UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA, Plaintiff, v. SBC COMMUNICATIONS INC. and BELLSOUTH CORPORATION, Defendants.	Civil No.: 1:00CV02073 (PLF)

FILED
OCT 13 2004
NANCY MAYER WHITTINGTON, CLERK
U.S. DISTRICT COURT

ORDER TO MODIFY FINAL JUDGMENT

The Court having received the joint motion of Defendants, SBC Communications Inc. and BellSouth Corporation, and Plaintiff, United States, for modification of the Final Judgment entered in this case on December 29, 2000, and the United States having represented to the Court that it has no objection to the motion, and notice of the motion having been published in the Federal Register, The Los Angeles Times, The Indianapolis Star, and RCR Wireless News, and all interested parties having been given an opportunity to submit comments concerning the proposed modification of the Final Judgment, and the Court having considered all papers and comments filed in connection with this motion and the United States response to those comments, and the Court finding that it is in the public interest to modify the Final Judgment, it is

ORDERED, ADJUDGED, AND DECREED:

That Sections XI and XIII are hereby modified to read as follows:

XI

No Reacquisition

A. Defendants may not reacquire any part of the spectrum licenses issued by the Federal Communications Commission ("FCC") and all other licenses, permits and authorizations divested pursuant to this Final Judgment in the MSAs and RSAs listed in Section II.D.I and the following BTAs within the Indianapolis MTA listed in Section II.D.II.B: BTA 015 Anderson, IN; BTA 039 Muncie, IN; BTA 373 Richmond, IN; BTA 442 Terre Haute, IN; and BTA 457 Vincennes-Washington, IN ("Restricted BTAs"), provided, however, the divested spectrum licenses in the Restricted BTAs may be reacquired in connection with the proposed Cingular/AT&T Wireless Acquisition if the conditions in Subsection B are met.

B. Defendants may reacquire the divested spectrum in the Restricted BTAs if they do not also acquire as a result of the Cingular/AT&T Wireless Acquisition any interest (equity, financial, or otherwise) in, any ability to exercise control over, or any right to use the spectrum covered by the Partnership Licenses in any of the Restricted BTAs, except as noted below. In furtherance of this, defendants shall:

1. Provide to plaintiff for its approval, in its sole discretion, copies of all agreements entered into by the defendants or AT&T Wireless with the owners of the Partnership Licenses, including amendments to the existing agreements between AT&T Wireless and Von Donop, so that plaintiff will have the opportunity to review them before this Final Judgment is modified. No term shall be included in said agreements or amendments that would in any way limit Von Donop's ability to make the spectrum covered by the Partnership Licenses available to other users. The agreements may be contingent on the closing of the Cingular/AT&T Wireless Acquisition;
2. Not acquire, directly or indirectly, any rights to influence or control how the Partnership Licenses are used, sold or leased, nor shall defendants and AT&T Wireless have any control over the identity of any purchasers or lessees, or the price or any other terms and conditions of sale or lease;
3. Be prohibited from acquiring any managerial, administrative, financial or legal interest in the Partnership Licenses or entering into any arrangement that allows them to use the Partnership Licenses; and
4. Notify plaintiff 30 days before the implementation of any changes in the relationship between defendants or AT&T Wireless and Von

Donop.

The defendants may retain a limited interest in the proceeds of any sale or lease of the Partnership Licenses, provided that (1) such interest influences neither whether the Partnership Licenses are sold or leased nor the terms on which they are offered and (2) such interest is capped at the total amount of debt incurred by Von Donop in acquiring the Partnership Licenses and any tax consequences to Von Donop from the agreements referenced in Subsection B.1.

Any breach of these conditions by defendants, while defendants own, operate, or control any of the reacquired licenses in the Restricted BTAs shall violate this Final Judgment.

C. For purposes of Section XI, the following definitions will apply:

1. "AT&T Wireless" means AT&T Wireless Services Inc., its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents and employees.

2. "Cingular/AT&T Wireless Acquisition" means the proposed acquisition of AT&T Wireless by SBC/BellSouth Wireless Joint Venture encompassed in The Agreement and Plan of Merger dated February 17, 2004.

3. "Partnership Licenses" means the following spectrum licenses issued by the FCC:

Call Sign	Market	Channel Block	MHz	Frequencies
WPOK609	BTA015- Anderson, IN	C	30	1895.00-1910.00 1975.00-1990.00
WPOK648	BTA309- Muncie, IN	C	30	1895.00-1910.00 1975.00-1990.00
WPOK655	BTA373- Richmond, IN	C	30	1895.00-1910.00 1975.00-1990.00
KNLF314	BTA442- Terre Haute, IN	C1	15	1902.50-1910.00 1982.50-1990.00
KNLF305	BTA457- Vincennes- Washington, IN	C1	15	1902.50-1910.00 1982.50-1990.00

4. "Von Donop" means Von Donop Inlet PCS, LLC, its owners, partners, successors, and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents and employees, including but not limited to its successors or assigns related to the Partnership Licenses.

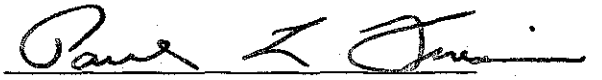
. . .

XIII

Expiration of Modified Final Judgment

Unless this Court grants an extension, this Modified Final Judgment shall expire on the tenth anniversary of the entry of the original Final Judgment, December 29, 2000.

Dated: October 13, 2004



UNITED STATES DISTRICT JUDGE