

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA, STATE)
OF ALABAMA, STATE OF CALIFORNIA,)
STATE OF IOWA, STATE OF KANSAS,)
STATE OF MINNESOTA, STATE OF NORTH)
DAKOTA, and STATE OF SOUTH DAKOTA,)

Plaintiffs,

v.

VERIZON COMMUNICATIONS INC., and)
ALLTEL CORPORATION,)

Defendants.

Civil No.:

PRESERVATION OF ASSETS STIPULATION AND ORDER

It is hereby stipulated and agreed by and between the undersigned parties, subject to approval and entry by the Court, that:

I. DEFINITIONS

As used in this Preservation of Assets Stipulation and Order:

A. "Acquirer" or "Acquirers" means the entity or entities to whom defendants divest the Divestiture Assets.

B. "Alltel" means Alltel Corporation, a subsidiary of Atlantis Holdings LLC, a corporation organized and existing under the laws of the State of Delaware, with 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.

C. "CMA" means cellular market area which is used by the Federal Communications Commission ("FCC") to define cellular license areas and which consists of Metropolitan Statistical Areas ("MSAs") and Rural Service Areas ("RSAs").

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

1) Alltel in each of the following CMA license areas:

- (a) Lima OH MSA (CMA 158);
- (b) Hickory NC MSA (CMA 166);
- (c) Fargo-Moorhead ND-MN MSA (CMA 221);
- (d) Mansfield OH MSA (CMA 231);
- (e) Dothan AL MSA (CMA 246);
- (f) Sioux City IA-NE MSA (CMA 253);
- (g) Albany GA MSA (CMA 261);
- (h) Danville VA MSA (CMA 262);
- (i) Sioux Falls SD MSA (CMA 267);
- (j) Billings MT MSA (CMA 268);
- (k) Grand Forks ND-MN MSA (CMA 276);
- (l) Rapid City SD MSA (CMA 289);
- (m) Great Falls MT MSA (CMA 297);
- (n) Bismarck ND MSA (CMA 298);
- (o) Casper WY MSA (CMA 299);
- (p) AL RSA 7 (CMA 313);
- (q) AZ RSA 5 (CMA 322);
- (r) CA RSA 6 (CMA 341);
- (s) CO RSA 4 (CMA 351);
- (t) CO RSA 5 (CMA 352);
- (u) CO RSA 6 (CMA 353);

(v) CO RSA 7 (CMA 354);
(w) CO RSA 8 (CMA 355);
(x) CO RSA 9 (CMA 356);
(y) GA RSA 6 (CMA 376);
(z) GA RSA 7 (CMA 377);
(aa) GA RSA 8 (CMA 378);
(bb) GA RSA 9 (CMA 379);
(cc) GA RSA 10 (CMA 380);
(dd) GA RSA 12 (CMA 382);
(ee) GA RSA 13 (CMA 383);
(ff) ID RSA 2 (CMA 389);
(gg) ID RSA 3 (CMA 390);
(hh) IL RSA 8 (CMA 401);
(ii) IL RSA 9 (CMA 402);
(jj) IA RSA 8 (CMA 419);
(kk) MN RSA 1 (CMA 482);
(ll) MN RSA 2 (CMA 483);
(mm) MT RSA 1 (CMA 523);
(nn) MT RSA 2 (CMA 524);
(oo) MT RSA 4 (CMA 526);
(pp) MT RSA 5 (CMA 527);
(qq) MT RSA 6 (CMA 528);
(rr) MT RSA 7 (CMA 529);
(ss) MT RSA 8 (CMA 530);
(tt) MT RSA 9 (CMA 531);
(uu) MT RSA 10 (CMA 532);
(vv) NV RSA 2 (CMA 544);
(ww) NV RSA 5 (CMA 547);
(xx) NM RSA 1 (CMA 553);
(yy) NM RSA 5 (CMA 557);
(zz) NM RSA 6 (CMA 558);
(aaa) NC RSA 2 (CMA 566);
(bbb) NC RSA 5 (CMA 569);
(ccc) ND RSA 1 (CMA 580);
(ddd) ND RSA 2 (CMA 581);
(eee) ND RSA 3 (CMA 582);
(fff) ND RSA 4 (CMA 583);
(ggg) ND RSA 5 (CMA 584);
(hhh) OH RSA 2 (CMA 586);
(iii) OH RSA 5 (CMA 589);
(jjj) OH RSA 6 (CMA 590);
(kkk) SC RSA 1 (CMA 625);
(lll) SC RSA 2 (CMA 626);

(mmm) SC RSA 3 (CMA 627);
(nnn) SC RSA 7 (CMA 631);
(ooo) SD RSA 1 (CMA 634);
(ppp) SD RSA 2 (CMA 635);
(qqq) SD RSA 3 (CMA 636);
(rrr) SD RSA 4 (CMA 637);
(sss) SD RSA 5 (CMA 638);
(ttt) SD RSA 6 (CMA 639);
(uuu) SD RSA 7 (CMA 640);
(vvv) SD RSA 8 (CMA 641);
(www) SD RSA 9 (CMA 642);
(xxx) UT RSA 3 (CMA 675);
(yyy) UT RSA 4 (CMA 676);
(zzz) UT RSA 5 (CMA 677);
(aaaa) UT RSA 6 (CMA 678);
(bbbb) VA RSA 1 (CMA 681);
(cccc) VA RSA 8 (CMA 688);
(dddd) WY RSA 1 (CMA 718);
(eeee) WY RSA 2 (CMA 719);
(ffff) WY RSA 4 (CMA 721);
(gggg) WY RSA 5 (CMA 722);

2) Verizon, that was acquired from Rural Cellular Corporation in August 2008, in each of the following CMA license areas:

(a) KS RSA 1 (CMA 428);
(b) KS RSA 2 (CMA 429);
(c) KS RSA 6 (CMA 433);
(d) KS RSA 7 (CMA 434);
(e) KS RSA 11 (CMA 438);
(f) KS RSA 12 (CMA 439);
(g) KS RSA 13 (CMA 440); and

3) Verizon (but not including any assets acquired from Rural Cellular Corporation) in each of the following CMA license areas:

(a) MN RSA 7 (CMA 488); and
(b) NE RSA 5 (CMA 537).

The 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 that 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 defendants supply to their 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 the Acquirer(s) either in their entirety, for assets described in (a) below, or through a license obtained through or from defendants, for assets described in (b) below; provided that defendants 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 who are located within the license areas identified above, shall be given the option to terminate their relationship with defendants, without financial cost, at any time within one year of the closing of the Transaction. Defendants shall provide written

notice to these subscribers within 45 days after the closing of the Transaction of the option to terminate.

The divestiture of the 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 defendants' overall wireless telecommunications services business that 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 United States, 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 United States, and at the election of the Acquirer(s), to use any of defendants' retained assets under paragraph (a) above used in operating the mobile wireless telecommunications services businesses being divested, so as to enable the Acquirer(s) to continue to operate the divested mobile wireless telecommunications services businesses without impairment. Defendants shall identify in a schedule submitted to plaintiff United States and filed with the Court as expeditiously as possible following the filing of the Complaint, and in any event prior to any divestiture and before the

approval by the Court of this 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 could not transfer to the Acquirer(s) 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.

E. “Multi-line Business Customer” means a corporate or business customer that contracts with a divesting defendant 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.

F. “Transaction” means the Agreement and Plan of Merger among Cellco Partnership, Airtouch Cellular, Abraham Merger Corporation, Alltel Corporation and Atlantis Holdings LLC, dated June 5, 2008.

G. “Verizon” means defendant Verizon Communications Inc., a Delaware corporation, 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.

II. OBJECTIVES

The proposed Final Judgment filed in this case is meant to ensure defendants’ prompt divestiture of the Divestiture Assets for the purpose of preserving viable competitors in the provision of mobile wireless telecommunications services in order to remedy the effects that the plaintiffs allege would otherwise result from Verizon’s acquisition of Alltel. This Preservation

of Assets Stipulation and Order ensures, prior to such divestitures, that competition is maintained during the pendency of the ordered divestitures, and that, if the Divestiture Assets are placed in a Management Trust, the Divestiture Assets remain ongoing business concerns and the Divestiture Assets remain economically viable. The Divestiture Assets will remain, as provided herein, preserved, independent and uninfluenced by defendants.

III. JURISDICTION AND VENUE

This Court has jurisdiction over the subject matter of this action and each of the parties hereto, and venue of this action is proper in the United States District Court for the District of Columbia. The Complaint states a claim upon which relief may be granted against defendants under Section 7 of the Clayton Act, as amended (15 U.S.C. § 18).

IV. COMPLIANCE WITH AND ENTRY OF FINAL JUDGMENT

A. The parties stipulate that a proposed Final Judgment in the form attached hereto as Exhibit A may be filed with and entered by the Court, upon the motion of any party or upon the Court's own motion, at any time after compliance with the requirements of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16, and without further notice to any party or other proceedings, provided that plaintiff United States has not withdrawn its consent, which it may do at any time before the entry of the proposed Final Judgment by serving notice thereof on defendants and by filing that notice with the Court.

B. Defendants shall abide by and comply with the provisions of the proposed Final Judgment, pending the Judgment's entry by the Court, or until expiration of time for all appeals of any Court ruling declining entry of the proposed Final Judgment. Defendants shall, from the date of the signing of this Stipulation by the parties, comply with all the terms and provisions of

the proposed Final Judgment as though the same were in full force and effect as an order of the Court.

C. Defendants shall not consummate the Transaction sought to be enjoined by the Complaint herein before the Court has signed this Preservation of Assets Stipulation and Order.

D. This Stipulation shall apply with equal force and effect to any amended proposed Final Judgment agreed upon in writing by the parties and submitted to the Court.

E. In the event (1) plaintiff United States has withdrawn its consent, as provided in Section IV.A above, or (2) the proposed Final Judgment is not entered pursuant to this Stipulation, the time has expired for all appeals of any Court ruling declining entry of the proposed Final Judgment, and the Court has not otherwise ordered continued compliance with the terms and provisions of the proposed Final Judgment, then the parties are released from all further obligations under this Stipulation, and the making of this Stipulation shall be without prejudice to any party in this or any other proceeding.

F. Defendants represent that the divestitures ordered in the proposed Final Judgment can and will be made, and that defendants will later raise no claim of mistake, hardship or difficulty of compliance as grounds for asking the Court to modify any of the provisions contained therein.

V. MANAGEMENT TRUSTEE

A. Plaintiff United States, having consulted with plaintiff States, nominates W. Stephen Cannon as Management Trustee in this case, and defendants have no objection to his immediate appointment by this Court. Accordingly, this Court appoints W. Stephen Cannon as Management Trustee to serve as manager of the Management Trust Assets until the Divestiture

Assets are sold to an Acquirer or transferred to a Divestiture Trustee pursuant to Section V of the proposed Final Judgment. Nothing in this Stipulation shall be interpreted to prevent the Management Trustee from becoming the Divestiture Trustee pursuant to Section V of the proposed Final Judgment.

B. Prior to the closing of the Transaction, defendants shall enter into a trust agreement with W. Stephen Cannon, subject to the approval of plaintiff United States, in its sole discretion upon consultation with plaintiff States, that will grant the rights, powers, and authorities necessary to permit him to perform the duties and responsibilities of the Management Trustee pursuant to this Stipulation. The trust agreement shall enable the Management Trustee, on or before the date of the closing of the Transaction, to assume all rights, powers, and authorities necessary to perform his duties and responsibilities, pursuant to this Stipulation and the proposed Final Judgment and consistent with their purposes. W. Stephen Cannon or any subsequently appointed Management Trustee shall serve at the cost and expense of defendants, on such terms and conditions as plaintiff United States approves, with a fee arrangement that is reasonable in light of the person's experience and responsibilities.

C. The Management Trustee will have the following powers and responsibilities with respect to the Divestiture Assets:

(1) the Management Trustee will have the power to manage the Divestiture Assets in the ordinary course of business consistent with this Stipulation. Only with the prior written approval of plaintiff United States upon consultation with plaintiff States, may the Management Trustee make any decision, take any action, or enter any transaction that is outside the ordinary course of business;

(2) the Management Trustee shall have a duty, consistent with the terms of this Stipulation and the proposed Final Judgment, to monitor the organization of the Divestiture Assets; manage the Divestiture Assets in order to maximize their value so as to permit expeditious divestitures in a manner consistent with the proposed Final Judgment; maintain the independence of the Divestiture Assets from defendants; control and operate the Divestiture Assets to ensure that the Divestiture Assets remain an independent, ongoing, economically viable competitor to the other mobile wireless telecommunications services providers and assure defendants' compliance with their obligations pursuant to this Stipulation and the proposed Final Judgment;

(3) the Management Trustee shall have the authority to retain, at the cost and expense of defendants, such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Management Trustee's duties and responsibilities;

(4) the Management Trustee and any consultants, accountants, attorneys, and any other persons retained by the Management Trustee, shall have full and complete access to all personnel, books, records, documents, and facilities of the Divestiture Assets or to any other relevant information as the Management Trustee may reasonably request, including, but not limited to, all documents and records kept in the normal course of business that relate to the Divestiture Assets. Defendants shall develop such financial or other information as the Management Trustee may reasonably request and shall cooperate with the Management Trustee. Defendants shall take no action to interfere with or impede the Management Trustee's ability to monitor defendants' compliance with this Stipulation and the proposed Final Judgment or

otherwise to perform his duties and responsibilities consistent with the terms of this Stipulation and the proposed Final Judgment;

(5) the Management Trustee will ensure that the Divestiture Assets shall be staffed with sufficient employees to maintain their viability and competitiveness. To the extent that any employee whose principal responsibilities relate to the Divestiture Assets leaves or has left the Divestiture Assets prior to divestiture of the Divestiture Assets, the Management Trustee may replace departing or departed employees with persons who have similar experience and expertise or determine not to replace such departing or departed employees; and

(6) 30 days after the Management Trustee has been appointed by the Court, and thereafter on the last business day of each month until the Divestiture Assets are either transferred to an Acquirer(s) or to the Divestiture Trustee, the Management Trustee shall report in writing to plaintiffs concerning the efforts to accomplish the purposes of this Stipulation and the proposed Final Judgment. Included within that report shall be the Management Trustee's assessment of the extent to which the Divestiture Assets are meeting (or exceeding) their projected goals as those are reflected in existing or revised operating plans, budgets, projections or any other regularly prepared financial statements and the extent to which defendants are fulfilling their responsibilities under this Stipulation and the proposed Final Judgment.

D. The following limitations shall apply to the Management Trustee:

(1) the Management Trustee shall not be involved, in any way, in the operations of the other businesses of defendants except that W. Stephen Cannon may: 1) continue to fulfill his duties as Management Trustee in *United States et al. v. Verizon Communications Inc. and Rural Cellular Corp.*, Civ. No. 1:08CV00993 (EGS) (D.D.C. filed June 10, 2008) and *United*

States v. AT&T Inc. and Dobson Communications Corp., Civ. No. 1:07CV01952 (ESH) (D.D.C. filed Oct. 30, 2007) and 2) fulfill the duties of Management Trustee if so appointed in connection with any other proceeding to modify an existing Final Judgment in connection with the Verizon/Alltel Transaction;

(2) the Management Trustee shall have no financial interests affected by defendants' revenues, profits or profit margins, except that the Management Trustee's compensation for managing the Divestiture Assets may include economic incentives dependent on the financial performance of the Divestiture Assets provided that those incentives are consistent with the objectives of this Stipulation and the proposed Final Judgment and are approved by plaintiff United States; and

(3) the Management Trustee shall be prohibited from performing any further work for defendants for one year after the close of the divestiture transactions; however, this prohibition shall not prevent the Management Trustee from acting as Management Trustee or Divestiture Trustee in a case challenging an acquisition under the antitrust laws in which defendants are named as a defendant.

E. Defendants and the Management Trustee shall take all reasonable efforts to preserve the confidentiality of information that is material to the operation of either the Divestiture Assets or defendants' businesses. Defendants' personnel supplying services to the Divestiture Assets pursuant to this Stipulation must retain and maintain the confidentiality of any and all confidential information material to the Divestiture Assets. Except as permitted by this Stipulation and the proposed Final Judgment, such persons shall be prohibited from providing, discussing, exchanging, circulating or otherwise furnishing the confidential information of the Divestiture

Assets to or with any person whose employment involves any of defendants' businesses, except as necessary to fulfill the purposes of this Stipulation and the proposed Final Judgment.

F. If in the judgment of the Management Trustee, defendants fail to provide the services listed in Section VI of this Stipulation to the satisfaction of the Management Trustee, upon notification to defendants and approval by plaintiff United States, the Management Trustee may engage third parties unaffiliated with the defendants to provide those services for the Divestiture Assets, at the cost and expense of defendants, provided that defendants may have reasonable access to necessary information to satisfy themselves that after the services have been provided, the Divestiture Assets are in compliance with all applicable laws, rules, and regulations.

G. At the option of the Management Trustee, defendants may also provide other products and services on an arm's-length basis, provided that the Management Trustee is not obligated to obtain any other product or service from defendants and may acquire any such products or services from third parties unaffiliated with defendants.

H. If the Management Trustee ceases to act or fails to act diligently and consistently with the purposes of this Stipulation and the proposed Final Judgment, if the Management Trustee proposed by plaintiff United States is not approved by this Court, resigns, or if for any other reason the Management Trustee ceases to serve in his or her capacity as Management Trustee, plaintiff United States, upon consultation with the relevant plaintiff States, may select a substitute Management Trustee. In this event, plaintiff United States will identify to defendants the individual or entity it proposes to select as Management Trustee. Defendants must make any objection to this selection within five business days after the United States notifies defendants of the substitute Management Trustee's selection. Plaintiff United States, will move the Court to

approve and appoint a substitute Management Trustee. Within five business days of such appointment, defendants shall enter into a trust agreement with the substitute Management Trustee subject to the approval of plaintiff United States in its sole discretion as described in Section V.B of this Stipulation.

VI. PRESERVATION OF ASSETS

Until the divestitures required by the proposed Final Judgment have been accomplished, except as otherwise approved in advance in writing by plaintiff United States:

A. Defendants and the Management Trustee shall preserve, maintain, and continue to support the Divestiture Assets, take all steps necessary to manage the Divestiture Assets in order to maximize their competitiveness, revenue, profitability and viability and to permit expeditious divestitures in a manner consistent with this Stipulation and the proposed Final Judgment.

B. The Divestiture Assets shall be operated by the Management Trustee as part of an independent, ongoing, economically viable and competitive business to other mobile wireless telecommunications services providers operating in the same license area, except those being managed by the Management Trustee pursuant to his appointment as Management Trustee in other proceedings initiated by plaintiff United States relating to the Transaction, and operated so that these assets are maintained or increased in value. Defendants and the Management Trustee shall take all steps necessary to ensure that:

(1) the management, sales, and operations of the Divestiture Assets are independent from defendants' other operations; provided however, that at the request of the Management Trustee, defendants shall include the marketing, pricing and sales of the mobile wireless telecommunications services generated by the Divestiture Assets in the license areas

served by the Divestiture Assets within its marketing, promotional, and service offerings, in the ordinary course of business, in any national, regional, and local marketing programs. Nothing in this Section shall prohibit the Management Trustee from independently developing reasonable marketing, sales, pricing, or promotional offers for the mobile wireless telecommunications services generated by the Divestiture Assets, which shall be funded and supported by defendants;

(2) the Divestiture Assets are maintained by adhering to normal and planned repair, capital improvement, upgrade and maintenance schedules or at a greater level if necessary to insure that the Divestiture Assets remain competitive;

(3) the books, records, competitively sensitive sales, marketing and pricing information, and decision-making concerning marketing, pricing or sales of mobile wireless telecommunications services generated by the Divestiture Assets will be kept separate and apart from defendants' other operations; and

(4) the management of the Divestiture Assets acts to maintain and increase the sales and revenues of the Divestiture Assets, and to maintain all promotional, advertising, sales, marketing, and technical support for the Divestiture Assets, at the previously approved level for 2007 or 2008, whichever is higher, at a minimum.

C. Defendants shall take no action that would jeopardize, delay, or impede the sale of the Divestiture Assets; nor shall defendants take any action that would influence or interfere with the ability of any Divestiture Trustee appointed pursuant to the proposed Final Judgment to operate and manage the Divestiture Assets or to complete the divestitures pursuant to the proposed Final Judgment to an Acquirer(s) acceptable to plaintiff United States, upon consultation with the relevant plaintiff State. In MN RSA 7 and NE RSA 5, defendants shall not rebrand with the

Verizon brand, the wireless business that it is acquiring from defendant Alltel, until three months after the acquirer of the Divestiture Assets has ceased use of the Verizon brand in that CMA.

D. Defendants shall provide sufficient working capital and lines and sources of credit as deemed necessary by the Management Trustee to continue to maintain the Divestiture Assets consistent with this Stipulation.

E. Unless otherwise agreed to by plaintiff United States in its sole discretion, within thirty (30) days of closing the Transaction, defendants shall resolve all outstanding obligations related to the Divestiture Assets including but not limited to agent and employee compensation, vendors and landlords.

F. Except (1) as recommended by the Management Trustee and approved by plaintiff United States, upon consultation with the relevant plaintiff State, or (2) as part of a divestiture approved by plaintiff United States in accordance with the terms of the proposed Final Judgment, defendants shall not remove, sell, lease, assign, transfer, pledge or otherwise dispose of any of the Divestiture Assets outside the ordinary course of business.

G. The Management Trustee, with defendants' cooperation consistent with this Stipulation and the proposed Final Judgment, shall maintain, in accordance with sound accounting principles, separate, accurate, and complete financial ledgers, books and records that report on a periodic basis, such as the last business day of every month, consistent with past practices, the assets, liabilities, expenses, revenues, and income of the Divestiture Assets.

As part of defendants' cooperation:

(1) prior to the closing of the Transaction, defendants shall notify plaintiffs in writing of the steps defendants have taken to comply with this Section. If the Transaction has not

closed within 15 days after the filing of the Complaint, on that day, defendants will submit to plaintiffs a detailed statement of how defendants will comply with Section VI.A, prior to the closing of the Transaction, including but not limited to: (a) marketing plans for the sale of mobile wireless telecommunications services by the mobile wireless businesses to be divested, including customer retention plans and promotions; (b) the designation of a management team who will have responsibility for and manage the Divestiture Assets prior to the closing of the Transaction, identifying any changes from pre-filing staffing; (c) plans for the retention of employees and payment of retention bonuses to employees whose primary duties related to the mobile wireless businesses to be divested; and (d) plans for network maintenance, repair improvements, and upgrades of the Divestiture Assets;

(2) at least 15 days prior to the closing of the Transaction, unless such time is waived or shortened by plaintiff United States, defendants will provide to the Management Trustee and plaintiffs, a separate financial report for the wireless businesses to be divested in the CMAs specified in each subsection:

- (a) Dothan AL MSA and AL RSA 7;
- (b) AZ RSA 5;
- (c) CA RSA 6;
- (d) CO RSAs 4, 5, 6, 7, 8, and 9;
- (e) Albany GA MSA and GA RSAs 6, 9, and 13;
- (f) GA RSAs 7, 8, and 10;
- (g) GA RSA 12;
- (h) ID RSAs 2 and 3;
- (i) IL RSAs 8 and 9;
- (j) Sioux City IA MSA and IA RSA 8;
- (k) Kansas RSAs 1, 2, 6, 7, 11, 12 and 13;
- (l) MN RSA 7;
- (m) Great Falls MT MSA and MT RSAs 1, 5, and 6;
- (n) Billings MT MSA, MT RSAs 2, 4, 7, 8, 9, and 10, and WY RSA 1;
- (o) NV RSA 2 and 5;
- (p) NE RSA 5;

- (q) NM RSA 1;
- (r) NM RSAs 5 and 6;
- (s) Hickory NC MSA and NC RSAs 2 and 5;
- (t) Grand Forks ND MSA, Fargo ND MSA, ND RSA 3, MN RSAs 1 and 2;
- (u) Bismarck ND MSA and ND RSAs 1, 2, 4 and 5;
- (v) Lima OH MSA, Mansfield OH MSA, and OH RSAs 2, 5 and 3;
- (w) SC RSAs 1, 2, 3, and 7;
- (x) Rapid City SD MSA and SD RSA 1, 2, 5, 6, and 7;
- (y) Sioux Falls SD MSA and SD RSAs 3, 4, 8 and 9;
- (z) UT RSAs 3, 4, 5 and 6;
- (aa) Danville VA MSA and VA RSAs 1 and 8; and
- (bb) Casper WY MSA and WY 2, 4 and 5,

including detailed management reports describing existing and future plans for human resources, marketing, network upgrades, and capital expenditures, and the extent to which each plan or project has been completed. Defendants shall produce these reports in a form and with content that is acceptable to the Management Trustee and plaintiff United States; and

(3) at least 15 days prior to the closing of the Transaction, unless such time is waived or shortened by plaintiff United States, for each CMA that comprises the Divestiture Assets, defendants shall provide all reports regularly prepared by defendants that measure sales activity for each CMA in the Divestiture Assets, that are in a form and with content acceptable to the Management Trustee and plaintiff United States, except that defendants may provide a single report for the CMAs located in Kansas.

H. No later than 15 days prior to the closing of the Transaction, defendants shall identify, by name and title, to the Management Trustee and plaintiff United States, sufficient employees for each of the Divestiture Assets who are familiar with and have had responsibility for the management, operation, marketing, and sales of the Divestiture Assets, to assist the Management

Trustee with his duties and responsibilities hereunder. No later than seven days prior to the closing of the Transaction, upon approval of the Management Trustee and plaintiff United States, defendants shall appoint sufficient employees for each of the Divestiture Assets who are familiar with and have had responsibility for the management, operation, marketing, and sales of the Divestiture Assets, to assist the Management Trustee with his duties and responsibilities hereunder. Defendants may offer a bonus or severance to employees whose primary employment responsibilities relate to the Divestiture Assets, who continue their employment until divestiture (in addition to any other bonus or severance to which the employees would otherwise be entitled).

I. Until the Transaction is consummated, defendants will operate the Divestiture Assets in the same fully competitive manner as its other mobile wireless services businesses, and after the Transaction is consummated, defendants will not influence or attempt to influence the operation of the Divestiture Assets pending their divestiture. Following consummation of the Transaction, except for employees (1) whose primary employment responsibilities relate to the Divestiture Assets, or (2) who are involved in providing support services to the Divestiture Assets pursuant to Sections V and VI of this Stipulation and Section V of the proposed Final Judgment, defendants shall not permit any other of their employees, officers, agents, or directors to be involved in the operations of the Divestiture Assets, including but not limited to decision making concerning marketing, pricing or sales of mobile wireless telecommunications services generated by the Divestiture Assets.

J. Except as required by law in the course of (1) complying with this Stipulation and the proposed Final Judgment; (2) overseeing compliance with policies and standards concerning the safety, health, and environmental aspects of the operations of the Divestiture Assets and the

integrity of their financial controls; (3) defending legal claims, investigations, or enforcement actions threatened or brought against the Divestiture Assets; or (4) obtaining legal advice, defendants' employees (excluding employees (a) whose primary employment responsibilities relate to the Divestiture Assets, or (b) who are involved in providing support services to the Divestiture Assets pursuant to Sections V and VI of this Stipulation and Section V of the proposed Final Judgment) shall not receive, or have access to, or use any material confidential information, not in the public domain, of the Divestiture Assets. Defendants may receive aggregate financial information relating to the Divestiture Assets to the extent necessary to allow defendants to prepare the defendants' consolidated financial reports, tax returns, reports required by securities laws, and personnel reports. Any such information that is obtained pursuant to this subparagraph shall be used only for the purposes set forth in this subparagraph.

K. Until the Divestiture Assets are divested to an Acquirer(s) acceptable to plaintiff United States pursuant to the Final Judgment, defendants shall provide to the Divestiture Assets, at no cost, support services needed to maintain the Divestiture Assets in the ordinary course of business, including but not limited to:

- (1) federal and state regulatory policy development and compliance;
- (2) human resources administrative services;
- (3) environmental, health and safety services, and developing corporate policies and insuring compliance with federal and state regulations and corporate policies;
- (4) preparation of tax returns;
- (5) financial accounting and reporting services;

- (6) audit services;
- (7) legal services;
- (8) routine network maintenance, repair, improvements, and upgrades;
- (9) switching, call completion, and other services necessary to allow subscribers to use mobile wireless services and complete calls;
- (10) billing, customer care and customer service related functions necessary to maintain the subscriber account and relationship;
- (11) for each retail and indirect sales outlet, a sixty (60) day supply of inventory, including both handsets and accessories, branded as directed by the Management Trustee, based on each outlet's average sales for the prior two (2) months, and if the Management Trustee requests, defendants shall make available in sufficient quantities, branded as directed by the Management Trustee, handsets and accessories, introduced by defendants in similar markets that are compatible with the network in the divestiture markets;
- (12) the individual financial reports described in Section VI.G.2 shall be provided on a monthly basis; and
- (13) the sales reports described in Section VI.G.3 shall be provided on a daily basis.

VII. DURATION OF ASSET PRESERVATION OBLIGATIONS

Defendants' obligations under this Preservation of Assets Stipulation and Order shall remain in effect until (1) consummation of the divestitures required by the proposed Final Judgment or (2) until further order of the Court. If plaintiff United States voluntarily dismisses

the Complaint in this matter, defendants are released from all further obligations under this Preservation of Assets Stipulation and Order.

Dated: October 30, 2008

Respectfully submitted,

FOR PLAINTIFF UNITED STATES



Hillary B. Burchuk (D.C. Bar No. 366755)
Lawrence M. Frankel (D.C. Bar No. 441532)
Deborah Roy (D.C. Bar No. 452573)
Attorneys, Telecommunications & Media
Enforcement Section
Antitrust Division

U.S. Department of Justice
City Center Building
1401 H Street, N.W., Suite 8000
Washington, D.C. 20530
(202) 514-5621
Facsimile: (202) 514-6381


FOR DEFENDANT VERIZON
COMMUNICATIONS INC.



John Thorne (D.C. Bar No. 421351)
Senior Vice President and Deputy
General Counsel
David E. Wheeler (D.C. Bar No. 473404)
Vice President and Associate
General Counsel

Verizon Communications Inc.
1515 N. Courthouse Road
Suite 500
Arlington, VA 22201-2909
(703) 351-3900
Facsimile (703) 351-3670

FOR DEFENDANT ALLTEL
CORPORATION



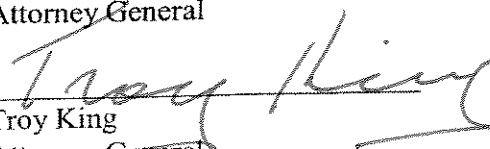
Ilene Knable Gotts (D.C. Bar # 384740)
Wachtell, Lipton, Rosen & Katz
51 W. 52nd Street
New York, NY 10019
(212) 403-1247
Facsimile (212) 403-2247

W. Stephen Smith
Jeffrey A. Jaeckel (D.C. Bar #463412)
Morrison & Foerster LLP
2000 Pennsylvania Avenue, N.W.
Washington, D.C. 20006-1888
(202) 887-1500
Facsimile: (202) 887-0763

FOR PLAINTIFF STATE OF ALABAMA

STATE OF ALABAMA

TROY KING
Attorney General

A handwritten signature in cursive script that reads "Troy King". The signature is written over a horizontal line.

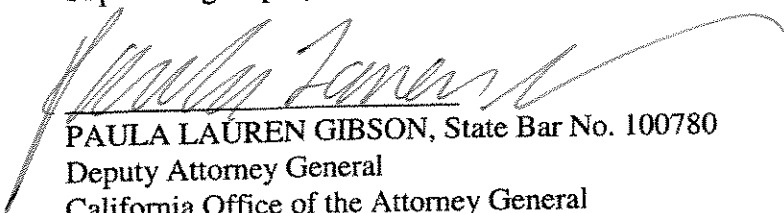
Troy King
Attorney General
State of Alabama
500 Dexter Avenue
Montgomery, Alabama 36130
(334) 242-7300
(334) 242-2433

FOR PLAINTIFF STATE OF CALIFORNIA:

EDMUND G. BROWN JR., Attorney General
of the State of California

KATHLEEN FOOTE,
Sr. Assistant Attorney General

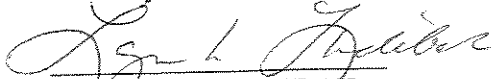
BARBARA M. MOTZ,
Supervising Deputy Attorney General



PAULA LAUREN GIBSON, State Bar No. 100780
Deputy Attorney General
California Office of the Attorney General
300 So. Spring Street, Suite 1702
Los Angeles, CA 90013
Telephone: (213) 897-0014
Facsimile: (213) 897-2801

FOR PLAINTIFF STATE OF IOWA:

STATE OF IOWA
THOMAS J. MILLER
Attorney General



LAYNE M. LINDEBAK
Assistant Attorney General
Special Litigation Division
Iowa Department of Justice
Hoover Office Building-Second Floor
1305 East Walnut Street
Des Moines, Iowa 50319
Phone: (515) 281-7054
Facsimile: (515) 281-4902

FOR PLAINTIFF STATE OF KANSAS:

STEVE SIX

Attorney General of Kansas



Lynette R. Bakker

Assistant Attorney General

Kansas Office of the Attorney General

Consumer Protection/Antitrust

120 SW 10th Avenue, 2nd Floor

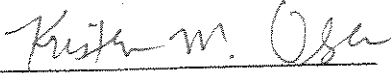
Topeka, KS 66212

Phone: (785) 368-8451

Facsimile: (785) 291-3699

FOR PLAINTIFF STATE OF MINNESOTA:

LORI SWANSON
Attorney General
State of Minnesota



KRISTEN M. OLSEN
Assistant Attorney General
Atty. Reg. No. 30489X


445 Minnesota Street, Suite 1200
St. Paul, Minnesota 55101-2130
Phone: (651) 296-2921
Facsimile: (651) 282-5437

FOR PLAINTIFF STATE OF NORTH DAKOTA:

STATE OF NORTH DAKOTA

WAYNE STENEHJEM

Attorney General

A handwritten signature in black ink, appearing to read "Parrell D. Grossman". The signature is written in a cursive style with a horizontal line underneath.

Parrell D. Grossman

Assistant Attorney General

ND Bar ID No. 04684

Director, Consumer Protection & Antitrust Div.

Office of Attorney General

4205 State Street

PO Box 1054

Bismarck, ND 58502-1054

Phone: (701) 328-5570

Facsimile: (701) 328-5568

FOR PLAINTIFF STATE OF SOUTH DAKOTA

LAWRENCE E. LONG
Attorney General
State of South Dakota



Jeffrey P. Hallem
Assistant Attorney General
State of South Dakota
1302 E. Highway 14, Suite 1
Pierre, SD 57501-8501
Phone: (605) 773-3215
Facsimile: (605) 773-4106

O R D E R

IT IS SO ORDERED by the Court, this ____ day of _____, 2008.

United States District Judge