

Dan Logsdon  
Vice President  
External Affairs

130 W New Circle Rd  
Lexington, KY 40505

859-357-6125  
859-357-6163fax



October 12, 2005

Jim Stevens  
Branch Manager  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40602-0615

**RECEIVED**

**OCT 12 2005**

**FINANCIAL ANA**

RE: Alltel Newco LLC Registration

Jim:

Listed below is the information you requested for the registration of our newly acquired wireless properties in Kentucky.

The name and address of this company is:

Alltel Newco LLC  
One Allied Drive  
Little Rock, AR 72202

All customer inquiries should be directed to 1-800-255-8351. Customer complaints and regulatory issues should be directed to:

Dan Logsdon - Vice President External Affairs  
130 W New Circle Rd  
Lexington, KY 40505

859-357-6125  
859-357-6163fax

Also attached are the Limited Liability Company Operating Agreement of Alltel Newco LLC and the assignment agreement that transfers ownership of Newco from the initial members to Alltel.

Should you have any questions, please do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dan Logsdon', is written over a horizontal line.

Dan Logsdon  
Vice President - External Affairs

attachments

cc: Bob Priebe  
Steve Weeks

Dan Logsdon  
Vice President  
External Affairs

130 W New Circle Rd  
Lexington, KY 40505

859-357-6125  
859-357-6163fax



October 13, 2005

Jim Stevens  
Branch Manager  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40602-0615

RE: Alltel Newco LLC Registration

Jim:

Listed below is the information you requested for the registration of our newly acquired wireless properties in Kentucky.

The name and address of this company is:

Alltel Newco LLC  
One Allied Drive  
Little Rock, AR 72202

All customer inquiries should be directed to 1-800-255-8351. Customer complaints and regulatory issues should be directed to:

Dan Logsdon - Vice President External Affairs  
130 W New Circle Rd  
Lexington, KY 40505

859-357-6125  
859-357-6163fax

Also attached are the Limited Liability Company Operating Agreement of Alltel Newco LLC and the assignment agreement that transfers ownership of Newco from the initial members to Alltel.

Should you have any questions, please do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'D Logsdon', with a horizontal line extending to the right.

Dan Logsdon  
Vice President - External Affairs

attachments

cc: Bob Priebe  
Steve Weeks

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
ALLTEL NEWCO LLC**

**THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT** (the "Agreement") of ALLTEL NEWCO LLC, a Delaware limited liability company (the "Company"), effective this 14<sup>th</sup> day of April, 2005, is made and entered into by and among the Company and those persons listed on Exhibit A as the initial members of the Company (collectively, the "Initial Members").

*WHEREAS*, in exchange for Units in the Company, the Initial Members have made the contributions contemplated by that certain Global Contribution, Bill of Sale, Assignment and Assumption Agreement, dated as of April \_\_, 2005, by and among the Company and the Initial Members (the "Contribution Agreement");

*WHEREAS*, the Initial Members desire to enter into this Agreement to govern the operations of the Company from and after the date hereof; and

*WHEREAS*, the Company was formed as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. §18-101 et seq., in accordance with the terms and subject to the conditions set forth in this Agreement.

*NOW, THEREFORE*, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Initial Members, intending to be legally bound, agree on behalf of themselves and their successors and assigns as follows:

**1. THE COMPANY**

**1.1 Formation.** The Company constitutes a limited liability company formed pursuant to, and governed by, the Delaware Act and other applicable laws of the State of Delaware. The Manager shall, when required and as permitted hereunder, file such amendments to or restatements of the Certificate, and such other documents and instruments, in such public offices in the State of Delaware or elsewhere as the Manager deems advisable to give effect to the provisions of this Agreement and the Certificate, to effect the formation of and the conduct of business by, the Company, and to preserve the character of the Company as a limited liability company.

**1.2 Name; Place of Business; Registered Office and Agent.**

The name of the Company shall be "ALLTEL Newco LLC" or such other name as the Manager shall hereafter designate. The Company may do business under that name and under any other name or names which the Manager selects in its sole discretion. If the Company does business under a name other than that set forth in the Certificate, then the Company shall file a fictitious name certificate or any other documents that are required by applicable law. The principal office and place of business

of the Company shall be 5565 Glenridge Connector, Atlanta, Georgia 30342, or any other location which the Manager shall select. The registered agent for service of process at the registered office of the Company is The Corporation Trust Company. The registered office of the Company is located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

**1.3 Purpose.** The purpose of the Company is to engage in any lawful activity and exercise all powers necessary to or reasonably connected with the Company's purpose which may be legally exercised by limited liability companies under the Delaware Act.

**1.4 Dissolution.**

**1.4.1 Events Causing Dissolution.** The Company shall be dissolved and its affairs wound up upon the earlier of the following to occur:

- (a) the agreement of the Members to dissolve the Company; or
- (b) the entry of a decree of judicial dissolution under Section 18-802 of the Delaware Act.

No other event shall cause the dissolution of the Company.

**1.4.2 Liquidation of Property and Application of Proceeds.**

Upon the dissolution of the Company, the Manager will wind up the Company's affairs in accordance with the Delaware Act, and will be authorized to take any and all actions contemplated by the Delaware Act as permissible, including, without limitation:

- (a) prosecuting and defending suits, actions, investigations and proceedings, whether civil, criminal, or administrative;
- (b) settling and closing the Company's business;
- (c) liquidating and reducing to cash the Property as promptly as is consistent with obtaining its fair value;
- (d) discharging or making reasonable provision for the Company's liabilities; and
- (e) distributing the proceeds of liquidation and any undisposed Property to the Members in proportion to the positive balances in their Capital Accounts.

None of the foregoing actions in this Section 1.4.2 will affect the liabilities of any Member or Manager, and shall not impose any liability upon a liquidating trustee, if any, for the Company.

**1.5 Books, Records and Tax and Accounting Matters.**

1.5.1 Books and Records. The Manager shall keep or cause to be kept and maintained at the Company's principal place of business complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The records shall include, but not be limited to, complete and accurate information regarding the state of the business and financial condition of the Company, a copy of the Certificate and all amendments to the Certificate and a copy of this Agreement and all amendments to this Agreement, and the Company's federal, state, or local tax returns. The books and records shall be maintained in accordance with GAAP.

1.5.2 Tax and Accounting Decisions. All decisions as to tax and accounting matters, including but not limited to the making of any tax elections, shall, except to the extent that this Agreement specifically provides otherwise, be made by the Manager. All such accounting decisions hereunder shall be in accordance with GAAP. The Manager may rely upon the advice of the Company's accountants as to whether such decisions are in accordance with GAAP.

1.5.3 Taxable and Fiscal Years. The Company's taxable and fiscal year shall be the calendar year.

1.5.4 Depositories. All funds from whatever source received (but no funds not belonging to the Company) of the Company shall be deposited in one or more accounts maintained for the Company. The Manager shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein. All expenses of the Company shall be paid from such accounts. Unless otherwise determined by the Manager, all Persons who have authority with respect to the accounts and the funds therein shall be bonded under a blanket commercial bond insuring the Company against loss, and such accounts shall be insured against loss from forgery.

1.5.5 Title to Company Property. All Property shall be owned by the Company and, insofar as permitted by applicable law, the Members shall have no ownership interest in the Property. Except as otherwise provided by law, an ownership interest in the Company shall be personal property for all purposes.

1.5.6 Tax Returns. The Manager shall cause the Company's accountants to prepare all federal, state, municipal and other tax returns that the Company is required to file, and file with the appropriate taxing authorities all returns required to be filed by the Company in a manner required for the Company to be in compliance with any law governing the timely filing of such returns.

## 2. MEMBERS

### 2.1 Rights and Obligations of Members.

2.1.1 Units. A Member's interest in the Company shall be represented by Units having such rights, duties and privileges as are set forth herein. As used in this Agreement, a Member's "Percentage Interest" means the result, expressed as a percentage, obtained by dividing (a) the number of Units held of record by such Member hereto, by (b) the aggregate number of Units held by all Members. Upon execution of this Agreement, each of the Initial Members shall receive a number of Units such that such Initial Member's Percentage Interest is equal to such Initial Member's pro-rata share of the net value of the Initial Members' contributions pursuant to the Contribution Agreement.

2.1.2 Priority and Return of Capital. Except as otherwise specifically set forth in this Agreement, no Member shall have the right to demand or receive Property other than cash in return for a Capital Contribution or as a distribution pursuant to Article 4; nor shall such Member have priority over any other Member, either as to the return of Capital Contributions or as to any distributions pursuant to Article 4.

### 2.2 Meetings.

2.2.1 Meetings. Meetings of Members will be called by the Manager whenever the Manager deems necessary or when requested in writing to do so by a Member. Any such meetings shall be held at the principal place of business of the Company, or at such other location as determined by the Manager or Members holding a Majority in Interest, or may be held by means of a conference call or similar communications by means of which all Persons participating in the meeting can hear each other and be heard.

2.2.2 Quorum. The representation of Members owning Units representing at least a Majority in Interest in person or by proxy shall constitute a quorum at any meeting of Members.

2.2.3 Manner of Acting. If a quorum is present, the affirmative vote of Members holding a Majority in Interest is the act of the Members, except as expressly provided otherwise by this Agreement or the Delaware Act. No Member shall be prohibited from voting on a matter solely because the matter relates to such Member or an affiliate of such Member.

2.2.4 Proxies. At all meetings of Members, a Member may vote in person or by proxy. A Member may appoint a proxy by executing a writing that authorizes another Person or Persons to vote or otherwise act on the Member's behalf. Such writing must be filed with the Manager before or at the time of the meeting. No appointment of proxy is valid after 11 months from the date of its execution, unless otherwise provided in such writing.

2.2.5 Action by Members Without a Meeting. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting, upon the same notice as would be required for a meeting, and without a vote, if a consent or consents in writing are signed by not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Members entitled to vote thereon were present. The action must be evidenced by one or more written consents describing the action taken, signed by all the Members entitled to take such action and delivered to the Company for inclusion in its records, and a copy of such written consents shall be delivered to each Member. Action taken under this Section 2.2.5 is effective when the Members required to approve such action have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting is the date the first Member signs a written consent.

2.2.6 Notice. The Manager must provide each Member with at least five (5) days' prior notice of a meeting of the Members in accordance with Section 6.2.2. The notice must contain the date, time and place of such meeting. The notice shall state the purpose or purposes of the meeting with reasonable particularity and shall contain a description of the items to be acted upon, including, if applicable, copies of any amendments proposed to be made to the Certificate or this Agreement and of all agreements then available in respect of a transaction for which Member approval is being sought pursuant to Section 2.2.9.

2.2.7 Waiver of Notice. A Member may waive any notice required by the Delaware Act, the Certificate or this Agreement before or after the date and time of the meeting or event for which notice is required or before or after the date and time stated in the notice. The waiver must be in writing, signed by the Member entitled to the notice and be delivered to the Company for inclusion in its records. A Member's attendance at a meeting, whether in person or by telephone conference call or similar communication methods, waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

2.2.8 Member Representative. Each Member may duly authorize one or more of their respective officers or agents to be such Member's representative and agent with full authority to cast all votes and grant all approvals and consents to be given by such Member ("Member's Representative"). In the event of any conflict among the instructions or directions given by the Members' Representatives of a Member, neither the Company nor any other Member shall have any obligation to act (or, as the case may be, refrain from action) until the Members' Representatives of such Member shall have jointly given instructions or directions resolving such conflict.

2.2.9 Certain Member Approvals. The following actions shall require the approval of the Members: (i) dissolution or winding up of the Company; (ii) merger or consolidation of the Company; and (iii) amendments to this Agreement.

**2.3 Capital Contributions.**

2.3.1 Initial Member's Capital Contribution. Each Initial Member's Capital Account shall be equal to the value of its net contributions pursuant to the Contribution Agreement.

2.3.2 Additional Contributions. Members may, but are not required to, contribute such other amounts or property as they may from time to time deem necessary or appropriate. Members shall have no personal liability for any obligation of the Company.

2.3.3 Other Matters.

(a) Except as otherwise provided in this Agreement, no Member shall have the right to the return of Capital Contributions. No Member is entitled to interest on any Capital Contribution.

(b) The Manager have no personal liability for the repayment of any Capital Contribution of any Member.

2.3.4 Negative Capital Accounts. No Member is obligated to restore a negative balance in such Member's Capital Account.

2.4 Loans. Members may lend money to the Company as approved by the Manager. If a Member makes a loan to the Company pursuant to this Section 2.4, the amount of any such loan is not an increase in the Member's Capital Contribution or Units, nor does such loan entitle the Member to any increase in the share of distributions of the Company, nor subject the Member to any greater proportion of the Losses that the Company may sustain. The amount of any such loan shall be a debt due from the Company to the Member, on such terms as determined reasonably by the Manager.

2.5 Effects of Events Resulting in Cessation of Membership. Upon the occurrence of any of the events specified in Section 18-304 of the Delaware Act, a Member will remain a Member of the Company notwithstanding the provisions of such section of the Act. If a Member is dissolved or terminated, the powers of the Member may be exercised by its successor or Personal Representative.

**3. MANAGEMENT**

**3.1 The Manager.**

3.1.1 Management and Authority. Except for situations in which the approval of the Members is required under Section 2.2.9 or by applicable law, (i) the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Manager who may, but need not be, a Member; and (ii) the Manager may make all decisions and take all actions for the Company not otherwise provided in this Agreement, including, without limitation, setting the general policies of the Company.



3.1.2 Classes, Number, Tenure and Qualifications. The Company shall have one Manager, who shall initially be Cingular Wireless LLC; provided, however, that Cingular Wireless LLC hereby tenders, and the Initial Members hereby accept, its resignation as the Manager effective upon the closing of the transactions contemplated by the Purchase Agreement. The Manager shall hold office at the pleasure of the Members, which Members may at any time, and from time to time, remove the Manager then in office with or without cause, and appoint a substitute Manager to serve in their stead, which shall be effective at such time as determined by the Members and which may be effective immediately.

3.1.3 [Intentionally Omitted.]

3.1.4 Waiver of Notice. The Manager may waive any notice required by the Delaware Act, the Certificate or this Agreement before or at the date and time of the meeting or event for which notice is required or before or at the date and time stated in the notice. The waiver must be in writing, be signed by the Manager and be delivered to the Company for inclusion in its records.

3.1.5 Action by Manager Without a Meeting. Any action required or permitted to be taken at a meeting of the Manager(s) may be taken without a meeting, upon the same notice as would be required for a meeting, and without a vote, if such action is approved by the written consent of the Manager. Such written consents shall be delivered to the Company for inclusion in its records. Action taken under this Section 3.1.5 is effective when the Manager has signed the consent, unless the consent specifies a different effective date.

3.1.6 Duties and Obligations of Manager and Tax Matters Person.

(a) The Manager shall take all actions necessary or appropriate (i) for the continuation of the Company's valid existence as a limited liability company under the Delaware Act and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Members or to enable the Company to conduct the business in which it is engaged and (ii) for the accomplishment of the Company's objects, purposes and powers.

(b) The Manager is not required to devote full time to the performance of their duties under this Agreement and may have or engage in other business interests, which may be competitive with the business of the Company. The Manager will not incur any liability to the Company or any other Person solely by engaging in any other business or venture, competitive or otherwise.

(c) The Tax Matters Person may, among other things, enter into and execute on behalf of all Members an agreement with the Internal Revenue Service extending the statute of limitations for making an assessment of federal income taxes or the time periods relating to submitting administrative adjustment requests for the Company. In the event of an audit of the Company's federal income tax return, the Tax Matters Person will provide all Members with the information required by law relating to

the administrative or judicial proceedings for the adjustment of Company items. The Tax Matters Person is entitled to reimbursement by the Company for all expenses reasonably incurred by it in representing the Company in any administrative or judicial proceeding relating to the tax treatment of Company items.

3.1.7 Liability of Members and Managers. A Member or Manager of the Company is not liable to the Company or to any Member or Manager for any action taken, or any failure to take any action, as a Member or Manager, except for liability (a) with respect to intentional misconduct or a knowing violation of law, or (b) to the extent required by this Agreement, the Delaware Act or other applicable law. If the Delaware Act is hereafter amended to authorize the further elimination or limitation of the liability of members or managers, then the liability of a Member or Manager of the Company, in addition to the limitation on liability provided herein, shall be limited to the fullest extent permitted by the amended Delaware Act. In the event that any of the provisions of this Section 3.1.7 (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

3.1.8 Resignation. The Manager may resign at any time by giving written notice to the Company or the Members. The resignation of a Manager takes effect upon receipt of such notice or at such later time as is specified in such notice, and, unless otherwise specified in such notice, the acceptance of such resignation is not necessary to make it effective. The resignation of the Manager does not affect the Manager's rights as a Member and does not constitute a withdrawal of a Member.

### 3.2 Officers.

3.2.1 General. The Manager may appoint individuals to supervise the day-to-day operations of the Company. The Manager may appoint individuals with or without such titles as the Managers may elect, including a President, one (1) or more Vice Presidents, Treasurer, Secretary and Assistant Secretary and such other officers and agents as the Manager shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Manager. Any person may hold two (2) or more offices. No officer or agent need be a Member, a Manager, or a resident of the State of Delaware.

The officers of the Company shall hold office until their successors are chosen and shall qualify. Any officer elected or appointed by the Manager may be removed at any time by the Manager. Any vacancy occurring in any office of the Company by death, resignation, removal or otherwise shall be filled by the Manager.

Officers and agents shall have such authority and perform such duties in the management of the Company as are provided in this Agreement or as may be determined by resolution of the Manager not inconsistent with this Agreement.

3.2.2. President. The President shall, subject to the control of the Manager, have general supervision, direction and control of the business and officers of the Company. He shall exercise the duties usually vested in the chief executive officer and perform such other powers and duties as may be assigned to him from time to time by the Manager or prescribed by this Agreement. He shall preside at meetings of the Manager and of the Members unless he shall be absent, and he shall have power to call special meetings of the Members and the Manager for any purpose or purposes, to appoint and discharge, subject to the approval or review by the Manager, employees and agents of the Company and to fix their compensation, and shall make and sign contracts and agreements in the name of and on behalf of the Company. The President shall put into operation such business policies of the Company as shall be decided upon by the Manager. In carrying out the business policies of the Manager, the President shall have the general management and control of the business and affairs of the Company and shall be the managing executive officer of the Company, and the President, in carrying out such business policies, is given the necessary authority to discharge such responsibility. He shall see that the books, reports, statements and certificates required by the statutes under which the Company is organized or any other laws applicable thereto, are properly kept, made and filed according to law. The President shall, in general, have supervisory power over the other officers, the committees and the business activities of the Company, subject to the approval or review of the Manager, and he shall generally do and perform all acts incident to the office of President or which are authorized or required by law.

3.2.3 Vice Presidents. The Vice Presidents in the order of their seniority, unless otherwise determined by the Manager, shall, in the absence or disability of the President, perform the duties and exercise the power of the President. They also shall generally assist the President and exercise such other powers and perform such other duties as are delegated to them by the President and as the Manager shall prescribe.

3.2.4 Treasurer.

(a) Custody of Funds. The Treasurer shall have the custody of the funds and securities of the Company and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and in addition, he shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager.

(b) Disbursal. The Treasurer shall disburse the funds of the Company as may be ordered by the Manager, taking proper vouchers for such disbursements, and he shall render to the President and the Manager, when the Manager so requires, an account of all his transactions as Treasurer and of the financial condition of the Company.

(c) Surety Bond. If required by the Manager, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Manager for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal

from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

(d) Additional Duties. The Treasurer shall perform such other duties and have such other authority and powers as the Manager may from time to time prescribe or as the President may from time to time delegate.

3.2.5 Secretary. The Secretary shall attend all meetings of the Manager and all meetings of the Members and record all the proceedings of such meetings in a book to be kept for that purpose, and shall perform like duties for any standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Manager, and shall perform such other duties as may be prescribed by the Manager or President, under whose supervision he shall be.

3.2.6 Assistant Secretaries. The Assistant Secretaries, in the order of their seniority, unless otherwise determined by the Manager, shall, in the absence or disability of the Secretary, perform the duties and have the authority and exercise the powers of the Secretary. They shall perform such other duties and have such other powers as the Secretary or the Manager may from time to time prescribe or as the President may from time to time delegate.

### 3.3 Indemnification of Manager and Officers.

#### 3.3.1 Generally.

(a) The Company, its receiver or its trustee shall indemnify, save harmless, and pay all judgments and claims against the Manager, officers, employees and agents relating to any liability or damage incurred by reason of any act performed or omitted to be performed by such Manager, officers, employees and agents in connection with the business of the Company and acting in such capacity, including attorneys' fees incurred by such Manager, officers, employees and agents in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, including all such liabilities under federal and state securities laws (including the Securities Act of 1933, as amended) as permitted by law. The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 3.3.1 shall continue as to a Person who has ceased to be a Manager, officer, director or agent of the Company and shall inure to the benefit of the heirs, executors and administrators of such Person.

(b) Notwithstanding anything in this Section 3.3.1 to the contrary, the Company will not have the obligation of indemnifying any Person with respect to actions initiated or brought voluntarily by such Person and not by way of or in connection with defending any such actions.

(c) Nothing in this Section 3.3.1 is intended to expand the scope of indemnification set forth in the Purchase Agreement, and nothing herein shall be

deemed to amend, supersede, or otherwise modify the indemnification provisions included in the Purchase Agreement. To the extent of any conflict between this Section 3.3.1 and the indemnification provisions in the Purchase Agreement, the Purchase Agreement shall govern.

3.3.2 Insurance. The Company may purchase and maintain insurance on behalf of any one or more indemnitees under this Section 3.3.1 and such other Persons as the Manager shall determine against any liability which may be asserted against or expense which may be incurred by such Person in connection with the Company's activities, whether or not the Company would have the power to indemnify such Person against such liability or expense under the provisions of this Agreement. The Company may enter into indemnity contracts with indemnitees and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 3.3 and containing such other procedures regarding indemnification as are appropriate.

#### 3.4 Liability of Manager.

3.4.1 The Manager shall not be liable to the Company, in damages or otherwise, for any error of judgment, for any mistake of fact or of law, or for any other act or thing which the Manager may do or refrain from doing in connection with the business and affairs of the Company, except with respect to intentional misconduct or knowing violation of law, or to the extent required by this Agreement, the Delaware Act or other applicable law.

3.4.2 The failure of the Company or the Manager to observe any formalities relating to the management or operation of the Company's business or affairs shall not be grounds for imposing personal liability on the Members.

3.4.3 The Manager or any affiliate of the Manager may transact business freely with the Company and no transaction with the Company by the Manager or any affiliate of the Manager shall be void or voidable solely because the Manager or any affiliate has an interest, direct or indirect, in the transaction.

### 4. ALLOCATIONS AND DISTRIBUTIONS

#### 4.1 Allocations of Profit and Loss.

4.1.1 Profits and Losses. Except as otherwise provided in Section 4.1.2, any Profits or Losses recognized by the Company in any fiscal year or other period shall be allocated among the Members in proportion to their Percentage Interests.

#### 4.1.2 Special Allocation Rules.

(a) Allocable Cash Basis Items. Any "allocable cash basis item" of the Company (as defined in Section 706(d) of the Code) for any fiscal year that

is required to be allocated to the Members in the manner provided in Section 706(d) of the Code must be allocated to the Members in the manner so required.

(b) Limitation on Loss Allocation. Notwithstanding the provisions of Section 4.1 hereof, if the amount of Loss that would otherwise be allocated to a Member in any fiscal year under Section 4.1.1 hereof would cause or increase a Member's Adjusted Capital Account Deficit as of the last day of such fiscal year, then a proportionate part of such Loss equal to such excess shall be allocated to the other Members to the extent such allocation can be made without violating the provisions of this Section 4.1.2(b) with respect to such other Members.

(c) Qualified Income Offset. Notwithstanding any provision hereof to the contrary, if a Member unexpectedly receives in any fiscal year any adjustment, allocation or distribution described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5), or (6), and if a Member has an Adjusted Capital Account Deficit as of the last day of such fiscal year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income and gain) for such fiscal year (and, if necessary, for subsequent fiscal years) shall be allocated to the Member in the amount and in the manner necessary to eliminate such Adjusted Capital Account Deficit as quickly as possible.

(d) Gross Income Allocation. Notwithstanding any provision hereof to the contrary, if a Member has an Adjusted Capital Account Deficit as of the last day of any fiscal year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income and gain, including gross income) for such fiscal year shall be allocated to such Member in the amount and in the manner necessary to eliminate such Adjusted Capital Account Deficit as quickly as possible.

(e) Minimum Gain Chargeback. Notwithstanding any provision hereof to the contrary, any item of Company income or gain for any fiscal year (or any portion of any such item) that is required to be allocated to the Members under Regulations Sections 1.704-2(f) or 1.704-2(i)(4) shall be allocated to the Members for such fiscal year in the manner so required by such Regulations, including Regulations Section 1.704-2(j)(2).

(f) Member Non-recourse Deductions. Notwithstanding any provision hereof to the contrary, any item of Company loss, deduction or expenditure described in Section 705(a)(2)(B) of the Code for any fiscal year (or any portion of any such item) that is required to be allocated to the Members under Regulations Section 1.704-2(i)(1) shall be allocated to the Members for such fiscal year in the manner so required by such Regulation.

(g) Curative Allocations. The allocations set forth in subsections (b) through (f) of this Section 4.1.2 (the "Regulatory Allocations") are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Regulations. Notwithstanding any other provision of this Article 4 other than the Regulatory Allocations, the Regulatory Allocations shall be taken into account in

allocating Profits, Losses and items of Company income, gain, loss and deduction to the Members so that, to the extent possible, the net amount of such allocations of Profits, Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred.

(h) Transfer of Units. If one or more Unit(s) are transferred during any fiscal year of the Company, the Company income or loss attributable to such Unit(s) for such fiscal year shall be allocated between the transferor and the transferee in any manner permitted by law as they shall agree; *provided, however*, that if the Company does not receive on or before January 31 of the year following the year in which the transfer occurs, written notice stating the manner in which such parties have agreed to allocate such Company income or loss, then all such Company income or loss shall be allocated between the parties based on the percentage of the year each party was, according to the books and records of the Company, the owner of record of the Company interest(s) transferred during that year.

#### 4.1.3 General Rules.

(a) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction for federal and state income tax purposes, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for the year.

(b) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Manager using any permissible method under Code Section 706 and the Regulations thereunder.

4.1.4 Power of Manager to Vary Allocations of Profits and Losses. It is the intent of the Members that each Member's allocable share of Profits and Losses shall be determined and allocated in accordance with the provisions of this Section 4.1 to the fullest extent permitted by Section 704(b) of the Code, or its statutory successor. However, if the Company is advised that the allocations provided in this Section 4.1 will not be respected for Federal income tax purposes, the allocation provisions of this Agreement shall be amended, on advice of accountants or legal counsel, in the manner and to the extent in the best interest of and consistent with, the economic sharing of all of the Members, but in no event shall such reallocation be greater than the minimum reallocation necessary so that the allocation in this Section 4.1 will be respected for Federal income tax purposes.

4.1.5 Section 704(c) Allocation. In accordance with Code Section 704(c) and the Regulations thereunder and with Section 1.704-1(b)(2)(iv)(f)(4) and 1.704-1(b)(4)(i) of the Regulations, income, gain, loss and deduction with respect to any Property contributed to the capital of the Company or Property revalued on the Company's books and in the Capital Accounts shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of

such Property to the Company for federal income tax purposes and its initial Gross Asset Value.

#### 4.2 Distributions.

4.2.1 Discretionary Distributions. Subject to the discretion of the Manager and except as provided in Section 1.4.2 relating to the liquidation of the Company, distributions of the Company shall be made annually, or at such other times as determined by the Manager, to the Members in proportion to their Percentage Interests.

4.2.2 Distribution Among Members. If any Units are sold, assigned or transferred during any accounting period, all distributable earnings accrued on or before the date of such Transfer will be made to the transferor, and all distributable earnings after such date will be made to the transferee.

4.2.3 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or distribution to a Member will be treated as amounts distributed to the respective Member pursuant to this Section 4.2 for all purposes of this Agreement.

4.2.4 Proceeds Available Upon Dissolution. Upon the dissolution and winding up of the Company, subject to (a) the requirements of Section 1.4.2, (b) the payment of all liabilities of the Company, including any debts owed to a Member, and (c) the establishment of such Reserves as the Manager reasonably deem necessary for any contingent or unforeseen liabilities or obligations, the proceeds from such liquidation will be distributed, as expeditiously as possible, to Members in proportion to the positive balances in their Capital Accounts.

4.2.5 In Kind Distributions. If any assets of the Company are distributed in kind, such assets will be distributed to Members entitled to such distribution as tenants-in-common in the same proportions as such Members would have been entitled to cash distributions, unless otherwise agreed to by the Members.

4.2.6 Limitation Upon Distributions. No distribution shall be made to Members if prohibited by the Delaware Act.

#### 5. TRANSFERS.

5.1 Transfer of Interests. A Member may at any time and from time to time Transfer all or any portion of, or rights in, the Member's Units. If a Member Transfers all of the Member's Units, and such Person shall thereafter cease to be a Member and the transferee shall automatically be admitted to the Company as a Member.



## 6. DEFINITIONS AND MISCELLANEOUS

### 6.1 Definitions.

As used in this Agreement, the following terms shall have the following meanings:

***“Adjusted Capital Account Deficit”*** means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Such Capital Account shall be increased to reflect the amounts, if any, which such Member is obligated to restore to the Company or is treated or deemed to be obligated to restore pursuant to Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1)(ii) and 1.704-2(i)(5);

(b) Such Capital Account shall be reduced to reflect any items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6);

(c) If such Adjusted Capital Account Deficit is being determined as of the last day of a fiscal year for purposes of Section 4.1.2(b) hereof, then such Capital Account shall be adjusted to reflect the allocation to such Member of all amounts required to be allocated to such Member for such fiscal year under Article 4 hereof (other than Section 4.1.1);

(d) If such Adjusted Capital Account Deficit is being determined as of the last day of a fiscal year for purposes of Section 4.1.2(d) hereof, then such Capital Account shall be adjusted to reflect the tentative allocation to such Member of all amounts that would be required to be allocated to such Member for such fiscal year if neither Section 4.1.2(d) nor Section 4.1.2(c) were a part of this Agreement; and

(e) If such Adjusted Capital Account Deficit is being determined as of the last day of a fiscal year for purposes of Section 4.1.2(c) hereof, then such Capital Account shall be adjusted to reflect the tentative allocation to such Member of all amounts that would be required to be allocated to such Member for such fiscal year if Section 4.1.2(c) were not a part of this Agreement.

***“Agreement”*** means this Limited Liability Company Operating Agreement, as it may be amended in accordance with the provisions hereof and of the Delaware Act.

***“Capital Account”*** means with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

(a) To each Member’s Capital Account there shall be credited such Member’s Capital Contributions, such Members’ distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section

4.1.2 hereof, and the amount of any Company liabilities assumed by such Member or which are secured by any Property distributed to such Member;

(b) To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 4.1.2 hereof, and the amount of any liabilities of such Member assumed by the Company or which are secured by any Property contributed by such Member to the Company;

(c) Subject to the provisions of this Agreement, in the event any interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest; and

(d) In determining the amount of any liability for purposes of clauses (a) and (b) of this definition, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. The Managers are authorized to make modifications to the manner in which Capital Accounts are computed, if it is determined that such adjustments are necessary in order to comply with such Regulations, *provided that* such adjustments are not likely to have a material effect on the amounts distributable to a Member hereunder upon the dissolution of the Company in accordance with Article 1.4.

**"Capital Contributions"** means with respect to any Member, the amount of money and the initial Gross Asset Value of any Property (other than money) contributed to the Company with respect to the Units held by such Member.

**"Certificate"** means the Certificate of Formation of the Company, duly filed with the Secretary of State of the State of Delaware, as amended from time to time.

**"Code"** means the United States Internal Revenue Code of 1986, as amended, or any successor provisions thereto.

**"Company"** means ALLTEL Newco LLC, a limited liability company organized and existing under the Delaware Act.

**"Delaware Act"** means the Delaware Limited Liability Company Act, as amended.

**"Depreciation"** shall mean, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of

an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis, provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managers.

**"GAAP"** means United States generally accepted accounting principles consistently applied.

**"Gross Asset Value"** means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the fair market value of such asset, as determined by the contributing Member and the Company;

(b) The Gross Asset Values of each item of Property shall be adjusted to equal its gross fair market value, as determined by the Manager, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member either in exchange for more than a *de minimis* Capital Contribution or through the exercise of an option to acquire such interest; (ii) the distribution by the Company to a Member of more than a *de minimis* amount of Property; and (iii) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); *provided, however*, if Gross Asset Values are adjusted as provided herein, the Member's Capital Accounts shall be restated in accordance with Regulations Section 1.704-1(b)(2)(iv)(f) and that adjustments pursuant to clauses (i) and (ii) above shall be made only if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) The Gross Asset Value of any Property distributed to any Member shall be its fair market value on the date of distribution; and

(d) The Gross Asset Values of Property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such Property pursuant to Code Section 734(b) or Code Section 743(b) but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); *provided, however*, Gross Asset Values shall not be adjusted pursuant to this clause (d) to the extent the Manager determines that an adjustment pursuant to clause (b) of this definition is necessary or appropriate and such adjustment is made in connection with a transaction that would otherwise result in an adjustment pursuant to clause (d) of this definition.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to clauses (a), (b) or (d) of this definition, such Gross Asset Value shall

thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

**"Majority in Interest"** means Members owning more than fifty percent (50.0%) of the outstanding Units.

**"Manager"** means the Person described in Section 3.1.2 of this Agreement.

**"Member"** means each party who, as of the date hereof, holds Units in the Company and signs a counterpart of this Agreement as a Member, so long as such party maintains Units in the Company, and each party who may thereafter become a Member by holding Units in the Company, so long as such party maintains Units in the Company.

**"Members"** means collectively, all of the Members."

**"Percentage Interest"** has the meaning set forth in Section 2.1.1 of this Agreement.

**"Person"** means any individual, partnership, corporation, trust, unincorporated association, joint venture, limited liability company or other entity or any government, a governmental agency or authority.

**"Personal Representative"** means the Person acting in a representative capacity as the executor or administrator of a Member's estate or the duly appointed guardian of the Property of a Member.

**"Profits" and "Losses"** means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition, shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to clauses (b) or (c) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with the definition of Depreciation herein; and

(f) Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.1.2 hereof shall not be taken into account in computing Profits or Losses.

**"Property"** means all assets owned by the Company and forming a part of or in any way related to or used in connection with the ownership, operation and management of the business of the Company, including, without limitation, all real property and personal property.

**"Purchase Agreement"** means the Exchange Agreement, as amended, dated as of November 24, 2004, by and between Cingular Wireless LLC and ALLTEL Corporation.

**"Regulations"** means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such Regulations may be amended (including corresponding provisions of succeeding regulations).

**"Regulatory Allocation"** has the meaning provided in Section 4.1.2(g) hereof.

**"Reserves"** means, with respect to any period, the amount of funds as reasonably determined by the Managers set aside, or amounts allocated during such period, for (a) funding reserves for contingent liabilities, working capital, repairs, replacements, renewals, (b) paying taxes, insurance, debt service, or other costs or expenses incident to the ownership or operation of the Company, and (c) any other purposes deemed by the Manager necessary or appropriate to meet the current or anticipated future needs of the Company.

**"Tax Matters Person"** means Cingular Wireless LLC, who is designated to act on behalf of the Company as the "tax matters partner" within the meaning of that term in Code Section 6231(a)(7) in administrative and judicial proceedings relating to the determination of Company items of income, deduction, and credit for federal income tax purposes; provided, however, that Cingular Wireless LLC shall cease to be the Tax Matters Person upon the transfer of the all of the outstanding Units to ALLTEL Corporation pursuant to the Purchase Agreement.

**"Transfer"** means, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, or other disposition and, as a verb, voluntarily or involuntarily to

transfer, sell, pledge, hypothecate, or otherwise dispose of, whether for consideration or gratuitously.

"Unit" means each unit of economic interest of the Members in the Company.

The foregoing definitions shall include the singular as well as the plural forms, and each gender of such term as applicable. When used herein, the words "include" or "including" shall mean include without limitation, without regard to any enumeration of items that may follow such terms.

## 6.2 Miscellaneous.

6.2.1 Limitation on Liability. Except as otherwise expressly provided by the Delaware Act or expressly provided in the Purchase Agreement or in a written agreement to which the affected Member or Manager is a party, all debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise ("Debts"), shall be solely the debts, obligations and liabilities of the Company, and no Member or Manager shall be obligated personally for any Debts solely by reason of being a Manager or a Member.

6.2.2 Notices. All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement must be in writing and signed by the party giving the same and shall be deemed given when personally delivered, the next day after being sent by an overnight delivery service, or three days after being mailed by registered or certified mail (return receipt requested), in each case to the intended recipient at the address on Exhibit A or to any other address of which prior written notice has been given.

6.2.3 Severability. In the event any provision of this Agreement is determined to be invalid, such provision is deemed stricken from this Agreement, which will continue in full force and effect as if the offending provision were never a part of this Agreement.

6.2.4 Captions. Captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or prescribe the scope of this Agreement or the intent of any provision.

6.2.5 Benefits and Burdens. The restrictions and covenants set forth in this Agreement and each of the other terms and provisions of this Agreement are binding upon, and inure to the benefit of, the successors, assigns, personal representatives, estates, heirs and legatees of Members.

6.2.6 Applicable Law. Notwithstanding the place where this Agreement may be executed by any of the parties, the parties expressly agree that all the terms and provisions of this Agreement are construed under and governed by the laws of the State of Delaware.

6.2.7 Entire Agreement. This Agreement, together with its Exhibits and Schedules, and the Purchase Agreement constitute the entire agreement of the parties with respect to matters set forth in this Agreement and the Purchase Agreement and supersede any prior understanding or agreement, oral or written, with respect to such matters. In the event of a conflict between any provision of this Agreement and any provision of the Purchase Agreement, the provisions of the Purchase Agreement shall control and determine the understanding and agreement of the parties.

6.2.8 Agreement in Counterparts. This Agreement may be executed in two or more identical counterparts, and when executed by all parties thereto, such counterparts shall constitute one and the same Agreement, binding on all the parties, notwithstanding that all the parties are not signatories to the original or the same counterpart.

6.2.9 Amendment. Any amendment, modification or waiver of this Agreement must be approved in accordance with Section 2.2.9; provided, that the Manager shall be authorized to amend Exhibit A from time to time without Member approval insofar as is necessary to reflect any Transfers or duly approved issuances of additional Units or other equity interests in the Company.

6.2.10 Further Assurances. Each Member agrees to execute and deliver all such further instruments and do all such further acts as the Manager deems necessary or advisable to effectuate this Agreement.

[Signatures Follow On Next Page]

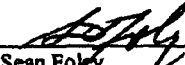
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

**THE COMPANY:**

ALLTEL NEWCO LLC



By: Cingular Wireless LLC, Its Manager

By:   
Sean Foley  
Vice President, Treasurer and  
Corporate Development

[Signatures Continue on Next Page]



**EXHIBIT A  
MEMBERS OF ALLTEL NEWCO LLC**

<b><u>Members' Names and Addresses</u></b>
<b>TRITEL COMMUNICATIONS, LLC</b> 5565 Glenridge Connector Atlanta, Georgia 30342
<b>HOUSTON CELLULAR TELEPHONE COMPANY, LP</b> 5565 Glenridge Connector Atlanta, Georgia 30342
<b>TELECORP COMMUNICATIONS, LLC</b> 5565 Glenridge Connector Atlanta, Georgia 30342
<b>NEW CINGULAR WIRELESS SERVICES OF TULSA, LLC</b> 5565 Glenridge Connector Atlanta, Georgia 30342
<b>NEW CINGULAR WIRELESS PCS, LLC</b> 5565 Glenridge Connector Atlanta, Georgia 30342
<b>NEW CINGULAR WIRELESS SERVICES PURCHASING COMPANY, LP</b> 5565 Glenridge Connector Atlanta, Georgia 30342

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into as of this 14<sup>th</sup> day of April, 2005, by and between certain affiliates of Cingular Wireless LLC, a Delaware limited liability company ("Cingular"), set forth on the signature page hereto (collectively, the "Assignors"), on the one hand, and ALLTEL Corporation, a Delaware corporation ("ALLTEL"), on the other hand, with respect to the conveyance of certain limited liability company membership interests to ALLTEL, as contemplated by that certain Exchange Agreement, as amended, dated as of November 24, 2004, (the "Exchange Agreement") by and between Cingular and ALLTEL. Capitalized terms used herein which are not otherwise defined shall have the meanings assigned to them in the Exchange Agreement.

**WHEREAS**, Cingular is the manager of ALLTEL Newco LLC, a Delaware limited liability company ("Newco");

**WHEREAS**, the operations of Newco are governed by that certain Limited Liability Company Operating Agreement, dated as of April 14, 2005;

**WHEREAS**, Assignors constitute all of the members of Newco and collectively hold 100% of the membership interests of Newco;

**WHEREAS**, the Exchange Agreement provides for, among other things, the sale, transfer, conveyance, assignment and delivery (the "Transfer") of all of the membership interests in Newco (the "Newco Interests") to ALLTEL for good and valuable consideration in the amount and on the terms and conditions provided therein; and

**WHEREAS**, Assignors now desire to carry out the intent and purpose of the Exchange Agreement by, among other things, approving the Transfer as the members of Newco and executing and delivering this instrument evidencing the Transfer of the Newco Interests from Assignors to ALLTEL.

**NOW, THEREFORE**, in consideration of mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Assignors hereby sell, transfer, convey, assign and deliver to ALLTEL, effective as of the date hereof, all of Assignors' right, title and interest in the Newco Interests.

2. ALLTEL hereby guarantees and agrees to perform and satisfy the ALLTEL Assumed Liabilities that arise from and after the Closing under contracts (including subscriber contacts) included in the AWS Transferred Assets but excluding any liabilities arising from a breach of such contracts by the AWS Entities or their Affiliates.

3. This Agreement shall be governed by, enforced and construed in accordance with, the laws of the State of Delaware, without giving effect to principles of conflicts of laws.

4. Notwithstanding any other provisions of this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of the parties set forth in the Exchange Agreement, nor shall this Agreement expand or enlarge any remedies under the Exchange Agreement. This Agreement is intended only to effect the Transfer of the Newco Interests pursuant to the Exchange Agreement and shall be governed entirely in accordance with the terms and conditions of the Exchange Agreement.

[Signatures appear on next page]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

**ASSIGNORS:**

**NEW CINGULAR WIRELESS SERVICES OF TULSA, LLC**

By: Cingular Wireless LLC, Its Manager

By: *Sean Foley*  
Sean Foley  
Vice President, Treasurer and  
Corporate Development

**HOUSTON CELLULAR TELEPHONE COMPANY, LP**

By: New Cingular Wireless PCS, LLC, a  
General Partner

By: *Sean Foley*  
Sean Foley  
Vice President, Treasurer and  
Corporate Development

By: McCaw Cellular Communications of  
Texas, LLC, a General Partner

By: *Sean Foley*  
Sean Foley  
Vice President, Treasurer and  
Corporate Development

**NEW CINGULAR WIRELESS PCS, LLC**

By: Cingular Wireless LLC, Its Manager

By: *Sean Foley*  
Sean Foley  
Vice President, Treasurer and  
Corporate Development

**TELECORP COMMUNICATIONS, LLC**

By: Cingular Wireless LLC, Its Manager

By: *Sean Foley*  
Sean Foley  
Vice President, Treasurer and  
Corporate Development

**TRITEL COMMUNICATIONS, LLC**

By: Cingular Wireless LLC, Its Manager

By: *Sean Foley*  
Sean Foley  
Vice President, Treasurer and  
Corporate Development

**NEW CINGULAR WIRELESS SERVICES PURCHASING COMPANY, L.P.**

By: New Cingular Wireless Asset  
Management, LLC, its General  
Partner

By: *Sean Foley*  
Sean Foley  
Vice President, Treasurer and  
Corporate Development

[Signatures continue on next page]

Signature Page to Assignment of Interest in ALLTEL Newco LLC



**ALLTEL:**

ALLTEL CORPORATION

By: \_\_\_\_\_

*Francis X. Frantz*  
Francis X. Frantz  
Executive Vice President