relief in any court of competent jurisdiction for the breach or threatened breach of this Section in addition to any other remedies at law or equity.

XIII. CHOICE OF LAW

This Agreement shall be construed in accordance with the laws of the State of New York without reference to its conflict of law provisions.

XIV. APPENDICIES

The following appendicies are hereby incorporated into and made a part of this Agreement:

- (i) Appendix I Market Listing
- (ii) Appendix II Special Terms and Conditions for Voice Roaming

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first above written.

Alltel Communications, Inc.

By: [Signature]
 Print: William J. Changose
 Title: VP Roaming
 Date: 3 Dec 07

Blue Wireless

By: [Signature]
 Print: E Durst
 Title: Sr. J.
 Date: 12/3/07

APPENDIX I**Alltel Market List****Licensee/Permittees**

Licensee	Coverage Area	State	Wireless
ALLTEL Wireless Holdings, LLC	Tampa, Lakeland MSAs	FL	00042
ALLTEL Communications of the Southwest Limited Partnership	Phoenix MSA	AZ	00053
ALLTEL Ohio Limited Partnership	Cleveland MSA	OH	00054
Radiofone, Inc.	New Orleans MSA	LA	00057
RCTC Wholesale Corporation	Richmond MSA	VA	00071
ALLTEL Communications, Inc.	Johnson City Kingsport Bristol MSA	TN	00074
ALLTEL Communications of the Southwest Limited Partnership	Albuquerque MSA	NM	00079
ALLTEL Communications, Inc.	Norfolk, Newport News MSAs	VA	00083
ALLTEL Communications, Inc.	Augusta MSA	GA	00084
Radiofone, Inc.	Baton Rouge MSA	LA	00085
ALLTEL Communications of the Southwest Limited Partnership	El Paso MSA	TX	00097
Raleigh-Durham MSA Limited Partnership	Fayetteville MSA	NC	00109
ALLTEL Communications, Inc.	Charlotte MSA	NC	00114
New York NewCo Subsidiary, Inc.	Greenville, SC MSA	SC	00118
ALLTEL Wireless of Alabama, Inc.	Mobile MSA	AL	00120
Youngstown-Warren MSA Limited Partnership	Youngstown MSA	OH	00126
Toledo MSA Limited Partnership	Toledo MSA	OH	00130
ALLTEL Communications, Inc.	Greensboro MSA	NC	00142
Raleigh-Durham MSA Limited Partnership	Raleigh/Durham MSA	NC	00144
ALLTEL Communications of Nebraska, Inc.	Omaha MSA	NE	00162
Charleston North Charleston MSA Limited Partnership	Charleston, SC MSA	SC	00156
ALLTEL Communications, Inc.	Oklahoma City	OK	00169
ALLTEL Communications, Inc.	Columbia MSA	SC	00182
ALLTEL Communications of Southern Michigan Cellular Limited Partnership	Lansing MSA	MI	00188
ALLTEL Communications, Inc.	Albany MSA	GA	00204
Jackson Cellular Telephone Co., Inc.	Jackson MSA	MS	00205
ALLTEL Cellular Associates of Arkansas Limited Partnership	Little Rock MSA	AR	00208
ALLTEL Wireless of Alexandria, LLC	Alexandria MSA	LA	00212
ALLTEL Communications of Saginaw MSA Limited Partnership	Saginaw-Bay City-Midland MSA	MI	00216
ALLTEL Communications of North Louisiana Cellular Limited Partnership	Shreveport MSA	LA	00220
Appleton-Oshkosh-Neenah MSA Limited Partnership	Appleton-Oshkosh-Neenah MSA	WI	00240
ALLTEL Communications of Southern Michigan Cellular Limited Partnership	Grand Rapids MSA, MI-8	MI	00244
Cellular One of Amarillo	Amarillo	TX	00249
ALLTEL Communications of Southern Michigan Cellular Limited Partnership	Bama Creek MSA	MI	00256
ALLTEL Communications of Southern Michigan Cellular Limited Partnership	Benton Harbor MSA	MI	00260
Cellular of Bixby, Inc.	Bixby MSA	MS	00261
WWC Holding Co., Inc.	Bismark	ND	00265
ALLTEL Communications of Virginia No. 1, Inc.	Charlottesville MSA	VA	00292
WWC Holding Co., Inc.	Casper RSA	WY	00301
ALLTEL Communications, Inc.	Columbus	GA	00302
ALLTEL Communications of Virginia No. 1, Inc.	Danville MSA	VA	00306

ALLTEL Communications, Inc.	Dothan MSA	AL	00312
Eau Claire Cellular Telephone Limited Partnership	Eau Claire MSA	WI	00318
Central Florida Cellular Telephone	Fort Pierce MSA	FL	00340
ALLTEL Communications, Inc.	Fort Smith MSA	AR	00342
ALLTEL Communications, Inc.	Ft. Walton Beach MSA	FL	00344
ALLTEL Communications, Inc.	Genesville MSA	FL	00348
ALLTEL Communications, Inc.	Florence MSA	SC	00350
ALLTEL Communications, Inc.	Hickory MSA	NC	00368
MobileTel, L.L.C.	Houma, LA MSA	LA	00370
WWC Holding Co, Inc.	Grand Forks	ND	00371
ALLTEL Communications of Southern Michigan Cellular Limited Partnership	Jackson MSA	MI	00374
ALLTEL Communications, Inc.	Jacksonville, NC MSA	NC	00378
ALLTEL Communications of Southern Michigan Cellular Limited Partnership	Kalamazoo MSA	MI	00388
ALLTEL Communications of Texas Limited Partnership	Killeen-Temple, Waco MSAs	TX	00392
ALLTEL Communications of LaCrosse Limited Partnership	La Crosse MSA	WI	00398
Toledo MSA Limited Partnership	Lima MSA	OH	00412
ALLTEL Communications of Nebraska, Inc.	Lincoln MSA	NE	00416
Tyler-Longview-Marshall MSA Limited Partnership	Tyler MSA	TX	00418
ALLTEL Communications of Virginia No. 1, Inc.	Lynchburg MSA	VA	00424
ALLTEL Communications, Inc.	Mansfield MSA	OH	00430
WWC Holding Co., Inc.	Lincoln	NE	00433
ALLTEL Communications of North Louisiana Cellular Limited Partnership	Monroe MSA, LA-2	LA	00440
ALLTEL Communications, Inc.	Montgomery MSA	AL	00444
ALLTEL Communications of Southern Michigan Cellular Limited Partnership	Muskegon MSA	MI	00448
WWC Texas RSA Limited Partnership	McAllen-Brownsville	TX	00451
ALLTEL Communications, Inc.	Panama City MSA	FL	00462
ALLTEL Communications of Pine Bluff, LLC	Pine Bluff MSA	AR	00478
ALLTEL Communications, Inc.	Pueblo	CO	00487
Petersburg Cellular Partnership	Petersburg MSA	VA	00491
Midwest Wireless	Rochester MSA	MN	00504
WWC License LLC	Rapid City, SD-7	SD	00511
ALLTEL Communications, Inc.	Savannah MSA	GA	00520
WWC Texas RSA Limited Partnership	San Angelo	TX	00528
ALLTEL Communications, Inc.	Tallahassee MSA	FL	00544
ALLTEL Communications, Inc.	Springfield MSA	MO	00548
ALLTEL Communications of Southwest Arkansas Cellular Limited Partnership	Texarkana MSA, AR-11	TX	00550
WWC License LLC	Sioux Falls	SD	00555
ALLTEL Communications, Inc.	Wilmington MSA	NC	00578
ALLTEL Communications, Inc.	AL-4	AL	01008
ALLTEL Wireless of Alabama, Inc.	AL-8	AL	01012
ALLTEL Communications of the Southwest Limited Partnership	AZ-2	AZ	01025
WWC License LLC	AZ-4	AZ	01028
ALLTEL Communications of the Southwest Limited Partnership	AZ-5	AZ	01031
Northwest Arkansas RSA Limited Partnership	AR-1B1	AR	01038
ALLTEL Communications of North Arkansas Cellular Limited Partnership	AR-2, 3	AR	01038
Northwest Arkansas RSA Limited Partnership	AR-8	AR	01050
ALLTEL Communications of the Southwest Arkansas Cellular Limited Partnership	AR-9	AR	01052
ALLTEL Communications of Arkansas RSA #12 Cellular Limited Partnership	AR-12	AR	01058
WWC License LLC	CA-8	CA	01068
ALLTEL Communications, Inc.	CO-8	CO	01093

ALLTEL Communications, Inc.	Litchfield County	CT	01101
ALLTEL Communications, Inc.	FL-9	FL	01124
ALLTEL Communications, Inc.	FL-10	FL	01126
ALLTEL Communications, Inc.	GA-7, GA-10	GA	01148
ALLTEL Communications, Inc.	GA-13	GA	01154
ALLTEL Communications, Inc.	McCaill	ID	01186
USCC Idaho Conversion	ID-6	ID	01173
First Cellular	Marion IL-8, IL-9	IL	01182
Midwest Wireless	IA-3	IA	01216
Midwest Wireless	IA-11	IA	01232
Midwest Wireless	IA-12	IA	01234
Midwest Wireless	IA-13	IA	01236
ALLTEL Kansas Limited Partnership	KS-RSAs	KS	01256
ALLTEL Communications, Inc.	Pittsburg	KS	01271
ALLTEL Communications of North Louisiana Cellular Limited Partnership	LA-1	LA	01204
ALLTEL Wireless of Michigan RSA #1 and #2, Inc.	MI-1, 2	MI	01332
ALLTEL Wireless of Michigan RSA #1 and #2, Inc.	MI-2	MI	01334
ALLTEL Communications of Michigan RSAs, Inc.	MI-3, MI-5	MI	01336
ALLTEL Communications of Michigan RSA #4, Inc.	MI-4	MI	01338
ALLTEL Communications of Michigan RSA #6 Cellular Limited Partnership	MI 6	MI	01342
Michigan RSA #9 Partnership	MI-9	MI	01348
Midwest Wireless	MN-7	MN	01384
Midwest Wireless	MN-8	MN	01398
Midwest Wireless	MN-9	MN	01388
Midwest Wireless	MN-10	MN	01370
Midwest Wireless	MN-11	MN	01372
ALLTEL Communications of Mississippi RSA #2, Inc.	MS-2	MS	01376
ALLTEL Communications of Mississippi RSA #6, Inc.	MS-6	MS	01383
ALLTEL Communications of Mississippi RSA #7, Inc.	MS-7	MS	01385
ALLTEL Communications, Inc.	MS-10, MS-11	MS	01383
ALLTEL Communications, Inc.	Chillicothe	MT	01400
WWC Holding Co, Inc.	MT-4, 7, 9, 10	MT	01441
ALLTEL Communications of Nebraska, Inc.	Nebraska RSAs	NE	01466
WWC License LLC	NV-1, 2, 4, 5	NV	01473
ALLTEL Communications of New Mexico, Inc.	NM-1	NM	01493
ALLTEL Communications of New Mexico, Inc.	NM-2	NM	01495
ALLTEL Communications of New Mexico, Inc.	NM-4	NM	01499
ALLTEL Communications of New Mexico, Inc.	NM-5	NM	01501
ALLTEL Communications, Inc.	NC-6	NC	01528
ALLTEL Communications, Inc.	NC-7	NC	01530
ALLTEL Communications, Inc.	NC-8	NC	01532
ALLTEL Communications, Inc.	NC-9	NC	01534
ALLTEL Communications, Inc.	NC-10	NC	01536
ALLTEL Communications, Inc.	NC-11	NC	01538
ALLTEL Communications, Inc.	NC-12	NC	01540
ALLTEL Communications, Inc.	NC-13	NC	01542
ALLTEL Communications, Inc.	NC-14	NC	01544
ALLTEL Communications, Inc.	NC-16	NC	01546
ALLTEL Communications of Ohio No. 9, Inc.	OH-1	OH	01569
Ohio RSA 2 Limited Partnership	OH-2B1	OH	01580

Ohio RSA 5 Limited Partnership	OH-6	OH	01506
Ohio RSA 6 Limited Partnership	OH-6	OH	01568
Menford Cellular Telephone Company	OH-9	OH	01574
ALLTEL Communications of Ohio No. 3, Inc	OH-11	OH	01578
WWC License LLC	OK-7	OK	01593
ALLTEL Communications, Inc.	SC-1	SC	01638
South Carolina RSA No. 2 Cellular General Partnership	SC-2	SC	01840
ALLTEL Communications, Inc.	Orangeburg	SC	01650
South Carolina RSA No. 8 Cellular General Partnership	SC-8	SC	01652
ALLTEL Communications, Inc.	Watertown	SD	01661
ALLTEL Communications, Inc.	TN-8	TN	01688
WWC Texas RSA Limited Partnership	TX-7	TX	01703
Texas RSA 118 Limited Partnership	TX-1182	TX	01712
ALLTEL Communications, Inc.	TX-16B1	TX	01720
WWC Holding Co, Inc.	UT-4	UT	01739
WWC Holding Co, Inc.	UT-6	UT	01741
ALLTEL Communications of Virginia No. 1, Inc.	VA-1	VA	01780
Virginia RSA 2 Limited Partnership	VA-2	VA	01752
Virginia RSA 2 Limited Partnership	Staunton	VA	01750
ALLTEL Communications of Virginia No. 1, Inc.	VA-8	VA	01763
ALLTEL Communications of Virginia No. 1, Inc.	VA-9	VA	01765
Wisconsin RSA #1 Partnership	WI-1	WI	01804
Wisconsin RSA #2 Partnership	WI-2	WI	01806
Wisconsin RSA #3 Limited Partnership	WI-3	WI	01808
Midwest Wireless	WI-5	WI	01812
Wisconsin RSA #8 Partnership	WI-8	WI	01814
Wisconsin RSA #7 Limited Partnership	WI-7	WI	01818
Wisconsin RSA #8 Limited Partnership	WI-8	WI	01818
WWC Holding Co, Inc.	WY-1	WY	01823
WWC Holding Co, Inc.	WY-2	WY	01823
Texas RSA 7B2 Limited Partnership	TX-7B2	TX	01868
ALLTEL Communications of Virginia No. 1, Inc.	VA-7B2	VA	01894
ALLTEL Communications, Inc.	TN-4B1	TN	01896
ALLTEL Communications, Inc.	West Point	GA	01902
ALLTEL Communications of Texas Limited Partnership	TX-10B2	TX	01916
ALLTEL Communications of Texas Limited Partnership	TX-10B4	TX	01920
ALLTEL Communications of Texas Limited Partnership	TX-9B3	TX	01934
ALLTEL Communications of North Louisiana Cellular Limited Partnership	LA-3	LA	01938
ALLTEL Communications of Virginia No. 1, Inc.	VA-4B2	VA	01966
ALLTEL Communications of the Southwest Limited Partnership	Tucson MSA	AZ	01989
ALLTEL Communications, Inc.	NC-2B2	NC	01992
ALLTEL Communications of Virginia No. 1, Inc.	VA-11B2	VA	02076
ALLTEL Communications, Inc.	NC-3B2	NC	02038
WWC Holding Co, Inc.	WY-3	WY	03076
ALLTEL Communications, Inc.	Myrtle Beach	SC	03226
Custer Telephone	ID-3	ID	03462
ALLTEL Communications, Inc.	Owensboro	KY	04110
ALLTEL Communications, Inc.	KY-1	KY	04226
Cellular One of Amarillo	Amarillo	TX	05288
ALLTEL Communications, Inc.	Jacksonville BTA	FL	05687

ALLTEL Communications, Inc.	Ocala MSA	FL	28128
Ohio RSA 2 Limited Partnership	OH-2	OH	28150
ALLTEL Communications of Michigan RSAs, Inc.	MI-4	MI	28180
Cellular Mobile Systems of Michigan RSA No. 7 Limited Partnership	MI-7	MI	28198
WWC Texas RSA Limited Partnership	TX-1	TX	28313
WWC Holding Co, Inc.	MT-1, 2, 3, 5, 6, 8	MT	28323
WWC License LLC	CA-7	CA	28393
USCC Idaho Conversion	ID-3	ID	28401
Waconsin RSA #8 Partnership	WI-8	WI	28472
ALLTEL Wireless of Mississippi RSA #5, LLC	MS-5	MS	28473
ALLTEL Communications, Inc.	Charleston, WV MSA	WV	30022
ALLTEL Communications, Inc.	Ashland/Huntington MSA	KY	30024
ALLTEL Communications, Inc.	Wheeling MSA	WV	30028
ALLTEL Communications, Inc.	Parkersburg-Marletta MSA	WV	30030
ALLTEL Communications, Inc.	Steubenville/Wierdon MSA	WV	30032
Raleigh-Durham MSA Limited Partnership	Burlington MSA	NC	30052
ALLTEL Communications of the Southwest Limited Partnership	Tucson MSA	AZ	30053
Midwest Wireless	IA-10	IA	30064
Las Cruces Cellular Telephone Company	Las Cruces MSA	NM	30097
ALLTEL Central Arkansas Cellular Limited Partnership	AR-10	AR	30212
South Carolina RSA No. 4 Cellular General Partnership	SC-4	SC	30228
South Carolina RSA No. 8 Cellular General Partnership	SC-8	SC	30230
South Carolina RSA No. 5 Cellular General Partnership	SC-5	SC	30232
South Carolina RSA No. 6 Cellular General Partnership	SC-6	SC	30234
South Carolina RSA No. 4 Cellular General Partnership	SC-4	SC	30236
Missouri RSA No. 16 Limited Partnership	MO-15	MO	30238
North Carolina RSA #15 Cellular Partnership	NC-15	NC	30240
ALLTEL Communications, Inc.	FL-7, FL-8	FL	30242
ALLTEL Communications, Inc.	AL-8	AL	30244
South Carolina RSA No. 9 Cellular General Partnership	SC-9	SC	30246
South Carolina RSA #3 Cellular General Partnership	SC-3	SC	30248
South Carolina RSA No. 7 Cellular General Partnership	SC-7	SC	30250
ALLTEL Communications, Inc.	MO-14	MO	30254
ALLTEL Communications, Inc.	GA-9B2	GA	30294
WWC Holding Co, Inc.	ID-2, OR-3	ID	30295
ALLTEL Communications, Inc.	GA-14	GA	30286
ALLTEL Communications, Inc.	Oklahoma City MSA, OK-3	OK	30288
ALLTEL Communications, Inc.	AL-7	AL	30288
ALLTEL Communications, Inc.	Houma, LA MSA	LA	30304
Midwest Wireless	IA-0	IA	30312
Midwest Wireless	IA-14	IA	30314
Cellular Mobile Systems of Michigan RSA No. 7 Limited Partnership	MI-7	MI	30324
WWC Texas RSA Limited Partnership	Midland-Odessa MSA	TX	30371
Georgia RSA #12 Cellular Partnership	GA-12	GA	30370
Georgia RSA #8 Cellular Partnership	GA-8	GA	30378
ALLTEL Communications, Inc.	GA-11	GA	30380
ALLTEL Communications, Inc.	MS-4	MS	30411
WWC Holding Co, Inc.	Casper	WY	30417
ALLTEL Communications, Inc.	Wichita MSA	KS	30424
ALLTEL Central Arkansas Cellular Limited Partnership	AR-4	AR	30432

WWC Holding Co, Inc	WY-4, 5	WY	30433
WWC Holding Co, Inc.	CO-4, 5, 7, 8, 9	CO	30435
WWC Holding Co, Inc.	MT-1, 5	MT	30437
ALLTEL Communications, Inc.	Wichita MSA	KS	30438
ALLTEL Wireless Holdings, LLC	Pensacola MSA	FL	30440
Fayetteville MSA Limited Partnership	Fayetteville MSA	AR	30444
WWC Holding Co, Inc.	ND-2, 3, 5	ND	30465
WWC Holding Co, Inc.	MN-1, 2	MN	30468
WWC Holding Co, Inc.	ND-1, 2, 4, 5	ND	30483
South Carolina RSA No. 7 Cellular General Partnership	SC-7	SC	30486
WWC Holding Co, Inc.	Great Falls MSA	MT	30489
North Carolina RSA #3 Cellular Partnership	NC-4/5	NC	30490
WWC License LLC	MO-0	MO	30491
Missouri RSA No. 2 Partnership	MO-2	MO	30492
Missouri RSA No. 4 Partnership	MO-4	MO	30494
ALLTEL Communications, Inc.	MO-8/MO-10	MO	30496
ALLTEL Central Arkansas Cellular Limited Partnership	AR-6	AR	30498
ALLTEL Central Arkansas Cellular Limited Partnership	AR-7	AR	30500
ALLTEL Central Arkansas Cellular Limited Partnership	AR-5	AR	30602
ALLTEL Communications, Inc.	MO-3	MO	30504
ALLTEL Communications, Inc.	MO-10	MO	30508
ALLTEL Wireless of North Louisiana, LLC	LA-4	LA	30524
ALLTEL Communications, Inc	FL-8	FL	30536
ALLTEL Communications, Inc.	Columbus MSA	GA	30538
Central Florida Cellular Telephone	Fort Pierce MSA	FL	30540
ALLTEL Communications, Inc.	NC-15	NC	30542
ALLTEL Communications, Inc.	NC-7B2	NC	30548
ALLTEL Communications, Inc.	Columbus MSA	GA	30550
Ohio RSA 5 Limited Partnership	OH-5	OH	30580
Ohio RSA 8 Limited Partnership	OH-8	OH	30586
ALLTEL Communications, Inc.	AL-8	AL	30598
ALLTEL Communications of Ohio No. 3, Inc.	WV-6	WV	30606
ALLTEL Communications of Ohio No. 3, Inc.	OH-10	OH	30608
ALLTEL Communications of Ohio No. 3, Inc.	OH-7	OH	30610
Tyler-Longview-Marshall MSA Limited Partnership	Longview-Marshall MSA	TX	30614
Tyler-Longview-Marshall MSA Limited Partnership	Longview-Marshall MSA	TX	30616
New York NewCo Subsidiary, Inc.	Anderson MSA	SC	30624
ALLTEL Communications, Inc.	AL-8	AL	30630
ALLTEL Communications, Inc.	FL-4	FL	30632
WWC Texas RSA Limited Partnership	TX-4, 5	TX	30633
ALLTEL Communications, Inc.	AL-5	AL	30634
ALLTEL Communications, Inc.	Gainsville	TX	30635
ALLTEL Northern Arkansas RSA Limited Partnership	AR-1B2	AR	30646
Fayetteville MSA Limited Partnership	OK-4	OK	30652
USCC Idaho Conversion	ID-5	ID	30661
WWC Texas RSA Limited Partnership	Abilene	TX	30663
WWC License LLC	Lincoln	NE	30665
ALLTEL Communications, Inc.	NC-8	NC	30666
ALLTEL Communications, Inc.	Owensboro	KY	30672
ALLTEL Communications, Inc.	KY-1	KY	30578

ALLTEL Wireless Holdings, LLC	Benevento, Brandon MSA	FL	30880
ALLTEL Wireless Holdings, LLC	Fort Myers MSA	FL	30882
New York NewCo Subsidiary, Inc	FL-1	FL	30684
ALLTEL Wireless Holdings, LLC	FL-2	FL	30688
ALLTEL Wireless Holdings, LLC	FL-3	FL	30688
ALLTEL Wireless Holdings, LLC	FL-4	FL	30680
Minford Cellular Telephone Company	OH-9	OH	30704
ALLTEL Communications of Virginia No. 1, Inc.	VA-6B2	VA	30708
WWC Holding Co, Inc.	Pueblo	CO	30709
ALLTEL Communications, Inc.	FL-10	FL	30710
ALLTEL Communications, Inc.	FL-8	FL	30720
ALLTEL Ohio Limited Partnership	Akron, Canton MSAs	OH	30728
WWC Holding Co, Inc.	UT-6 (Partition)	UT	30728
New York NewCo Subsidiary, Inc.	OH-2B2	OH	30732
OK1-WWC License LLC, TX2-WWC Texas RSA Limited Partnership	TX-2	TX	30733
Ohio RSA #3 Limited Partnership	OH-3	OH	30734
ALLTEL Communications of the Southwest Limited Partnership	AZ-6	AZ	30739
Georgia RSA #8 Cellular Partnership	CA-8	CA	30748
ALLTEL Communications of the Southwest Limited Partnership	AZ-5	AZ	30741
WWC Holding Co, Inc.	Billings	MT	30745
WWC Holding Co, Inc.	UT-3	UT	30749
ALLTEL Wireless of Michigan RSA #1 and #2, Inc.	MI-1	MI	30752
WWC Holding Co, Inc.	UT-6 (Partition)	UT	30759
WWC Holding Co, Inc.	UT-6 (Partition)	UT	30761
Midwest Wireless	Owatona	MN	30774
ALLTEL Wireless of Michigan RSA #1 and #2, Inc.	MI-1	MI	30788
ALLTEL Communications, Inc.	NC-11	NC	30790
ALLTEL Wireless of Michigan RSA #1 and #2, Inc.	MI-1	MI	30802
WWC License LLC	SD-4	SD	30805
WWC License LLC	SD-7, 8	SD	30807
WWC License LLC	SD-7, 8	SD	30809
WWC License LLC	Sioux City	IA	30811
ALLTEL Communications, Inc.	FL-9	FL	30820
Ohio RSA 6 Limited Partnership	OH-5	OH	30824
WWC License LLC	NV-4	NV	30833
WWC License LLC	NM-2, 5	NM	30847
ALLTEL Communications, Inc.	Panama City MSA	FL	30888
Oklahoma RSA No. 4 South Partnership	OK-4	OK	30810
Arkansas RSA #2 (Searcy County) Cellular Limited Partnership	AR-2 (Searcy County)	AR	30924
WWC License LLC	IA-8	IA	30941
Midwest Wireless	Manominie	WI	30944
Wisconsin RSA #6 Partnership	WI 8	WI	30948
WWC Texas RSA Limited Partnership	TX-3, 8	TX	30985
WWC License LLC	SD-1, 2, 5, 6, 8	SD	30987
WWC Texas RSA Limited Partnership	Lubbock	TX	30988
Midwest Wireless	IA-10	IA	31000
ALLTEL Communications, Inc.	NC-10	NC	31014
ALLTEL Communications, Inc.	NC-4B3	NC	31018
WWC License LLC	SD-3	SD	31025
ALLTEL Communications, Inc.	AZ-8	AZ	31053

Midwest Wireless	IA	IA	31054
Midwest Wireless	WI-6	WI	31058
WWC Texas RSA Limited Partnership	TX-12, 13, 14	TX	31063
WWC Holding Co, Inc.	Fargo-Moorehead	ND	31065
ALLTEL Ohio Limited Partnership	Lorain MSA	OH	31062
WWC Texas RSA Limited Partnership	Amarillo	TX	43767
WWC License LLC	Clovis BTA	NM	43769
MobileTel, L.L.C.	LA-6	LA	43774
ALLTEL Communications, Inc.	Jacksonville BTA	FL	43810
WWC Texas RSA Limited Partnership	TX-6	TX	43867
WWC Texas RSA Limited Partnership	TX-14	TX	43868
WWC License LLC	Liberal BTA	KS	43880
ALLTEL Communications, Inc.	Billings BTA	MT	43892
WWC License LLC	OK-8	OK	43894
Midwest Wireless	WI-6	WI	60004
Custer Telephone	ID-3	ID	60019
Wisconsin RSA #3 Limited Partnership	WI-3	WI	60054
Cellular One of Amarillo	Amarillo	TX	60099
Wisconsin RSA #2 Partnership	WI-2	WI	60108
WWC Texas RSA Limited Partnership	TX-8	TX	60109
Wisconsin RSA #8 Limited Partnership	WI-8	WI	60110
WWC Holding Co, Inc.	ND-3, 5	ND	60120
ALLTEL Communications of the Southwest Limited Partnership	El Paso MSA	TX	60133
Las Cruces Cellular Telephone Company	Las Cruces MSA	NM	60136
ALLTEL Communications of New Mexico, Inc.	NM-5	NM	60137
ALLTEL Communications of the Southwest Limited Partnership	Tucson MSA	AZ	60139
ALLTEL Communications of the Southwest Limited Partnership	Tucson MSA	AZ	60141
Petersburg Cellular Partnership	Petersburg MSA	VA	60143
ALLTEL Communications of the Southwest Limited Partnership	Phoenix MSA	AZ	60145
RCTC Wholesale Corporation	Richmond MSA	VA	60147
ALLTEL Communications of the Southwest Limited Partnership	Albuquerque MSA	NM	60149
ALLTEL Communications, Inc.	Norfolk, Newport News MSAs	VA	60151
ALLTEL Communications, Inc.	CO-8	CO	60157
ALLTEL Communications of the Southwest Limited Partnership	AZ-2	AZ	60169
ALLTEL Communications of the Southwest Limited Partnership	AZ-5	AZ	60161
ALLTEL Communications of New Mexico, Inc.	NM-1	NM	60163
ALLTEL Communications of New Mexico, Inc.	NM-2	NM	60165
ALLTEL Communications of New Mexico, Inc.	NM-4	NM	60167
ALLTEL Communications of Virginia No. 1, Inc.	VA-8	VA	60169
ALLTEL Communications of Virginia No. 1, Inc.	VA-9	VA	60171
ALLTEL Communications of the Southwest Limited Partnership	AZ-5	AZ	60176
ALLTEL Communications of the Southwest Limited Partnership	AZ-5	AZ	60177
Radiophone, Inc.	New Orleans MSA	LA	60179
Radiophone, Inc.	Baton Rouge MSA	LA	60181
Pascagoula Cellular Partnership	Pascagoula MSA	MS	60183
Tyler-Longview-Marshall MSA Limited Partnership	Tyler MSA	TX	60218
Texas RSA 7B2 Limited Partnership	TX-7B2	TX	60220
Texas RSA 11B Limited Partnership	TX-11B2	TX	60228
New York NewCo Subsidiary, Inc.	Anderson MSA	SC	60220
WWC Holding Co, Inc.	Bismark	ND	60234

ALLTEL Communications, Inc	AZ-6	AZ	60241
WWC Holding Co, Inc.	Grand Forks	ND	60243
WWC Texas RSA Limited Partnership	McAllen-Brownsville	TX	60245
WWC License LLC	Rapid City, SD-7	SD	60247
WWC Texas RSA Limited Partnership	San Angelo	TX	60249
WWC License LLC	Sicou Falls	SD	60261
WWC License LLC	AZ-4	AZ	60252
WWC Texas RSA Limited Partnership	CA-8	CA	60265
ALLTEL Communications, Inc.	TX-6	TX	60257
ALLTEL Communications, Inc.	CT-1	CT	60259
ALLTEL Communications, Inc.	Sherman-Denison MSA	TX	60281
ALLTEL Communications, Inc.	CT-1	CT	60283
ALLTEL Communications, Inc.	MS-4	MS	60287
WWC Texas RSA Limited Partnership	TX-8	TX	60271
ALLTEL Communications, Inc.	Sherman Denison MSA	TX	60275
ALLTEL Communications, Inc.	Oklahoma City MSA, OK-3	OK	60279
WWC Holding Co, Inc.	UT-6	UT	60283
WWC Holding Co, Inc.	WY-1	WY	60267
WWC Holding Co, Inc.	WY-2	WY	60291
WWC Holding Co, Inc.	WY-3	WY	60295
WWC Texas RSA Limited Partnership	TX-1	TX	60209
WWC Holding Co, Inc.	MT-1, 2, 3, 6, 8, 9	MT	60303
WWC License LLC	CA-7	CA	60311
WWC Holding Co, Inc.	ID-2, OR-3	ID	60319
WWC Texas RSA Limited Partnership	Midland-Odessa MSA	TX	60323
WWC Holding Co, Inc.	Casper	WY	60327
WWC Holding Co, Inc.	WY-4, 5	WY	60331
WWC Holding Co, Inc.	CO-4, 5, 7, 8, 9	CO	60335
WWC Holding Co, Inc.	MT-1, 5	MT	60339
WWC Holding Co, Inc.	ND-2, 3, 6	ND	60343
ALLTEL Wireless Holdings, LLC	Tampa, Lakeland MSAs	FL	60344
WWC Holding Co, Inc.	MN-1, 2	MN	60347
ALLTEL Wireless of Alabama, Inc	Mobile MSA	AL	60350
WWC Holding Co, Inc.	ND-1, 2, 4, 5	ND	60351
ALLTEL Communications of Virginia No. 1, Inc.	Charlottesville MSA	VA	60352
ALLTEL Communications of Virginia No. 1, Inc.	Danville MSA	VA	60364
WWC Holding Co, Inc.	Great Falls MSA	MT	60355
WWC License LLC	MO-8	MO	60359
ALLTEL Communications of Texas Limited Partnership	Killeen-Temple, Waco MSAs	TX	60360
ALLTEL Communications of Virginia No. 1, Inc.	Lynchburg MSA	VA	60362
WWC Texas RSA Limited Partnership	TX-4, 6	TX	60363
ALLTEL Communications, Inc.	Wilmington MSA	NC	60366
WWC Texas RSA Limited Partnership	Ablene	TX	60367
ALLTEL Communications, Inc.	NC-7	NC	60368
WWC License LLC	Lincoln	NE	60371
WWC Holding Co, Inc.	Pueblo	CO	60375
WWC Holding Co, Inc.	UT-6 (Partition)	UT	60379
OK1-WWC License LLC, TX2-WWC Texas RSA Limited Partnership	TX-2	TX	60383
WWC Holding Co, Inc.	Billings	MT	60397
WWC Holding Co, Inc.	UT-3	UT	60390

WWC Holding Co, Inc	UT-8 (Partition)	UT	60302
WWC Holding Co, Inc.	UT-8 (Partition)	UT	60394
WWC License LLC	SD-4	SD	60398
WWC License LLC	SD-7, 8	SD	60398
WWC License LLC	SD-7, 9	SD	60401
WWC License LLC	Sioux City	IA	60405
WWC License LLC	NV-4	NV	60409
WWC License LLC	NM-2, 6	NM	60413
Tyler-Longview-Marshall MSA Limited Partnership	Longview-Marshall MSA	TX	60414
Tyler-Longview-Marshall MSA Limited Partnership	Longview-Marshall MSA	TX	60416
WWC License LLC	IA-8	IA	60417
ALLTEL Wireless Holdings, LLC	Gawwote, Brandenton MSAs	FL	60420
WWC Texas RSA Limited Partnership	TX-3, 8	TX	60421
ALLTEL Wireless Holdings, LLC	Fort Myers MSA	FL	60422
New York NewCo Subsidiary, Inc.	FL-1	FL	60424
WWC License LLC	SD-1, 2, 6, 8, 9	SD	60425
ALLTEL Wireless Holdings, LLC	FL-2	FL	60426
ALLTEL Wireless Holdings, LLC	FL-3	FL	60428
WWC Texas RSA Limited Partnership	Lubbock	TX	60429
ALLTEL Wireless Holdings, LLC	FL-4	FL	60430
ALLTEL Communications of Virginia No. 1, Inc.	VA-8B2	VA	60432
WWC License LLC	SD-3	SD	60433
WWC Texas RSA Limited Partnership	TX-12, 13, 14	TX	60437
WWC Holding Co, Inc.	Fargo-Moorehead	ND	60441
ALLTEL Communications, Inc.	AL-5	AL	60450
Fayetteville MSA Limited Partnership	OK-4	OK	60452
WWC Texas RSA Limited Partnership	Amarillo	TX	60463
ALLTEL Communications, Inc.	FL-10	FL	60458
WWC License LLC	Clovie BTA	NM	60457
ALLTEL Communications, Inc.	FL-8	FL	60468
WWC Texas RSA Limited Partnership	TX-6	TX	60461
ALLTEL Communications, Inc.	FL-9	FL	60462
ALLTEL Communications, Inc.	Panama City MSA	FL	60464
WWC Texas RSA Limited Partnership	TX-14	TX	60465
Oklahoma RSA No. 4 South Partnership	OK-4	OK	60468
WWC License LLC	OK-8	OK	60469
Arkansas RSA #2 (Searcy County) Cellular Limited Partnership	AR-2 (Searcy County)	AR	60470
ALLTEL Communications, Inc.	NC-4B3	NC	60472
WWC Texas RSA Limited Partnership	TX-8	TX	60473
ALLTEL Communications, Inc.	Augusta MSA	GA	60474
ALLTEL Communications, Inc.	Charlotte MSA	NC	60476
WWC Holding Co, Inc.	ND-3, 5	ND	60477
ALLTEL Communications, Inc.	Albany MSA	GA	60480
ALLTEL Cellular Associates of Arkansas Limited Partnership	Little Rock MSA	AR	60482
ALLTEL Communications, Inc.	Fort Smith MSA	AR	60484
ALLTEL Communications, Inc.	Springfield MSA	MO	60486
Northwest Arkansas RSA Limited Partnership	AR-1B1	AR	60488
WWC License LLC	OK4	OK	60491
Northwest Arkansas RSA Limited Partnership	AR-8	AR	60500
First Cellular	Marion IL-8, IL-9	IL	60501

ALLTEL Central Arkansas Cellular Limited Partnership	AR-10	AR	60502
Fayetteville MSA Limited Partnership	Fayetteville MSA	AR	60504
Missouri RSA No. 2 Partnership	MO-2	MO	60506
Virginia RSA 2 Limited Partnership	Staunton	VA	60507
ALLTEL Central Arkansas Cellular Limited Partnership	AR-6	AR	60508
Alltel Communications	RSA 1	NE	60509
ALLTEL Central Arkansas Cellular Limited Partnership	AR-7	AR	60510
ALLTEL Communications, Inc.	MO-3	MO	60512
ALLTEL Northern Arkansas RSA Limited Partnership	AR-1B2	AR	60514
ALLTEL Communications of Nebraska, Inc	Omaha MSA	NE	60516
ALLTEL Communications, Inc.	Dothan MSA	AL	60518
ALLTEL Communications, Inc.	Ft. Walton Beach MSA	FL	60520
ALLTEL Communications, Inc.	Gainesville MSA	FL	60522
ALLTEL Communications of Nebraska, Inc	Lincoln MSA	NE	60524
ALLTEL Communications, Inc.	Montgomery MSA	AL	60526
ALLTEL Communications, Inc.	Panama City MSA	FL	60528
ALLTEL Communications, Inc.	Savannah MSA	GA	60530
ALLTEL Communications, Inc.	Tallahassee MSA	FL	60532
ALLTEL Communications, Inc.	AL-4	AL	60534
ALLTEL Communications of the Southwest Arkansas Cellular Limited Partnership	AR-9	AR	60536
ALLTEL Wireless of Alabama, Inc	AL-6	AL	60538
ALLTEL Communications, Inc.	FL-9	FL	60540
ALLTEL Communications, Inc.	FL-10	FL	60542
ALLTEL Communications, Inc.	GA-7, GA-10	GA	60546
ALLTEL Communications, Inc.	GA-13	GA	60548
ALLTEL Kansas Limited Partnership	KS-RSAs	KS	60550
ALLTEL Communications of Nebraska, Inc.	Nebraska RSAs	NE	60552
ALLTEL Communications, Inc.	Ocala MSA	FL	60554
Missouri RSA No. 15 Limited Partnership	MO-15	MO	60558
North Carolina RSA #15 Cellular Partnership	NC-15	NC	60560
ALLTEL Communications, Inc.	FL-7, FL-8	FL	60560
ALLTEL Communications, Inc.	AL-6	AL	60562
South Carolina RSA No. 9 Cellular General Partnership	SC-9	SC	60564
South Carolina RSA #3 Cellular General Partnership	SC-3	SC	60566
ALLTEL Communications, Inc.	MO-14	MO	60570
ALLTEL Communications, Inc.	GA-9B2	GA	60572
ALLTEL Communications, Inc.	GA-14	GA	60574
ALLTEL Communications, Inc.	AL-7	AL	60576
Georgia RSA #12 Cellular Partnership	GA-12	GA	60578
Georgia RSA #8 Cellular Partnership	GA-8	GA	60580
ALLTEL Communications, Inc.	GA-11	GA	60682
ALLTEL Central Arkansas Cellular Limited Partnership	AR-4	AR	60584
North Carolina RSA #5 Cellular Partnership	NC-4/5	NC	60588
Jackson Cellular Telephone Co., Inc.	Jackson MSA	MS	60588
Central Florida Cellular Telephone	Fort Pierce MSA	FL	60590
Celutel of Biloxi, Inc.	Biloxi MSA	MS	60601
ALLTEL Wireless of Mississippi RSA #6, LLC	MS-5	MS	60693
ALLTEL Communications of Mississippi RSA #2, Inc.	MS-2	MS	60595
ALLTEL Communications of Mississippi RSA #0, Inc.	MS-6	MS	60597
Appleton Oshkosh-Neenah MSA Limited Partnership	Appleton-Oshkosh-Neenah MSA	WI	60588

ALLTEL Communications of Mississippi RSA #7, Inc.	MS-7	MS	60699
ALLTEL Communications of Southern Michigan Cellular Limited Partnership Pascagoula Cellular Partnership	Grand Rapids MSA, MI-8 Pascagoula MSA	MI MS	60800 60801
ALLTEL Communications of Southern Michigan Cellular Limited Partnership ALLTEL Communications, Inc.	Barton Harbor MSA MS-11	MI MS	60802 60803
ALLTEL Communications of Southern Michigan Cellular Limited Partnership Eau Claire Cellular Telephone Limited Partnership	Battle Creek MSA Eau Claire MSA	MI WI	60804 60806
ALLTEL Communications, Inc.	MS-11	MS	60807
ALLTEL Communications of Southern Michigan Cellular Limited Partnership	Jackson MSA	MI	60808
ALLTEL Communications of Southern Michigan Cellular Limited Partnership	Kalamazoo MSA	MI	60810
ALLTEL Communications of LaCrosse Limited Partnership	La Crosse MSA	WI	60812
ALLTEL Communications of North Louisiana Cellular Limited Partnership	Monroe MSA, LA-2	LA	60814
ALLTEL Communications of Southern Michigan Cellular Limited Partnership	Muskegon MSA	MI	60816
ALLTEL Communications of North Louisiana Cellular Limited Partnership	Shreveport MSA	LA	60820
ALLTEL Wireless of North Louisiana, LLC	LA-4	LA	60822
Cellular Mobile Systems of Michigan RSA No. 7 Limited Partnership	MI-7	MI	60824
ALLTEL Wireless of Alexandria, LLC	Alexandria MSA	LA	60828
WWG Holding Co, Inc.	MT-4, 7, 8, 10	MT	60829
ALLTEL Communications of Southern Michigan Cellular Limited Partnership WWG License LLC	Lansing MSA NV-1, 2, 4, 6	MI NV	60830 60832
ALLTEL Communications of North Louisiana Cellular Limited Partnership	LA-3	LA	60834
Wisconsin RSA #8 Limited Partnership	WI-8	WI	60836
Wisconsin RSA #7 Limited Partnership	WI-7	WI	60838
Wisconsin RSA #6 Partnership	WI-6	WI	60840
Wisconsin RSA #2 Partnership	WI-2	WI	60842
Wisconsin RSA #2 Partnership	WI-2	WI	60842
Wisconsin RSA #1 Partnership	WI-1	WI	60844
Michigan RSA #9 Partnership	MI-9	MI	60850
ALLTEL Communications of Michigan RSA #9 Cellular Limited Partnership	MI-9	MI	60852
ALLTEL Communications of Michigan RSA #4, Inc.	MI-4	MI	60854
ALLTEL Communications of Michigan RSAs, Inc.	MI-3, MI-5	MI	60856
ALLTEL Communications of Saginaw MSA Limited Partnership	Saginaw-Bay City-Midland MSA	MI	60858
Missouri RSA No. 4 Partnership	MO-4	MO	60860
ALLTEL Communications, Inc.	MO-9/MO-10	MO	60862
ALLTEL Central Arkansas Cellular Limited Partnership	AR-5	AR	60864
ALLTEL Communications, Inc.	MO-16	MO	60866
ALLTEL Communications, Inc.	FL-8	FL	60868
ALLTEL Communications, Inc.	FL-4	FL	60870
ALLTEL Communications, Inc.	TX-15B1	TX	60876
ALLTEL Communications of Virginia No. 1, Inc.	VA-7B2	VA	60880
ALLTEL Communications of Texas Limited Partnership	TX-10B2	TX	60884
ALLTEL Communications of Texas Limited Partnership	TX-10B4	TX	60888
ALLTEL Communications of Texas Limited Partnership	TX-0B3	TX	60888
ALLTEL Communications of Virginia No. 1, Inc.	VA-4B2	VA	60890
ALLTEL Communications of Virginia No. 1, Inc.	VA-11B2	VA	60894
WWG License LLC	OK-7	OK	60898
South Carolina RSA No. 7 Cellular General Partnership	SC-7	SC	60712
South Carolina RSA No. 7 Cellular General Partnership	SC-7	SC	60714
Georgia RSA #8 Cellular Partnership	GA-8	GA	60716
ALLTEL Communications, Inc.	Columbia MSA	SC	60718

ALLTEL Wireless Holdings, LLC	Pensacola MSA	FL	60720
ALLTEL Communications, Inc.	MS-10, MS-11	MS	60733
Wisconsin RSA #3 Limited Partnership	WI-3	WI	60752
WWC Texas RSA Limited Partnership	TX-7	TX	60764
ALLTEL Wireless of Michigan RSA #1 and #2, Inc.	MI-1, 2	MI	60810
ALLTEL Wireless of Michigan RSA #1 and #2, Inc.	MI-2	MI	60810
ALLTEL Communications of North Louisiana Cellular Limited Partnership	LA-1	LA	60812
ALLTEL Communications of Arkansas RSA #12 Cellular Limited Partnership	AR-12	AR	60814
ALLTEL Communications of North Arkansas Cellular Limited Partnership	AR-2, 3	AR	60816
ALLTEL Communications of Southwest Arkansas Cellular Limited Partnership	TexasArkana MSA, AR-11	TX	60816
ALLTEL Communications of Pine Bluff, LLC	Pine Bluff MSA	AR	60820
WWC Holding Co, Inc	UT-4	UT	60822
ALLTEL Communications, Inc.	Houma, LA MSA	LA	60824
ALLTEL Communications, Inc.	MN-11	MN	60913
USCC Idaho Conversion	ID-5	ID	60933
USCC Idaho Conversion	ID-6	ID	60936
USCC Idaho Conversion	ID-3	ID	60939
ALLTEL Communications	Nebraska RSAs (3 & 5)	NE	61024
ALLTEL Communications	Socorro	NM	30267
ALLTEL Communications	Sierra	NM	30863

Alltel Managed SIDs not Included in Agreement:

Wilkes Cellular, Inc.	Metasville	GA	01922
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APPENDIX I

Blue Wireless Market List

Buffalo Lake Erie Wireless Co. LLC SID: 5358

- Buffalo, NY
- Niagara Falls, NY
- Erie, PA
- Jamestown, NY
- Olcan, NY
- Elmira, NY
- Ithaca, NY
- Binghamton, NY
- Scranton / Wilkes-Barre, PA
- Watertown, NY

CERTIFICATE OF SERVICE

I, Deborah N. Lunt, a secretary with the law firm of Fletcher, Heald & Hildreth, PLC, hereby state that true copies of the foregoing Reply to Joint Opposition was sent by first class mail, postage prepaid (unless otherwise noted), this 24th day of April 2013, to the following:

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