UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	Civil No.: 1:99CV01119 (EGS)
	)	
v.	)	
	)	
BELL ATLANTIC CORPORATION,	)	
GTE CORPORATION,	)	
and VODAFONE AIRTOUCH PLC,	)	
	)	
Defendants.	)	
	)	

FILED
DEC 30 2008
NANCY MAYER WHITTINGTON, CLERK
U.S. DISTRICT COURT

MODIFIED FINAL JUDGMENT

WHEREAS, plaintiff, United States of America, filed its Motion for Leave to File Supplemental Complaint on December 6, 1999;

AND WHEREAS, a Final Judgment was entered on April 18, 2000 and all divestitures required under the Final Judgment were made;

AND WHEREAS, plaintiff, United States of America, and defendants, GTE Corporation, Vodafone Airtouch Plc, and Bell Atlantic Corporation, which has changed its name to Verizon Communications, Inc., have filed a Joint Motion to Modify Final Judgment on October 30, 2008 in order to allow Verizon to acquire Alltel Corporation, who acquired some of the assets divested pursuant to the Final Judgment;

AND WHEREAS, plaintiff and defendants, by their respective attorneys, have consented

to the entry of this Modified Final Judgment without trial or adjudication on any issue of fact or law;

AND WHEREAS, entry of this Modified Final Judgment does not constitute any evidence against or an admission by any party with respect to any issue of law or fact;

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

AND WHEREAS, plaintiff the United States believes that entry of this Modified Final Judgment is necessary to protect competition in markets for mobile wireless telecommunications services in New Mexico, Ohio and South Carolina;

AND WHEREAS, the essence of this Modified Final Judgment is prompt and certain divestiture of certain wireless businesses that would otherwise be commonly owned and in many cases controlled, including their licenses and all relevant assets of the wireless businesses, and the imposition of related injunctive relief to ensure that competition is not substantially lessened;

AND WHEREAS, plaintiff the United States requires that defendants make certain divestitures of such licenses and assets for the purpose of ensuring that competition is not substantially lessened in any relevant market for mobile wireless telecommunications services in New Mexico, Ohio and South Carolina;

AND WHEREAS, defendants have represented to plaintiff that the divestitures ordered herein can and will be made and that defendants will not raise any claims of hardship or difficulty as grounds for asking the Court to modify any of the divestiture provisions contained herein below;

THEREFORE, before the taking of any testimony, and without trial or adjudication of

any issue of fact or law herein, and upon consent of the parties hereto, it is hereby ORDERED, ADJUDGED and DECREED:

I

Jurisdiction

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

II

Definitions

A. "Bell Atlantic" means Bell Atlantic Corporation, a corporation with its headquarters in New York City, New York and includes its successors and assigns, its subsidiaries and affiliates, and the directors, officers, managers, agents and employees acting for or on behalf of any of the foregoing entities.

B. "Bell Atlantic/GTE Merger" means the merger of Bell Atlantic and GTE, as detailed in the Agreement and Plan of Merger entered into by Bell Atlantic and GTE on July 28, 1998.

C. "Bell Atlantic/Vodafone Partnership" means the partnership between Bell Atlantic and Vodafone as detailed in the U.S. Wireless Alliance Agreement among Bell Atlantic Corporation and Vodafone AirTouch Plc dated September 21, 1999.

D. "GTE" means GTE Corporation, a corporation with its headquarters in Irving, Texas and includes its successors and assigns, its subsidiaries and affiliates, and the directors, officers, managers, agents and employees acting for or on behalf of any of the foregoing entities.

E. "Overlapping Wireless Markets" means the following Metropolitan Statistical Areas ("MSA"), Major Trading Areas ("MTA"), and Rural Service Areas ("RSA") used to define cellular and PCS license areas by the Federal Communications Commission ("FCC"), in which, as of the date of the filing of the Motion for Leave to File Supplemental Complaint in this case, Bell Atlantic and GTE held an interest in cellular and PCS businesses, and Vodafone held, or has plans to acquire,[1] an ownership interest in cellular and PCS businesses which serve the following MTAs, MSAs and RSAs that geographically overlap with the cellular and/or PCS business of another defendant, as indicated:

I. Cellular/Cellular Overlap Areas

A. Bell Atlantic Cellular/Vodafone Cellular Overlap Areas
   1. Arizona
      a. Phoenix MSA
      b. Tucson MSA
      c. Arizona 2- Coconino RSA
   2. New Mexico
      a. Albuquerque MSA

B. Bell Atlantic Cellular/GTE Cellular Overlap Areas
   1. New Mexico
      a. Las Cruces MSA
   2. South Carolina
      a. Greenville MSA
      b. Anderson MSA
   3. Texas
      a. El Paso MSA

C. GTE Cellular/Vodafone Cellular Overlap Areas
   1. California
      a. Salinas-Monterey-Seaside MSA
      b. San Diego MSA

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[1] Pursuant to a July 18, 1999 purchase agreement, Vodafone plans to acquire interests in cellular businesses from CommNet Cellular Inc. ("CommNet") that overlap with GTE's PCS business in the following RSAs: Idaho 2- Idaho RSA; Montana 1- Lincoln RSA.

c. San Francisco MSA
d. San Jose MSA
e. Santa Rosa-Petaluma MSA
f. Vallejo-Napa-Fairfield MSA

2. Ohio
   a. Akron MSA
   b. Canton MSA
   c. Cleveland MSA
   d. Lorain-Elyria MSA
   e. Ohio 3- Ashtabula RSA

II. PCS/Cellular Overlap Areas

A. PrimeCo PCS/GTE Cellular Overlap Areas[2]

1. Jacksonville MTA
   a. Jacksonville MSA
   b. Florida 5- Putnam RSA

2. Miami-Fort Lauderdale MTA
   a. Fort Myers MSA
   b. Florida 1- Collier (B1) RSA
   c. Florida 2- Glades (B1) RSA
   d. Florida 3- Hardee RSA
   e. Florida 11- Monroe (B2) RSA

3. Tampa-St. Petersburg-Orlando MTA
   a. Tampa-St. Petersburg MSA
   b. Lakeland-Winter Haven MSA
   c. Sarasota MSA
   d. Bradenton MSA
   e. Florida 2- Glades (B1) RSA
   f. Florida 3- Hardee RSA
   g. Florida 4- Citrus (B1) RSA

4. New Orleans-Baton Rouge MTA
   a. Mobile, AL MSA
   b. Pensacola, FL MSA

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[2]Bell Atlantic and Vodafone, as of the date of the filing of the Motion for Leave to File Supplemental Complaint, are partners in PCS PrimeCo, L.P. ("PrimeCo"). PrimeCo currently operates PCS businesses in ten MTAs, which geographically overlap with GTE's cellular businesses.

5. Chicago MTA
    a. Aurora-Elgin, IL MSA
    b. Bloomington-Normal, IL MSA
    c. Champaign-Urbana-Rantoul, IL MSA
    d. Chicago, IL MSA
    e. Decatur, IL MSA
    f. Fort Wayne, IN MSA
    g. Gary-Hammond-East Chicago, IN MSA
    h. Joliet, IL MSA
    i. Kankakee, IL MSA
    j. Rockford, IL MSA
    k. Springfield, IL MSA
    l. Illinois 1- Jo Daviess RSA
    m. Illinois 2- Bureau (B1) RSA
    n. Illinois 2- Bureau (B3) RSA
    o. Illinois 4- Adams (B1) RSA
    p. Illinois 5- Mason (B2) RSA
    q. Illinois 6- Montgomery RSA
    r. Illinois 7- Vermilion RSA
    s. Indiana 1- Newton (B1) RSA
    t. Indiana 1- Newton (B2) RSA
    u. Indiana 3- Huntington RSA

6. Dallas-Fort Worth MTA
    a. Dallas-Fort Worth MSA
    b. Austin MSA
    c. Sherman-Denison MSA
    d. Texas 10- Navarro (B3) RSA
    e. Texas 11- Cherokee (B1) RSA
    f. Texas 16- Burleson RSA

7. Houston MTA
    a. Houston MSA
    b. Beaumont-Port Arthur MSA
    c. Galveston MSA
    d. Bryan-College Station MSA
    e. Victoria MSA
    f. Texas 10- Navarro (B3) RSA
    g. Texas 11- Cherokee (B1) RSA
    h. Texas 16- Burleson RSA
    i. Texas 17- Newton RSA
    j. Texas 20- Wilson (B2) RSA
    k. Texas 21- Chambers RSA

8. San Antonio MTA
    a. San Antonio MSA
    b. Texas 16- Burleson RSA
    c. Texas 20- Wilson (B2) RSA

9. Richmond-Norfolk MTA
    a. Norfolk-Virginia Beach-Portsmouth MSA
    b. Richmond MSA
    c. Newport News-Hampton MSA
    d. Petersburg-Colonial Heights MSA
    e. Virginia 7- Buckingham (B1) RSA
    f. Virginia 8- Amelia RSA
    g. Virginia 9- Greensville RSA
    h. Virginia 11- Madison (B1) RSA
    i. Virginia 12- Caroline (B1) RSA
    j. Virginia 12- Caroline (B2) RSA

10. Milwaukee MTA
    a. Wisconsin 8- Vernon RSA

B. GTE PCS/Vodafone Cellular Overlap Areas
1. Cincinnati-Dayton MTA
    a. Cincinnati MSA
    b. Dayton MSA
    c. Hamilton/Middleton MSA
    d. Springfield MSA
    e. Ohio 4- Mercer RSA
    f. Ohio 8- Clinton RSA

2. Seattle MTA
    a. Bellingham MSA
    b. Bremerton MSA
    c. Olympia MSA
    d. Seattle-Everett MSA
    e. Tacoma MSA
    f. Washington 1- Clallam RSA
    g. Washington 2- Okanagan RSA
    h. Washington 4- Gray's Harbor RSA

3. Spokane-Billings MTA
    a. Spokane MSA
    b. Idaho 1- Boundary RSA
    c. Idaho 2- Idaho RSA
    d. Montana 1- Lincoln RSA

e. Washington 3- Ferry RSA

F. "Vodafone" means Vodafone AirTouch Plc, an English public limited company with its headquarters in Newbury, Berkshire, England, and includes its successors and assigns, its subsidiaries and affiliates, and the directors, officers, managers, agents and employees acting for or on behalf of any of the foregoing entities.

G. "Wireless System Assets" means, for each wireless business to be divested under the Final Judgment, all types of assets, tangible and intangible, used by defendants in the operation of the wireless businesses to be divested (including the provision of long distance telecommunications services for wireless calls). "Wireless System Assets" shall be construed broadly to accomplish the complete divestitures of the entire business of one of the two wireless systems in each of the Overlapping Wireless Markets required by the Final Judgment and to ensure that the divested wireless businesses remain viable, ongoing businesses. With respect to each overlap in the Overlapping Wireless Markets created by the consummation of a transaction between any of the defendants, the Wireless System Assets to be divested shall be either those in which one party to the transaction has an interest or those in which the other party to the transaction has or will acquire an interest, but not both. These divestitures of the Wireless System Assets in the Overlapping Wireless Markets as defined in Section II.E shall be accomplished by: (i) transferring to the purchaser the complete ownership and/or other rights to the assets (other than those assets used substantially in the operations of either defendant's overall wireless business that must be retained to continue the existing operations of the wireless properties defendants are not required to divest, and that either are not capable of being divided between the divested wireless businesses and those that are not divested or are assets that the

divesting defendant and the purchaser(s) agree shall not be divided); and (ii) granting to the purchaser(s) an option to obtain a non-exclusive, transferable license from defendants for a reasonable period at the election of the purchaser to use any of the divesting defendant's assets used in the operation of the wireless business being divested, so as to enable the purchaser to continue to operate the divested wireless businesses without impairment, where those assets are not subject to complete transfer to the purchaser under (i). Assets shall include, without limitation, all types of real and personal property, monies and financial instruments, equipment, inventory, office furniture, fixed assets and furnishings, supplies and materials, contracts, agreements, leases, commitments, spectrum licenses issued by the FCC and all other licenses, permits and authorizations, operational support systems, customer support and billing systems, interfaces with other service providers, business and customer records and information, customer lists, credit records, accounts, and historic and current business plans, as well as any patents, licenses, sub-licenses, trade secrets, know-how, drawings, blueprints, designs, technical and quality specifications and protocols, quality assurance and control procedures, manuals and other technical information defendants supply to their own employees, customers, suppliers, agents, or licensees, and trademarks, trade names and service marks (except for trademarks, trade names and service marks containing "1-800-BUY-TIME," "Airbridge," "AirTouch," "AmericaChoice," "Bell Atlantic Mobile," "Cellular One," "Conversation Card," "DigitalChoice," "EasternChoice," "GTE," "HomeChoice," "International Traveler," "Megaphone," "MetroMobile," "Mobilnet," "No Regrets," "Now You Can," "PCS Now," "PCS Home," "PCS Ultra," "Portal Phone," "PrimeCo," "Vodafone," "Welcome to the United State of America," and "WesternChoice") or other intellectual property, including all intellectual property rights under

third party licenses that are capable of being transferred to a purchaser either in their entirety, for assets described above under (i), or through a license obtained through or from the divesting defendant, for assets described above under (ii). Defendants shall identify in a schedule submitted to plaintiff and filed with the Court, as expeditiously as possible following the filing of the Supplemental Complaint in this case and in any event prior to any divestitures and before the approval by the Court of the Final Judgment, any intellectual property rights under third party licenses that are used by the wireless businesses being divested but that defendants could not transfer to a purchaser entirely or by license without third party consent, and the specific reasons why such consent is necessary and how such consent would be obtained for each asset.

1. In the event that defendants elect to divest an interest in a PCS business in one of the PCS/Cellular Overlap Areas, defendants may retain up to 10 MHz of broadband PCS spectrum within that PCS/Cellular Overlap Area upon completion of the divestiture of the Wireless System Assets.

2. In the event that defendants elect to divest an interest in a PCS business in one of the PCS/Cellular Overlap Areas, defendants, at least 90 calendar days prior to the consummation of the transaction which gives rise to the overlap, may request approval from plaintiff to partition the PCS license along Basic Trading Area ("BTA") geographic boundaries, or in the case of Kenosha County, Wisconsin, county boundaries, and to retain assets in one or more specified non-overlapping BTAs or in Kenosha County, Wisconsin. Plaintiff's approval of the request shall be subject to a determination by plaintiff in its sole discretion that the assets to be retained in the non-overlapping BTAs or Kenosha County, Wisconsin, are not needed to ensure the competitive effectiveness of the divested business in the remainder of the MTA, and

that the purchaser of the Wireless System Assets in the remainder of the MTA will be able to operate the divested PCS business as a fully competitive entity.

3. In a PCS/Cellular Overlap Area where a defendant holds a non-controlling minority interest in an overlapping cellular business, defendants, at least 90 calendar days prior to the consummation of the transaction which gives rise to the overlap, may request approval from plaintiff to retain both the PCS business and the non-controlling minority interest in such overlapping cellular business. Plaintiff's approval of the request shall be subject to a determination by plaintiff in its sole discretion that the retention of a non-controlling minority interest will be entirely passive and will not significantly diminish competition.

III

Applicability and Effect

A. The provisions of this Modified Final Judgment and the Final Judgment shall be applicable to Bell Atlantic, GTE, and Vodafone, as defined above, the attorneys of each of the above, and shall also be applicable to all other persons in active concert or participation with any of the above who shall have received actual notice of this Modified Final Judgment and the Final Judgment by personal service or otherwise. The terms of the Modified Final Judgment are also applicable to Alltel which has submitted to the jurisdiction of this Court and agreed to be bound by the terms of this Modified Final Judgment.

B. Defendants shall require, as a condition of the sale or other disposition to an Interim Party, which shall be defined to mean any person other than a purchaser approved by plaintiff pursuant to Section IV.C, of all or substantially all of their assets, or of a lesser business unit

containing the Wireless System Assets or Alltel Divestiture Assets required to be divested by this Modified Final Judgment and the Final Judgment, that the Interim Party agrees to be bound by the provisions of this Modified Final Judgment and the Final Judgment, and shall also require that any purchaser of the Wireless System Assets or Alltel Divestiture Assets agree to be bound by Section X of this Modified Final Judgment and the Final Judgment.

IV

Divestiture of Wireless Interests

A. Defendants Bell Atlantic, Vodafone and GTE shall divest themselves of the Wireless System Assets of one of the two wireless businesses in each of the Overlapping Wireless Markets, including both any direct or indirect financial ownership interests and any direct or indirect role in management or participation in control, to a purchaser or purchasers acceptable to plaintiff in its sole discretion, or to a trustee designated pursuant to Section V of the Final Judgment in accordance with the following schedule:

1. The divestitures of the Wireless System Assets for each Cellular/Cellular Overlap Area shall occur prior to or at the same time as consummation of the transaction that gives rise to the overlap.

2. The divestitures of the Wireless System Assets for each PCS/Cellular Overlap Area shall occur prior to or at the same time as consummation of the transaction that gives rise to the overlap, or June 30, 2000, whichever is later. Plaintiff may, in its sole discretion, extend this date by up to two thirty-day periods. If one or more divestitures have not been completed as of the date of the consummation of the transaction that gives rise to the overlap, defendants will

submit to plaintiff a definitive Divestiture List identifying the specific Wireless System Assets in each of the PCS/Cellular Overlap Areas that will be divested.

B. Defendants agree to use their best efforts to accomplish the divestitures set forth in the Final Judgment and to seek all necessary regulatory approvals as expeditiously as possible. The divestitures carried out under the terms of the Final Judgment shall also be conducted in compliance with the applicable rules of the FCC, including 47 C.F.R. § 20.6 (spectrum aggregation) and 47 C.F.R. § 22.942 (cellular cross-ownership), or any waiver of such rules or other authorization granted by the FCC. Authorization by the FCC to conduct divestiture of a cellular business in a particular manner will not modify any of the requirements of the Final Judgment.

C. Unless plaintiff otherwise consents in writing, the divestitures pursuant to Section IV, or by trustee appointed pursuant to Section V of the Final Judgment, shall be accomplished by (1) divesting all of the Wireless System Assets in any individual Overlapping Wireless Market entirely to a single purchaser (but Wireless System Assets used by any defendant in the operation of its cellular business in different Overlapping Wireless Markets may be divested to different purchasers), and (2) selling or otherwise conveying the Wireless System Assets to the purchaser(s) in such a way as to satisfy plaintiff, in its sole discretion, that each wireless business can and will be used by the purchaser(s) as part of a viable, ongoing business engaged in the provision of wireless mobile telephone service. The divestitures pursuant to the Final Judgment shall be made to one or more purchasers for whom it is demonstrated to plaintiff's sole satisfaction that (1) the purchaser has the capability and intent of competing effectively in the provision of wireless mobile telephone service using the Wireless System Assets, (2) the

purchaser has the managerial, operational and financial capability to compete effectively in the provision of wireless mobile telephone service using the Wireless System Assets, and (3) none of the terms of any agreement between the purchaser and any of the defendants shall give defendants the ability unreasonably (i) to raise the purchaser's costs, (ii) to lower the purchaser's efficiency, (iii) to limit any line of business which a purchaser may choose to pursue using the Wireless System Assets (including, but not limited to, entry into local telecommunications services on a resale or facilities basis or long distance telecommunications services on a resale or facilities basis), or otherwise to interfere with the ability of the purchaser to compete effectively.

D. If they have not already done so, defendants shall make known the availability of the Wireless System Assets in each of the Overlapping Wireless Markets by usual and customary means, sufficiently in advance of the time of consummation of any transaction which gives rise to an overlap in an Overlapping Wireless Market, reasonably to enable the required divestitures to be accomplished according to the schedule outlined herein. Defendants shall inform any person making an inquiry regarding a possible purchase of the Wireless System Assets that the sale is being made pursuant to the requirements of the Final Judgment, as well as the rules of the FCC, and shall provide such person with a copy of the Final Judgment.

E. Defendants shall offer to furnish to all prospective purchasers, subject to customary confidentiality assurances, access to personnel, the ability to inspect the Wireless System Assets, and all information and any financial, operational, or other documents customarily provided as part of a due diligence process, including all information relevant to the sale and to the areas of business in which the cellular business has been engaged or has considered entering, except documents subject to attorney-client or work product privileges, or third party intellectual

property that defendants are precluded by contract from disclosing and that has been identified in a schedule pursuant to Section II.G. Defendants shall make such information available to the plaintiff at the same time that such information is made available to any other person.

F. Defendants shall not interfere with any negotiations by any purchaser to retain any employees, for Bell Atlantic and GTE who work or have worked since July 29, 1998, and for Vodafone who work or have worked since September 21, 1999 (other than solely on a temporary assignment basis from another part of Bell Atlantic, Vodafone or GTE) with, or whose principal responsibility relates to, the divested Wireless System Assets.

G. To the extent that the wireless businesses to be divested use intellectual property, as required to be identified by Section II.G, that cannot be transferred or assigned without the consent of the licensor or other third parties, defendants shall cooperate with the purchaser(s) and trustee to seek to obtain those consents.

H. Defendants shall preserve all records of all efforts made to preserve and divest any or all of the Wireless System Assets required to be divested until the termination of the Final Judgment.

V

Appointment of Trustee

A. If defendants have not divested all of the Wireless System Assets required to be divested in accordance with Section IV to a purchaser or purchasers that have been approved by plaintiff pursuant to Section IV.C, then:

1. Defendants that are party to a transaction that gives rise to an overlap shall

identify to plaintiff in writing the remaining Wireless System Assets to be divested in the Overlapping Wireless Markets, and this written notification shall also be provided to the trustee promptly upon his or her appointment by the Court;

2. The Court shall, on application of plaintiff, appoint a trustee selected by plaintiff and approved by the Court, who will be responsible for (a) accomplishing a divestiture of all Wireless System Assets transferred to the trustee from defendants, in accordance with the terms of the Final Judgment, to a purchaser or purchasers approved by plaintiff under Section IV.C, and (b) exercising the responsibilities of the licensee and controlling and operating the transferred Wireless System Assets, to ensure that the wireless businesses remain ongoing, economically viable competitors in the provision of mobile wireless telecommunications services in the Overlapping Wireless Markets, until they are divested to a purchaser or purchasers, and the trustee shall agree to be bound by the Final Judgment;

3. Defendants shall submit a form of trust agreement ("Trust Agreement") to plaintiff, which must be consistent with the terms of the Final Judgment and which must have received approval by plaintiff, who shall communicate to defendants within ten (10) business days approval or disapproval of that form; and

4. After obtaining any necessary approvals from the FCC for the transfer of control of the licenses of the remaining Wireless System Assets to the trustee, defendants shall irrevocably divest the remaining Wireless System Assets to the trustee, who will own such assets (or own the stock of the entity owning such assets, if divestiture is to be effected by the creation of such an entity for sale to purchaser(s)) and control such assets, subject to the terms of the approved Trust Agreement.

B. After the appointment of a trustee becomes effective, only the trustee shall have the right to sell the wireless business(es) to be divested, which shall be done within the time periods set forth in the Final Judgment. Those assets shall be the Wireless System Assets as designated by defendants as set forth in Section V.A.1 for the Overlapping Wireless Markets. In addition, notwithstanding any provision to the contrary, plaintiff may, in its sole discretion, require defendants to include additional assets that substantially relate to the wireless mobile telephone business in the Wireless System Assets to be divested if it would facilitate a prompt divestiture to an acceptable purchaser. The trustee shall have the power and authority to accomplish the divestiture at the best price then obtainable upon a reasonable effort by the trustee, subject to the provisions of Sections IV, V, and VI of the Final Judgment. Subject to Section V.C of the Final Judgment, the trustee shall have the power and authority to hire at the cost and expense of defendants any investment bankers, attorneys, or other agents reasonably necessary in the judgment of the trustee to assist in the divestiture and in the management of the Wireless System Assets transferred to the trustee, and such professionals and agents shall be accountable solely to the trustee. The trustee shall have the power and authority to accomplish the divestiture at the earliest possible time to a purchaser acceptable to plaintiff in its sole discretion, and shall have such other powers as this Court shall deem appropriate. Defendants shall not object to a sale by the trustee on any grounds other than the trustee's malfeasance. Any such objections by the defendants must be conveyed in writing to plaintiff and the trustee within ten (10) days after the trustee has provided the notice required under Section VI of the Final Judgment.

C. The trustee shall serve at the cost and expense of defendants, on such terms and conditions as the Court may prescribe, and shall account for all monies derived from the sale of

the wireless business(es) sold by the trustee and all costs and expenses so incurred. After approval by the Court of the trustee's accounting, including fees for its services and those of any professionals and agents retained by the trustee, all remaining money shall be paid to defendants and the trust shall then be terminated. The compensation of such trustee and of professionals and agents retained by the trustee shall be reasonable in light of the value of the divested wireless business(es) and based on a fee arrangement providing the trustee with an incentive based on the price and terms of the divestiture and the speed with which it is accomplished.

D. Defendants shall use their best efforts to assist the trustee in accomplishing the required divestiture, including their best efforts to effect all necessary regulatory approvals. The trustee and any consultants, accountants, attorneys, and other persons retained by the trustee shall have full and complete access to the personnel, books, records, and facilities of the wireless business(es) to be divested, and defendants shall develop financial or other information relevant to the business to be divested customarily provided in a due diligence process as the trustee may reasonably request, subject to customary confidentiality assurances. As required and limited by Sections IV.E and F of the Final Judgment, defendants shall permit prospective purchaser(s) of the Wireless System Assets to have reasonable access to personnel and to make such inspection of the Wireless System Assets to be sold and any and all financial, operational, or other documents and other information as may be relevant to the divestiture required by the Final Judgment.

E. After being appointed and until the divestiture of the Wireless System Assets is complete, the trustee shall file monthly reports with the parties and the Court setting forth the trustee's efforts to accomplish the divestiture ordered under the Final Judgment; provided,

however, that, to the extent such reports contain information that the trustee deems confidential, such reports shall not be filed in the public docket of the Court. Such reports shall include the name, address, and telephone number of each person who, during the preceding month, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring the Wireless System Assets to be sold, and shall describe in detail each contact with any such person during that period. The trustee shall maintain full records of all efforts made to divest the Wireless System Assets.

F. The Trustee shall divest the Wireless System Assets in each of the Overlapping Wireless Markets to a purchaser or purchasers acceptable to plaintiff in its sole discretion, as required in Section IV.C of the Final Judgment, no later than one hundred and eighty (180) calendar days after the Wireless Systems Assets are transferred to a trustee in accordance with the schedule outlined in Section IV; provided however, that if applications have been filed with the FCC within the one hundred eighty day period seeking approval to assign or transfer licenses to the purchaser(s) of the Wireless System Assets but approval of such applications has not been granted before the end of the one hundred eighty day period, the period shall be extended with respect to the divestiture of those Wireless System Assets for which final FCC approval has not been granted until five (5) days after such approval is received.

G. If the trustee has not accomplished the divestiture of all of the Wireless System Assets within the time specified for completion of divestiture to a purchaser or purchasers under Section V.F of the Final Judgment, the trustee thereupon shall file promptly with this Court a report setting forth: (1) the trustee's efforts to accomplish the required divestiture; (2) the reasons, in the trustee's judgment, why the required divestiture has not been accomplished; and

(3) the trustee's recommendations; provided, however, that, to the extent such reports contain information that the trustee deems confidential, such reports shall not be filed in the public docket of the Court. The trustee shall at the same time furnish such report to the parties, who shall each have the right to be heard and to make additional recommendations consistent with the purpose of the trust. The Court shall enter thereafter such orders as it deems appropriate in order to carry out the purpose of the trust, which may, if necessary, include extending the trust and the term of the trustee's appointment by a period agreed to by plaintiff.

H. After defendants transfer the Wireless System Assets to the trustee, and until those Wireless System Assets have been divested to a purchaser or purchasers approved by plaintiff pursuant to Section IV.C, the trustee shall have sole and complete authority to manage and operate the Wireless System Assets and to exercise the responsibilities of the licensee, and shall not be subject to any control or direction by defendants. Defendants shall not retain any economic interest in the Wireless System Assets transferred to the trustee, apart from the right to receive the proceeds of the sale or other disposition of the Wireless System Assets. The trustee shall operate the wireless business(es) as a separate and independent business entity from each of the defendants, with sole control over operations, marketing and sales. Defendants shall not communicate with, or attempt to influence the business decisions of, the trustee concerning the operation and management of the wireless businesses, and shall not communicate with the trustee concerning the divestiture of the Wireless System Assets or take any action to influence, interfere with, or impede the trustee's accomplishment of the divestitures required by the Final Judgment, except that defendants may communicate with the trustee to the extent necessary for defendants to comply with the Final Judgment and to provide the trustee, if requested to do so,

with whatever resources or cooperation may be required to complete the divestitures of the Wireless System Assets and to carry out the requirements of the Final Judgment. In no event shall defendants provide to, or receive from, the trustee or the wireless businesses under the trustee's control any non-public or competitively sensitive marketing, sales, or pricing information relating to their respective mobile wireless telecommunications service businesses.

VI

Notification

A. Within two (2) business days following execution of a binding agreement to effect, in whole or in part, any proposed divestiture required by the Final Judgment, whichever defendant is divesting the Wireless System Assets, or the trustee if the trustee is divesting the Wireless System Assets, shall notify plaintiff of the proposed divestiture. If the trustee is responsible for the divestiture, the trustee shall similarly notify defendants. The notice shall set forth the details of the proposed transaction and list the name, address, and telephone number of each person not previously identified who theretofore offered to, or expressed an interest in or a desire to, acquire any ownership interest in the Wireless System Assets that are the subject of the binding agreement, together with full details of same.

B. Within fifteen (15) calendar days of receipt by plaintiff of such notice, plaintiff may request from defendants, the proposed purchaser(s), any other third party, or the trustee (if applicable), additional information concerning the proposed divestiture and the proposed purchaser(s) or any other potential purchaser(s). Defendants and the trustee shall furnish any such additional information requested within 15 calendar days of the receipt of the request,

unless the parties shall otherwise agree. Within 30 calendar days after receipt of the notice, or within 20calendar days after plaintiff has been provided the additional information requested from defendants, the proposed purchaser(s), any third party, or the trustee, whichever is later, plaintiff shall provide written notice to defendants and the trustee, if there is one, stating whether or not plaintiff objects to the proposed divestiture. If plaintiff provides written notice to defendants and the trustee, if there is one, that it does not object, then the divestiture may be consummated subject only to defendants' limited right to object to the sale under Section V.B of the Final Judgment. Absent written notice that plaintiff does not object to the proposed purchaser(s) or in the event of an objection by plaintiff, a divestiture shall not be consummated. Upon objection by a defendant under the proviso of Section V.B, a divestiture proposed under Section V shall not be consummated unless approved by the Court.

VII

Affidavits

A. Within 20 calendar days of the filing of the Motion for Leave to File Supplemental Complaint in this matter and every 30 calendar days thereafter until all divestitures have been completed, defendants shall deliver to plaintiff an affidavit as to the fact and manner of defendants' compliance with the Final Judgment. Each such affidavit shall (i) include, *inter alia*, the name, address, and telephone number of each person who, at any time after the period covered by the last such report, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, any or all of the Wireless System Assets required to be divested, (ii) describe in detail each contact with

any such person during that period, and (iii) include a summary of the efforts that defendants have made to solicit a purchaser(s) for the Wireless System Assets to be divested in the Overlapping Wireless Markets pursuant to the Final Judgment and to provide required information to prospective purchasers.

B. Within 20 calendar days of the filing of the Motion for Leave to File Supplemental Complaint in this matter, defendants shall deliver to plaintiff an affidavit which describes in reasonable detail all actions defendants have taken and all steps defendants have implemented on an ongoing basis to preserve the Wireless System Assets to be divested pursuant to the Final Judgment. Defendants shall deliver to plaintiff another affidavit describing any changes to the efforts and actions outlined in defendants' earlier affidavits filed pursuant to Section VII.B of the Final Judgment within 15 calendar days after the change is implemented.

VIII

Financing

Defendants shall not finance all or any part of any purchase by an acquirer made pursuant to Sections IV or V of the Final Judgment.

IX

Hold Separate Order

A. Until accomplishment of the divestitures of the Wireless System Assets to purchaser(s) approved by plaintiff pursuant to Section IV.C, each defendant shall take all steps necessary to ensure that each of the wireless businesses that it owns or operates in the

Overlapping Wireless Markets shall continue to be operated as a separate, independent, ongoing, economically viable and active competitor to the other mobile wireless telecommunications providers operating in the same license area; and that except as necessary to comply with the Final Judgment, the operation of said wireless businesses (including the performance of decision-making functions relating to marketing and pricing) will be kept separate and apart from, and not influenced by, the operation of the other wireless business, and the books, records, and competitively sensitive sales, marketing, and pricing information associated with said wireless businesses will be kept separate and apart from the books, records, and competitively sensitive sales, marketing, and pricing information associated with the other wireless business; provided that defendants may continue to use any trademarks, trade names or service marks used in the operation of such wireless businesses prior to the consummation of the Bell Atlantic/GTE Merger and/or the creation of the Bell Atlantic/Vodafone Partnership.

B. Until the Wireless System Assets in each Overlapping Wireless Market have been divested to purchaser(s) approved by plaintiff, or transferred to a trustee pursuant to Section V of the Final Judgment, each defendant shall in accordance with past practices, with respect to each wireless business that it has an ownership interest in or operates in the Overlapping Wireless Markets:

1. Use all reasonable efforts to maintain and increase sales of wireless mobile telephone services, and maintain and increase promotional, advertising, sales, technical assistance, and marketing support for the mobile telephone services sold by the wireless businesses;

2. Take all steps necessary to ensure that each wireless business that it has an

ownership interest in or operates in the Overlapping Wireless Markets is fully maintained in operable condition and shall maintain and adhere to normal maintenance schedules;

3. Provide and maintain sufficient working capital and lines and sources of credit to maintain the Wireless System Assets as viable ongoing businesses;

4. Not remove, sell, lease, assign, transfer, pledge or otherwise dispose of or pledge as collateral for loans, any asset of each wireless business that it has an ownership interest in or operates in the Overlapping Wireless Markets, other than in the ordinary course of business, except as approved by plaintiff;

5. Maintain, in accordance with sound accounting principles, separate, true, accurate and complete financial ledgers, books and records that report, on a periodic basis, such as the last business day of each month, consistent with past practices, the assets, liabilities, expenses, revenues, income, profit and loss of each wireless business that it has an ownership interest in or operates in the Overlapping Wireless Markets;

6. Be prohibited from terminating, transferring, or altering to the detriment of any employees who work with each wireless business that it has an ownership interest in or operates in the Overlapping Wireless Markets as of the date of consummation of the Bell Atlantic/GTE Merger or the creation of the Bell Atlantic/Vodafone Partnership, any current employment or salary agreements, except (a) in the ordinary course of business, (b) for transfer bids initiated by employees pursuant to defendants' regular, established job posting policies, (c) for an individual who has a written offer of employment from a third party for a like position, or (d) as necessary to promote accomplishment of defendants' obligations under the Final Judgment; and

7. Take no action that would impede in any way or jeopardize the sale of each

wireless business that it has an ownership interest in or operates in the Overlapping Wireless Markets.

C. On or before the consummation of the Bell Atlantic/GTE Merger or the creation of the Bell Atlantic/Vodafone Partnership, defendants shall assign complete managerial responsibility over each wireless business that they have an ownership interest in or operate in the Overlapping Wireless Markets to a specified manager who shall not participate, during the period of such responsibility, in the management of any of defendants' other businesses.

D. Defendants shall, during the period before all Wireless System Assets have been divested to a purchaser(s) or transferred to the trustee pursuant to Section V of the Final Judgment, each appoint a person or persons to oversee the Wireless System Assets owned by that defendant, who will be responsible for defendants' compliance with the requirements of Sections VII and IX of the Final Judgment. Such person(s) shall not be an officer, director, manager, employee, or agent of another defendant.

X

Compliance Inspection

For the purposes of determining or securing compliance of defendants with the Final Judgment, or of determining whether the Final Judgment should be modified or vacated, and subject to any legally recognized privilege, from time to time:

A. Duly authorized representatives of the United States Department of Justice, upon written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to the relevant defendant made to its principal

office, shall be permitted without restraint or interference from defendants:

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

2. to interview, either informally or on the record, and to take sworn testimony from the officers, directors, employees, or agents of defendants, who may have counsel present, relating to any matters contained in the Final Judgment.

B. Upon the written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, made to defendants at their principal offices, defendants shall submit written reports, under oath if requested, relating to any of the matters contained in the Final Judgment.

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

D. If, at the time information or documents are furnished by defendants to plaintiff, defendants represent and identify in writing the material in any such information or documents as to which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and mark each pertinent page of such material, "Subject to claim of protection

under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then ten (10) calendar days' notice shall be given by plaintiff to defendants prior to divulging such material in any legal proceeding (other than a grand jury proceeding) to which defendants are not a party.

XI

Retention of Jurisdiction

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

XII

Further Provisions and Termination

A. The entry of this judgment is in the public interest.

B. With the exception of the provisions of this Modified Final Judgment that apply to the divestitures of the Alltel Divestiture Assets as defined in Section XIV, the Final Judgment shall expire April 18, 2010, unless this Court grants an extension. The provisions of the Final Judgment and Modified Final Judgment that apply to the divestitures of the Alltel Divestiture Assets shall continue and be in effect until the tenth anniversary of the date of entry of the Modified Final Judgment.

XIII

Reacquisition

A. Notwithstanding that the original purpose of the Final Judgment was to require the divestiture of one of the two wireless businesses in each of the Overlapping Wireless Markets, due to significant changes in competitive conditions, the Final Judgment is modified to allow defendants to reacquire the divested Wireless System Assets in each of the following CMAs any time after entry of this Modified Final Judgment:

1. Arizona
    a. Phoenix MSA (CMA 26)
    b. Tucson MSA (CMA 77)
    c. Arizona RSA 2 (CMA 319)
2. New Mexico
    a. Albuquerque MSA (CMA 86)
3. South Carolina
    a. Greenville MSA (CMA 67)
4. Texas
    a. El Paso MSA (CMA 81)
5. Ohio
    a. Akron MSA (CMA 52)
    b. Canton MSA (CMA 87)
    c. Cleveland MSA (CMA 16)
    d. Lorain-Elyria MSA (CMA 136)
6. Florida
    a. Tampa-St. Petersburg MSA (CMA 22)
    b. Lakeland-Winter Haven MSA (CMA 114)
    c. Pensacola MSA (CMA 127)
    d. Fort Myers MSA (CMA 164)
    e. Sarasota (CMA 167)
    f. Bradenton MSA (CMA 211)
    g. Florida RSA 1 (CMA 360)
    h. Florida RSA 2 (CMA 361)
    i. Florida RSA 3 (CMA 362)
    j. Florida RSA 4 (CMA 363)
    k. Florida RSA 11 (CMA 370)
7. Alabama
    a. Mobile MSA (CMA 83)

B. The Final Judgment is modified to allow defendants to reacquire the divested Wireless System Assets in each of the following CMAs, provided that they shall be redivested pursuant to the terms in Section XIV, and shall be held in the interim before redivestiture pursuant to the terms of the Order and Stipulation with Respect to Modified Final Judgment and Preservation of Assets ("Order and Stipulation"):

a. Anderson South Carolina MSA (CMA 227);
b. Las Cruces New Mexico MSA (CMA 285); and
c. Ohio RSA 3 (CMA 587).

XIV

Redivestiture Provisions

The following provisions apply only to the redivestiture of the Alltel Divestiture Assets pursuant to Section XIII of this Modified Final Judgment:

A. Definitions

1. "Acquirer" or "Acquirers" means the entity or entities to whom the Alltel Divestiture Assets are sold.

2. "Alltel" means a subsidiary of Atlantis Holdings LLC, Alltel Corporation, a Delaware corporation with its headquarters in Little Rock Arkansas, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees. Alltel has submitted to the jurisdiction of this Court and has agreed to be bound by the terms of this Modified Final Judgment.

3. "CMA" means cellular market area which is used by the FCC to define cellular license areas and which consists of MSAs and RSAs.

4. "Alltel Divestiture Assets" means each mobile wireless telecommunications

services business to be divested under this section of the Modified Final Judgment, including all types of assets, tangible and intangible, used by Alltel in the operation of the mobile wireless telecommunications services businesses to be divested. "Alltel Divestiture Assets" shall be construed broadly to accomplish the complete divestiture of the entire business of Alltel in each of the following CMAs as required by this Modified Final Judgment and to ensure that the divested mobile wireless telecommunications services businesses remain viable, ongoing businesses:

(1) Anderson, SC MSA (CMA 227);

(2) Las Cruces, NM MSA (CMA 285); and

(3) Ohio RSA 3 (CMA 587).

The Alltel Divestiture Assets shall include, without limitation, all types of real and personal property, monies and financial instruments, equipment, inventory, office furniture, fixed assets and furnishings, supplies and materials, contracts, agreements, leases, commitments, spectrum licenses issued by the FCC and all other licenses, permits and authorizations, operational support systems, cell sites, network infrastructure, switches, customer support and billing systems, interfaces with other service providers, business and customer records and information, customer contracts, customer lists, credit records, accounts, and historic and current business plans which relate primarily to the wireless businesses being divested, as well as any patents, licenses, sub-licenses, trade secrets, know-how, drawings, blueprints, designs, technical and quality specifications and protocols, quality assurance and control procedures, manuals and other technical information Alltel supplies to its own employees, customers, suppliers, agents, or licensees, and trademarks, trade names and service marks or other intellectual property,

including all intellectual property rights under third-party licenses that are capable of being transferred to an Acquirer either in their entirety, for assets described in (a) below, or through a license obtained through or from Alltel, for assets described in (b) below; provided that defendants and Alltel shall only be required to divest Multi-line Business Customer contracts if the primary business address for that customer is located within any of the license areas described herein, and, further, any subscriber who obtains mobile wireless telecommunications services through any such contract retained by defendants and Alltel and who is located within the geographic areas identified above, shall be given the option to terminate its relationship with defendants, without financial cost, at any time within one year of the closing of the Verizon/Alltel Transaction. Defendants shall provide written notice to these subscribers within 45 days after the closing of the Verizon/Alltel Transaction of the option to terminate.

The divestiture of the Alltel Divestiture Assets shall be accomplished by:

(a) transferring to the Acquirer(s) the complete ownership and/or other rights to the assets (other than those assets used substantially in the operations of Alltel's overall wireless telecommunications services business which must be retained to continue the existing operations of the wireless properties that defendants are not required to divest, and that either are not capable of being divided between the divested wireless telecommunications services businesses and those not divested, or are assets that the defendants and the Acquirer(s) agree, subject to the approval of plaintiff, shall not be divided); and

(b) granting to the Acquirer(s) an option to obtain a nonexclusive, transferable

license from defendants for a reasonable period, subject to the approval of plaintiff and at the election of an Acquirer, to use any of Alltel's retained assets under paragraph (a) above used in operating the mobile wireless telecommunications services businesses being divested, so as to enable the Acquirer to continue to operate the divested mobile wireless telecommunications services businesses without impairment. Defendants and Alltel shall identify in a schedule submitted to plaintiff and filed with the Court within 20 calendar days following the filing of the Joint Motion to Modify Final Judgment, and in any event prior to any divestiture and before the approval by the Court of this Modified Final Judgment, any and all intellectual property rights under third-party licenses that are used by the mobile wireless telecommunications services businesses being divested that defendants and Alltel could not transfer to an Acquirer entirely or by license without third-party consent, the specific reasons why such consent is necessary, and how such consent would be obtained for each asset.

5. "Multi-line Business Customer" means a corporate or business customer that contracts with Alltel for mobile wireless telecommunications services to provide multiple telephones to its employees or members whose services are provided pursuant to a contract with the corporate or business customer.

6. "Verizon/Alltel Transaction" means the Agreement and Plan of Merger among Cellco Partnership, Airtouch Cellular, Abraham Merger Corporation, Alltel Corporation and

Atlantis Holdings LLC, dated as of June 5, 2008.

7. "Verizon" means Verizon Communications Inc., a Delaware corporation, successor in interest to defendants Bell Atlantic and GTE, with its headquarters in New York, New York, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees. The term defendants as used in this Modified Final Judgment shall include Verizon.

B. Redivestiture

The Alltel Divestiture Assets shall be divested as required by Sections IV through XIV of this Modified Final Judgment except to the extent modified below:

1. The term defendants as used in Sections IV, V, VI, VII, VIII, X, and XIV shall include Alltel, which has submitted to the jurisdiction of this Court, the term Wireless System Assets shall include the Alltel Divestiture Assets and the term "the Final Judgment" shall be replaced with the term "this Modified Final Judgment."

2. Sections IV.A and B are replaced with the following: Defendants are ordered and directed, within 120 days after consummation of the Verizon/Alltel Transaction, to divest the Alltel Divestiture Assets in a manner consistent with this Modified Final Judgment to an Acquirer or Acquirers acceptable to the United States in its sole discretion, or, if applicable, to a Divestiture Trustee designated pursuant to Section V of this Modified Final Judgment. Plaintiff, in its sole discretion, may agree to one or more extensions of this time period not to exceed 60 calendar days in total, and shall notify the Court in such circumstances. With respect to divestiture of the Alltel Divestiture Assets by defendants or the Divestiture Trustee, if applications have been filed with the FCC within the period permitted for divestiture seeking

approval to assign or transfer licenses to the Acquirer(s) of the Alltel Divestiture Assets, but an order or other dispositive action by the FCC on such applications has not been issued before the end of the period permitted for divestiture, the period shall be extended with respect to divestiture of those Alltel Divestiture Assets for which FCC approval has not been issued until five (5) days after such approval is received. Defendants agree to use their best efforts to accomplish the divestitures set forth in this Modified Final Judgment and to seek all necessary regulatory approvals as expeditiously as possible. This Modified Final Judgment does not limit the FCC's exercise of its regulatory powers and process with respect to the Alltel Divestiture Assets. Authorization by the FCC to conduct the divestiture of the Alltel Divestiture Assets in a particular manner will not modify any of the requirements of this decree.

3. The following sentence is added at the end of Section IV.C: Not withstanding the foregoing, the Alltel Divestiture Assets may be required to be divested jointly with other assets that will be divested under a final judgment entered in connection with any proceedings initiated by plaintiff pursuant to Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, to enjoin the Verizon/Alltel Transaction.

4. The first sentence of Section IV.D is replaced with the following: In accomplishing the divestitures ordered by this Modified Final Judgment, defendants shall promptly make known, if they have not already done so, by usual and customary means, the availability of the Alltel Divestiture Assets.

5. Sections IV.F is replaced with the following: Defendants shall provide the Acquirer(s) and plaintiff information relating to the personnel involved in the operation, development, and sale or license of the Alltel Divestiture Assets to enable the Acquirer(s) to

make offers of employment. Defendants will not interfere with any negotiations by the Acquirer(s) to employ any defendant or Alltel employee whose primary responsibility is the operation, development, or sale or license of the Alltel Divestiture Assets.

6. In Section IV.G, the term "Section II.G" is replaced with "Section XIV.A.4".

7. The following provisions shall be added to the end of Section IV:

I. Defendants shall warrant to the Acquirer(s) that (1) the Alltel Divestiture Assets will be operational on the date of sale, and (2) every wireless spectrum license is in full force and effect on the date of sale.

J. Defendants shall not take any action that will impede in any way the permitting, licensing, operation, or divestiture of the Alltel Divestiture Assets.

K. Defendants shall warrant to the Acquirer(s) of the Alltel Divestiture Assets that there are no material defects in the environmental, zoning, licensing or other permits pertaining to the operation of each asset and that following the sale of the Alltel Divestiture Assets, defendants will not undertake, directly or indirectly, any challenges to the environmental, zoning, licensing or other permits relating to the operation of the Alltel Divestiture Assets.

M. At the option of the Acquirer(s) of the Alltel Divestiture Assets, defendants shall enter into a contract for transition services customarily provided in connection with the sale of a business providing mobile wireless telecommunications services or intellectual property licensing sufficient to meet all or part of the needs of the Acquirer for a period of up to one year. The terms and conditions of any contractual arrangement meant to satisfy this provision must be reasonably related to market conditions.

C. Preservation of Assets

Until the divestitures required by this Modified Final Judgment have been accomplished, defendants shall take all steps necessary to comply with the Order and Stipulation entered by this Court and cease use of the Alltel Divestiture Assets during the period that the Divestiture Assets are managed by the Management Trustee. The Management Trustee appointed pursuant to the Order and Stipulation may 1) also be the Management Trustee in other proceedings either initiated by plaintiff pursuant to Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, to enjoin the Verizon/Alltel Transaction, or to modify an existing Final Judgment in connection with the Verizon/Alltel Transaction, and 2) manage the Alltel Divestiture Asset jointly with other assets that defendants are required to divest in such other proceedings. Defendants shall take no action that would jeopardize the divestitures ordered by this Court.

D. Miscellaneous

1. Defendants shall comply with the requirements set forth in Section VII, except that the date of the filing of the Motion to Modify the Final Judgment shall replace the Motion for Leave to File Supplemental Complaint.

2. The prohibition contained in Section VIII of this Modified Final Judgment shall apply to any purchase made by an acquirer pursuant to Section XIII.

Dated: 12/30/08

United States District Judge