

FCC 603	FCC Wireless Telecommunications Bureau Application for Assignments of Authorization and Transfers of Control	Approved by OMB 3060 - 0800 See instructions for public burden estimate Submitted 04/27/2000 at 04:42PM File Number: 0000117772
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1) Application Purpose: Assignment of Authorization	
2a) If this request is for an Amendment or Withdrawal, enter the File Number of the pending application currently on file with the FCC.	File Number:
2b) File numbers of related pending applications currently on file with the FCC:	

Type of Transaction

3a) Is this a <i>pro forma</i> assignment of authorization or transfer of control? No
3b) If the answer to Item 3a is 'Yes', is this a notification of a <i>pro forma</i> transaction being filed under the Commission's forbearance procedures for telecommunications licenses?
4) For assignment of authorization only, is this a partition and/or disaggregation? No
5) Does this filing request a waiver of the Commission's rules? No
6) Are attachments being filed with this application? Yes
7a) Does the transaction that is the subject of this application also involve transfer or assignment of other wireless licenses held by the assignor/transferor or affiliates of the assignor/transferor(e.g., parents, subsidiaries, or commonly controlled entities) that are not included on this form and for which Commission approval is required? Yes
7b) Does the transaction that is the subject of this application also involve transfer or assignment of non-wireless licenses that are not included on this form and for which Commission approval is required? No

Transaction Information

8) How will assignment of authorization or transfer of control be accomplished? Sale or other assignment or transfer of stock If required by applicable rule, attach as an exhibit a statement on how control is to be assigned or transferred, along with copies of any pertinent contracts, agreements, instruments, certified copies of Court Orders, etc.
9) The assignment of authorization or transfer of control of license is: Voluntary

Licensee/Assignor Information

10a) Taxpayer Identification Number:	10b) SGIN: 000		
11) First Name (if individual):	MI:	Last Name:	Suffix:
12) Entity Name (if not an individual): TeleCorp PCS, L.L.C.			
13) Attention To:			
14) P.O. Box:	And / Or	15) Street Address: 1010 N. Glebe Road	
16) City: Arlington	17) State: VA	18) Zip: 22201	
19) Telephone Number: (703)236-1100		20) FAX: (703)236-1101	
21) E-Mail Address: gsarro@telecorp1.com			

22) Race, Ethnicity, Gender of Assignor/Licensee (Optional)

Race:	American Indian or Alaska Native:	Asian:	Black or African-American:	Native Hawaiian or Other Pacific Islander:	White:
Ethnicity:	Hispanic or Latino:	Not Hispanic or Latino:			
Gender:	Female:	Male:			

Transferor Information (for transfers of control only)

23a) Taxpayer Identification Number:			23b) SGIN:
24) First Name (if individual):	MI:	Last Name:	Suffix:
25) Entity Name (if not an individual):			
26) P.O. Box:	And / Or	27) Street Address:	
28) City:		29) State:	30) Zip:
31) Telephone Number:		32) FAX:	
33) E-Mail Address:			

Name of Transferor Contact Representative (if other than Transferor) (for transfers of control only)

34) First Name:	MI:	Last Name:	Suffix:
35) Company Name:			
36) P.O. Box:	And / Or	37) Street Address:	
38) City:		39) State:	40) Zip:
41) Telephone Number:		42) FAX:	
43) E-Mail Address:			

Assignee/Transferee Information

44) The Assignee is a(n): Limited Liability Corporation			
45a) Taxpayer Identification Number:			45b) SGIN: 000
46) First Name (if individual):	MI:	Last Name:	Suffix:
47) Entity Name (if other than individual): AT&T Wireless PCS,LLC			
48) Name of Real Party in Interest:			49) TIN:
50) Attention To: Douglas I. Brandon			
51) P.O. Box:	And / Or	52) Street Address: 1150 Connecticut Avenue, N.W., 4th Floor	
53) City: Washington		54) State: DC	55) Zip: 20036
56) Telephone Number: (202)223-9222		57) FAX: (202)223-9095	
58) E-Mail Address:			

Name of Assignee/Transferee Contact Representative (if other than Assignee/Transferee)

59) First Name: David	MI: C	Last Name: Jatlow	Suffix: Esq
60) Company Name: Young & Jatlow			
61) P.O. Box:	And / Or	62) Street Address: 1150 Connecticut Ave., N.W., 4th Floor	
63) City: Washington		64) State: DC	65) Zip: 20036
66) Telephone Number: (202)416-6540		67) FAX: (202)416-6539	
68) E-Mail Address: david.jatlow@youngjat.com			

Alien Ownership Questions

69) Is the Assignee or Transferee a foreign government or the representative of any foreign government?	No
70) Is the Assignee or Transferee an alien or the representative of an alien?	No
71) Is the Assignee or Transferee a corporation organized under the laws of any foreign government?	No
72) Is the Assignee or Transferee a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	No
73) Is the Assignee or Transferee directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? If 'Yes', attach exhibit explaining nature and extent of alien or foreign ownership or control.	No

Basic Qualification Questions

74) Has the Assignee or Transferee or any party to this application had any FCC station authorization, license or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license, construction permit denied by the Commission? If 'Yes', attach exhibit explaining circumstances.	No
75) Has the Assignee or Transferee or any party to this application, or any party directly or indirectly controlling the Assignee or Transferee, or any party to this application ever been convicted of a felony by any state or federal court? If 'Yes', attach exhibit explaining circumstances.	No
76) Has any court finally adjudged the Assignee or Transferee, or any party directly or indirectly controlling the Assignee or Transferee guilty of unlawfully monopolizing or attempting unlawfully to monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition? If 'Yes', attach exhibit explaining circumstances.	No
77) Is the Assignee or Transferee, or any party directly or indirectly controlling the Assignee or Transferee currently a party in any pending matter referred to in the preceding two items? If 'Yes', attach exhibit explaining circumstances.	No

78) Race, Ethnicity, Gender of Assignee/Transferee (Optional)

Race:	American Indian or Alaska Native:	Asian:	Black or African-American:	Native Hawaiian or Other Pacific Islander:	White:
Ethnicity:	Hispanic or Latino:	Not Hispanic or Latino:			
Gender:	Female:	Male:			

Assignor/Transferor Certification Statements

1) The Assignor or Transferor certifies either (1) that the authorization will not be assigned or that control of the license will not be transferred until the consent of the Federal Communications Commission has been given, or (2) that prior Commission consent is not required because the transaction is subject to streamlined notification procedures for <i>pro forma</i> assignments and transfers by telecommunications carriers. See <i>Memorandum Opinion and Order</i> , 13 FCC Rcd. 6293(1998).			
2) The Assignor or Transferor certifies that all statements made in this application and in the exhibits, attachments, or in documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.			
79) Typed or Printed Name of Party Authorized to Sign			
First Name: Thomas	MI:	Last Name: Sullivan	Suffix:
80) Title: President			
Signature: Thomas Sullivan		81) Date: 04/27/00	

Assignee/Transferee Certification Statements

1) The Assignee or Transferee certifies either (1) that the authorization will not be assigned or that control of the license will not be transferred until the consent of the Federal Communications Commission has been given, or (2) that prior Commission consent is not required because the transaction is subject to streamlined notification procedures for *pro forma* assignments and transfers by telecommunications carriers See *Memorandum Opinion and Order*, 13 FCC Rcd. 6293 (1998).

2) The Assignee or Transferee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application.

3) The Assignee or Transferee certifies that grant of this application would not cause the Assignee or Transferee to be in violation of any pertinent cross-ownership, attribution, or spectrum cap rule.
*If the applicant has sought a waiver of any such rule in connection with this application, it may make this certification subject to the outcome of the waiver request.

4) The Assignee or Transferee agrees to assume all obligations and abide by all conditions imposed on the Assignor or Transferor under the subject authorization(s), unless the Federal Communications Commission pursuant to a request made herein otherwise allows, except for liability for any act done by, or any right accrued by, or any suit or proceeding had or commenced against the Assignor or Transferor prior to this assignment.

5) The Assignee or Transferee certifies that all statements made in this application and in the exhibits, attachments, or in documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.

6) The Assignee or Transferee certifies that neither it nor any other party to the application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1998, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance. See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.

7) The applicant certifies that it either (1) has an updated Form 602 on file with the Commission, (2) is filing an updated Form 602 simultaneously with this application, or (3) is not required to file Form 602 under the Commission's Rules.

82) Typed or Printed Name of Party Authorized to Sign

First Name: Douglas	MI: I	Last Name: Brandon	Suffix:
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83) Title: **Vice President of Manager**

Signature: **Douglas I Brandon** 84) Date: **04/27/00**

WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503).

Authorizations To Be Assigned or Transferred

85) Call Sign	86) Location Number	87) Path Number (Microwave only)	88) Lower or Center Frequency (MHz)	89) Upper Frequency (MHz)	90) Constructed Yes / No
WPOI214					Yes

FCC Form 603 Schedule A	Schedule for Assignments of Authorization and Transfers of Control in Auctioned Services	Approved by OMB 3060 - 0800 See instructions for public burden estimate
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Assignments of Authorization

1) Assignee Eligibility for Installment Payments (for assignments of authorization only)

Is the Assignee claiming the same category or a smaller category of eligibility for installment payments as the Assignor (as determined by the applicable rules governing the licenses issued to the Assignor)?	No
If 'Yes', is the Assignee applying for installment payments?	

2) Gross Revenues and Total Assets Information (if required) (for assignments of authorization only)

Refer to applicable auction rules for method to determine required gross revenues and total assets information

Year 1 Gross Revenues (current)	Year 2 Gross Revenues	Year 3 Gross Revenues	Total Assets:
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3) Certification Statements

For Assignees Claiming Eligibility as an Entrepreneur Under the General Rule

Assignee certifies that they are eligible to obtain the licenses for which they apply.
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For Assignees Claiming Eligibility as a Publicly Traded Corporation

Assignee certifies that they are eligible to obtain the licenses for which they apply and that they comply with the definition of a Publicly Traded Corporation, as set out in the applicable FCC rules.
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For Assignees Claiming Eligibility Using a Control Group Structure

Assignee certifies that they are eligible to obtain the licenses for which they apply.
Assignee certifies that the applicant's sole control group member is a pre-existing entity, if applicable.

For Assignees Claiming Eligibility as a Very Small Business, Very Small Business Consortium, Small Business, or as a Small Business Consortium

Assignee certifies that they are eligible to obtain the licenses for which they apply.
Assignee certifies that the applicant's sole control group member is a pre-existing entity, if applicable.

For Assignees Claiming Eligibility as a Rural Telephone Company

Assignee certifies that they meet the definition of a Rural Telephone Company as set out in the applicable FCC rules, and must disclose all parties to agreement(s) to partition licenses won in this auction. See applicable FCC rules.
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Transfers of Control

4) Licensee Eligibility (for transfers of control only)

As a result of transfer of control, must the licensee now claim a larger or higher category of eligibility than was originally declared?
If 'Yes', the new category of eligibility of the licensee is:

Certification Statement for Transferees

Transferee certifies that the answers provided in Item 4 are true and correct.
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Attachment List

Attachment Type	Date	Description	Contents
Other	04/27/00	Public Int. Stmt & Desc. of Transaction	17561036.0.pdf

AGREEMENT AND PLAN OF REORGANIZATION AND CONTRIBUTION

by and among

TELECORP PCS, INC.,

TRITEL, INC.

and

AT&T WIRELESS SERVICES, INC.

Dated as of February 28, 2000

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- EXHIBIT I-2 - Tritel, Inc. Tax Representations
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- EXHIBIT I-4 - The Holding Company Tax Representations Regarding Tritel Merger
- EXHIBIT I-5 - AT&T Tax Representations
- EXHIBIT J-1 - Mounger Employment Agreement
- EXHIBIT J-2 - Martin Employment Agreement
- EXHIBIT K-1 - New Network Membership License Agreement
- EXHIBIT K-2 - New Intercarrier Roamer Service Agreement

EXHIBIT K-3

New Roaming Administration Agreement

SCHEDULES

- SCHEDULE A - Directors and Officers of TeleCorp II, Tritel II and the Holding Company
- SCHEDULE B - Certain Actions Pending the Closing Date
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AGREEMENT AND PLAN OF REORGANIZATION AND CONTRIBUTION

AGREEMENT AND PLAN OF REORGANIZATION AND CONTRIBUTION

(this "Agreement"), dated as of February 28, 2000, by and among TeleCorp PCS, Inc., a Delaware corporation ("TeleCorp"), Tritel, Inc., a Delaware corporation ("Tritel") and AT&T Wireless Services, Inc., a Delaware corporation ("AT&T").

WITNESSETH:

WHEREAS, the respective Boards of Directors of TeleCorp and Tritel have each determined to engage in the transactions contemplated by this Agreement. This Agreement provides for (A) the organization under the General Corporation Law of the State of Delaware (the "DGCL") of a new holding company (the "Holding Company"), which will become the parent and sole stockholder of both TeleCorp and Tritel pursuant to (i) the conversion of all outstanding shares of capital stock of TeleCorp into shares of capital stock of the Holding Company by means of a merger (the "First Merger") of a wholly owned subsidiary of the Holding Company, to be organized under the DGCL (the "First Merger Sub"), into and with TeleCorp, with TeleCorp as the surviving corporation, and (ii) the conversion of all outstanding shares of capital stock of Tritel into shares of capital stock of the Holding Company by means of a merger (the "Second Merger" and, together with the First Merger, the "Mergers") of a wholly owned subsidiary of the Holding Company, to be organized under the DGCL (the "Second Merger Sub" and, together with the First Merger Sub, the "Merger Subs"), with and into Tritel, with Tritel as the surviving corporation and (B) as part of the transaction, AT&T shall contribute or cause to be contributed certain property to the Holding Company in consideration of the issuance to AT&T (or its Affiliates) of 9,272,740 shares (the "Shares") of Class A Voting Stock

(as defined below) (the "Contribution"). The Mergers shall be effected simultaneously in accordance with the DGCL and it is intended that the Contribution shall occur simultaneously with the Mergers. As a result of the Mergers, the stockholders of TeleCorp and the stockholders of Tritel shall become stockholders of the Holding Company, and TeleCorp and Tritel shall continue to conduct their respective businesses and operations as wholly owned subsidiaries of the Holding Company;

WHEREAS, as a condition to the willingness of, and an inducement to, TeleCorp, Tritel and AT&T to enter into this Agreement, contemporaneously with the execution and delivery of this Agreement, certain holders of shares of capital stock of TeleCorp and Tritel are entering into simultaneously hereafter agreements dated as of the date hereof and effective as of the Effective Time (as defined below) providing for certain actions relating to the transactions contemplated by this Agreement and the further governance of the Holding Company;

WHEREAS, as an inducement to and a condition to Tritel entering into this Agreement, certain stockholders of TeleCorp are entering into simultaneously herewith a Voting Agreement relating to the agreement of such stockholders to vote to approve the transactions contemplated by this Agreement (the "TeleCorp Voting Agreement"), in the form of Exhibit A;

WHEREAS, as an inducement to and a condition to TeleCorp entering into this Agreement, certain stockholders of Tritel are entering into simultaneously herewith a Voting Agreement relating to the agreement of such stockholders to vote to approve the transactions contemplated by this Agreement (the "Tritel Voting Agreement") in the form of Exhibit A; and

WHEREAS, for Federal income tax purposes, it is intended that the Mergers and the Contribution, taken together, will qualify as a tax-free transaction within the meaning of

Section 351 of the Internal Revenue Code of 1986, as amended (the “Code”), that the Mergers will each qualify as a tax-free reorganization under Section 368(a) of the Code, that the stockholders of TeleCorp and Tritel will recognize no gain or loss for Federal income tax purposes as a result of the consummation of the Mergers and AT&T will recognize no gain or loss for Federal income tax purposes as a result of consummation of the Contribution.

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

ARTICLE I

THE MERGERS AND THE CONTRIBUTION

I.1 The Mergers. At the Effective Time (as defined in Section 1.2) and subject to the terms and conditions of this Agreement, and in accordance with the DGCL, the First Merger Sub shall be merged with and into TeleCorp, with TeleCorp as the surviving corporation, and the Second Merger Sub shall be merged with and into Tritel, with Tritel as the surviving corporation. From and after the Effective Time, the separate corporate existences of the First Merger Sub and the Second Merger Sub shall cease and TeleCorp, as the surviving corporation in the First Merger, and Tritel, as the surviving corporation in the Second Merger, shall continue their respective existence under the laws of the State of Delaware as wholly owned subsidiaries of the Holding Company. TeleCorp, as the surviving corporation after the First Merger, is hereinafter sometimes referred to as “TeleCorp II” and Tritel, as the surviving corporation after the Second Merger, is hereinafter sometimes referred to as “Tritel II.”

I.2 Effective Time. As promptly as practicable after the satisfaction or, to the extent permitted hereunder, waiver of the conditions set forth in Article VII, but in no event prior

to the Closing (as defined below), TeleCorp and Tritel shall cause the Mergers to be consummated by simultaneously filing two certificates of merger (the "Certificates of Merger") with the Secretary of State of the State of Delaware, in substantially the form of Exhibits B-1 and B-2 attached hereto, respectively, and executed in accordance with the relevant provisions of the DGCL (the date and time of such filing, or such later date and time as may be specified in the Certificates of Merger, being the "Effective Time").

I.3 Effect of the Mergers. At the Effective Time, the effect of the Mergers shall be as provided in the applicable provisions of the DGCL and the applicable Certificate of Merger. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time (i) all the assets, property, rights, privileges, immunities, powers and franchises of TeleCorp and the First Merger Sub shall vest in TeleCorp II, and all debts, liabilities and duties of TeleCorp and the First Merger Sub shall become the debts, liabilities and duties of TeleCorp II, and (ii) all the assets, property, rights, privileges, immunities, powers and franchises of Tritel and the Second Merger Sub shall vest in Tritel II, and all debts, liabilities and duties of Tritel and the Second Merger Sub shall become the debts, liabilities and duties of Tritel II.

I.4 Certificates of Incorporation and By-laws of TeleCorp II and Tritel II.

(a) At the Effective Time and without further action on the part of any party, the Certificate of Incorporation of TeleCorp II shall be amended to read in its entirety as set forth in Exhibit C-1 attached hereto, and the By-laws of the First Merger Sub shall be the By-laws of TeleCorp II until thereafter amended as provided by the DGCL.

(b) At the Effective Time and without further action on the part of any party, the Certificate of Incorporation of Tritel II shall be amended to read in its entirety as set forth in Exhibit C-2 attached hereto, and the By-laws of the Second Merger Sub shall be the By-laws of Tritel II until thereafter amended as provided by the DGCL.

I.5 Directors and Officers.

(a) The directors and officers of TeleCorp II immediately following the Effective Time, each to hold office in accordance with the Certificate of Incorporation and the By-laws of TeleCorp II until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with TeleCorp II's Certificate of Incorporation and By-laws, shall be as set forth on Schedule A hereto.

(b) The directors and officers of Tritel II immediately following the Effective Time, each to hold office in accordance with the Certificate of Incorporation and the By-laws of Tritel II until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with Tritel II's Certificate of Incorporation and By-laws, shall be as set forth on Schedule A hereto.

I.6 Conversion of Capital Stock, Etc. Subject to the provisions of this Article I, at the Effective Time, by virtue of the First Merger or the Second Merger, as applicable, and without any action on the part of any party:

(a) With respect to each share of Common Stock, par value \$0.01 per share, of TeleCorp ("TeleCorp Common Stock"):

(i) each share of TeleCorp Class A Voting Common Stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any shares to be canceled pursuant to Section 1.7) shall be converted automatically into and become exchangeable for that number (expressed as a decimal) of fully paid and non-assessable shares of the Holding Company Class A Voting Common Stock, par value \$0.01 per share ("Class A Voting Stock"), equal to the TeleCorp Exchange Ratio (as defined in subsection (e) below);

(ii) each share of TeleCorp Class B Non-Voting Common Stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any shares to be canceled pursuant to Section 1.7) shall be converted automatically into and become exchangeable for that number (expressed as a decimal) of fully paid and non-assessable shares of the Holding Company Class A Voting Common Stock, par value \$0.01 per share, equal to the TeleCorp Exchange Ratio;

(iii) each share of TeleCorp Class C Common Stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any shares to be canceled pursuant to Section 1.7) shall be converted automatically into and become exchangeable for that number (expressed as a decimal) of fully paid and non-assessable shares of the Holding Company Class C Common Stock, par value \$0.01 per share ("Class C Common Stock"), equal to the TeleCorp Exchange Ratio;

(iv) each share of TeleCorp Class D Common Stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any shares to be canceled pursuant to Section 1.7) shall be converted automatically into and become exchangeable for that number (expressed as a decimal) of fully paid and non-assessable shares of the Holding Company Class D Common Stock, par value \$0.01 per share ("Class D Common Stock"), equal to the TeleCorp Exchange Ratio; and

(v) each share of TeleCorp Voting Preference Common Stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any shares to be canceled pursuant to Section 1.7) shall be converted automatically into and become exchangeable for that number (expressed as a decimal) of fully paid and non-assessable shares of the Holding Company Voting Preference Common Stock, par

value \$0.01 per share ("Voting Preference Stock"), equal to the TeleCorp Exchange Ratio.

(b) With respect to each share of Preferred Stock, par value \$0.01 per share, of TeleCorp ("TeleCorp Preferred Stock" and, together with the TeleCorp Common Stock, "TeleCorp Capital Stock"):

(i) each share of TeleCorp Series A Preferred Stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any shares to be canceled pursuant to Section 1.7) shall be converted automatically into and become exchangeable for that number (expressed as a decimal) of fully paid and non-assessable shares of the Holding Company Series A Preferred Stock, par value \$0.01 per share ("Series A Preferred Stock"), equal to the TeleCorp Exchange Ratio;

(ii) each share of TeleCorp Series C Preferred Stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any shares to be canceled pursuant to Section 1.7) shall be converted automatically into and become exchangeable for that number (expressed as a decimal) of fully paid and non-assessable shares of the Holding Company Series C Preferred Stock, par value \$0.01 per share ("Series C Preferred Stock"), equal to the TeleCorp Exchange Ratio;

(iii) each share of TeleCorp Series D Preferred Stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any shares to be canceled pursuant to Section 1.7) shall be converted automatically into and become exchangeable for that number (expressed as a decimal) of fully paid and non-assessable shares of the Holding Company Series D Preferred Stock, par value \$0.01 per share ("Series D Preferred Stock"), equal to the TeleCorp Exchange Ratio;

(iv) each share of TeleCorp Series E Preferred Stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any shares to be canceled pursuant to Section 1.7) shall be converted automatically into and become exchangeable for that number (expressed as a decimal) of fully paid and non-assessable shares of the Holding Company Series E Preferred Stock, par value \$0.01 per share ("Series E Preferred Stock"), equal to the TeleCorp Exchange Ratio; and

(v) each share of TeleCorp Series F Preferred Stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any shares to be canceled pursuant to Section 1.7) shall be converted automatically into and become exchangeable for that number (expressed as a decimal) of fully paid and non-assessable shares of the Holding Company Series F Preferred Stock, par value \$0.01 per share ("Series F Preferred Stock"), equal to the TeleCorp Exchange Ratio.

(c) With respect to each share of Common Stock, par value \$0.01 per share, of Tritel ("Tritel Common Stock"):

(i) each share of Tritel Class A Voting Common Stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any shares to be canceled pursuant to Section 1.7) shall be converted automatically into and become exchangeable for that number (expressed as a decimal) of fully paid and non-assessable shares of Class A Voting Stock equal to the Tritel Exchange Ratio (as defined in subsection (e) below);

(ii) each share of Tritel Class B Non-Voting Common Stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any shares to be canceled pursuant to Section 1.7) shall be converted automatically into and

become exchangeable for that number (expressed as a decimal) of fully paid and non-assessable shares of Class A Voting Stock equal to the Tritel Exchange Ratio;

(iii) each share of Tritel Class C Common Stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any shares to be canceled pursuant to Section 1.7) shall be converted automatically into and become exchangeable for that number (expressed as a decimal) of fully paid and non-assessable shares of the Holding Company Class E Common Stock, par value \$0.01 per share ("Class E Common Stock"), equal to the Tritel Exchange Ratio multiplied by 0.01 and that number (expressed as a decimal) of fully paid and non-assessable shares of Class A Voting Stock equal to the Tritel Exchange Ratio multiplied by 0.99;

(iv) each share of Tritel Class D Common Stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any shares to be canceled pursuant to Section 1.7) shall be converted automatically into and become exchangeable for that number (expressed as a decimal) of fully paid and non-assessable shares of the Holding Company Class F Common Stock, par value \$0.01 per share ("Class F Common Stock"), equal to the Tritel Exchange Ratio multiplied by 0.01 and that number (expressed as a decimal) of fully paid and non-assessable shares of Class A Voting Stock equal to the Tritel Exchange Ratio multiplied by 0.99; and

(v) all Tritel Voting Preference Common Stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any shares to be canceled pursuant to Section 1.7) shall be converted automatically into and become exchangeable for the right to receive an aggregate amount of \$10,000,000 in immediately available funds to be paid at the Effective Time (which source of funds will come from Tritel and not from TeleCorp or the Holding Company); all shares of Tritel Voting

Preference Common Stock owned by William M. Mounger, II shall be converted into three shares of Voting Preference Stock; Messers. Martin and Mounger own all the outstanding shares of Tritel Voting Preference Common Stock.

(d) With respect to each share of Preferred Stock, par value \$0.01 per share, of Tritel ("Tritel Preferred Stock" and, together with the Tritel Common Stock, "Tritel Capital Stock"):

(i) each share of Tritel Series A Preferred Stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any shares to be canceled pursuant to Section 1.7) shall be converted automatically into and become exchangeable for one fully paid and non-assessable share of the Holding Company Series B Preferred Stock, par value \$0.01 per share ("Series B Preferred Stock");

(ii) each share of Tritel Series D Preferred Stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any shares to be canceled pursuant to Section 1.7) shall be converted automatically into and become exchangeable for one fully paid and non-assessable share of the Holding Company Series G Preferred Stock, par value \$0.01 per share ("Series G Preferred Stock").

(e) For purposes of this Agreement, the "TeleCorp Exchange Ratio" shall initially be 1.00 and the "Tritel Exchange Ratio" shall initially be 0.76, in each case subject to adjustment from time to time in accordance with Section 1.10. The TeleCorp and Tritel Exchange Ratios are sometimes referred to herein as the "Exchange Ratios".

(f) As of the Effective Time, all shares of TeleCorp Capital Stock shall no longer be outstanding and shall automatically be deemed canceled and shall cease to exist, and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto, except the right to receive the applicable Holding Company Capital Stock specified in

Section 1.6(a) and (b) (the “TeleCorp Merger Consideration”) as the case may be, and any cash in lieu of fractional shares to be issued or paid in consideration therefor upon surrender of such certificate in accordance with Section 1.12 hereof without interest. For purposes hereof, the term “Holding Company Common Stock” shall mean the Class A Voting Stock, the Class C Common Stock, the Class D Common Stock, the Class E Common Stock, the Class F Common Stock and the Voting Preference Stock; the term “Holding Company Preferred Stock” shall mean the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock, the Series E Preferred Stock, the Series F Preferred Stock and the Series G Preferred Stock; and the term “Holding Company Capital Stock” shall mean the Holding Company Common Stock and the Holding Company Preferred Stock, collectively.

(g) As of the Effective Time, all shares of Tritel Capital Stock shall no longer be outstanding and shall automatically be redeemed and canceled and shall cease to exist, and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto, except the right to receive the applicable Holding Company Capital Stock specified in Section 1.6(c) and (d) (the “Tritel Merger Consideration”) and any cash in lieu of fractional shares to be issued or paid in consideration therefor upon surrender of such certificate in accordance with Section 1.12 hereof without interest.

I.7 Cancellation of Treasury Shares.

(a) At the Effective Time, each share of TeleCorp Capital Stock, if any, held in the treasury of TeleCorp shall be canceled and extinguished without any conversion thereof and no consideration shall be delivered in exchange therefor.

(b) At the Effective Time, each share of Tritel Capital Stock held in the treasury of Tritel, shall be canceled and extinguished without any conversion thereof and no consideration shall be delivered in exchange therefor.

I.8 Stock Options.

(a) At the Effective Time, all options to purchase shares of TeleCorp Common Stock then outstanding under the TeleCorp 1999 Stock Option Plan (the "TeleCorp 1999 Plan"), by virtue of the First Merger and without any action on the part of the holder thereof, shall no longer be options to acquire TeleCorp Common Stock and shall become options to acquire Class A Voting Stock with such terms as provided in Section 1.8(b). At the Effective Time, all options to purchase shares of Tritel Common Stock then outstanding under the Tritel Non-Employee Directors Stock Option Plan (the "Tritel Directors Plan") and the Tritel 1999 Stock Option Plan (the "Tritel 1999 Plan," and with the TeleCorp Option Plans and Tritel Directors Plan, the "Option Plans"), by virtue of the Second Merger and without any action on the part of the holder thereof, shall no longer be options to acquire Tritel Common Stock and shall become options to acquire Class A Voting Stock with such terms as provided in Section 1.8(b). Outstanding options under the Option Plans are referred to herein as "Outstanding Employee Options."

(b) Each such Outstanding Employee Option shall continue to have, and be subject to, the same terms and conditions set forth in the relevant Option Plan, option agreements thereunder and other relevant documentation immediately prior to the Effective Time, except that such Outstanding Employee Options will be exercisable solely for that number of whole shares of Class A Voting Stock equal to the product of the number of shares of TeleCorp or Tritel Common Stock, as the case may be, that were purchasable under such Outstanding Employee Option immediately prior to the Effective Time multiplied by the applicable Exchange Ratio, rounded down to the nearest whole number of shares of the Holding Company Common Stock and the per-share exercise price for the shares of Class A Voting Stock issuable upon exercise of such assumed Outstanding Employee Options will be equal to the quotient determined by dividing the exercise price per-share of TeleCorp or Tritel Common Stock, as the case may be, at

which such Outstanding Employee Options were exercisable immediately prior to the Effective Time by the relevant Exchange Ratio, and rounding the resulting exercise price up to the nearest whole cent.

(c) The Holding Company shall reserve for issuance a sufficient number of shares of Class A Voting Stock for delivery upon exercise of Outstanding Employee Options. As soon as practicable after the Effective Time, the Holding Company shall file a registration statement on Form S-8 under the Securities Act covering the shares of Class A Voting Stock issuable upon the exercise of the Outstanding Employee Options assumed by the Holding Company, and shall use its reasonable efforts to cause such registration statement to become effective as soon thereafter as practicable and to maintain such registration in effect until the exercise or expiration of such assumed Outstanding Employee Options.

(d) TeleCorp and Tritel shall take all such steps as may be required to cause consummation of the transactions contemplated by Section 1.8(a) and (b) and any other disposition of TeleCorp or Tritel equity securities (including derivative securities) in connection with this Agreement by each individual who (x) is a director or officer of TeleCorp or Tritel or (y) at the Effective Time will be a director or officer of the Holding Company, to be exempt under Rule 16b-3 promulgated under the Exchange Act (as defined below), such steps to be taken in accordance with the No-Action Letter dated January 12, 1999, issued by the SEC (as defined below) to Skadden, Arps, Slate, Meagher & Flom LLP.

(e) At the Effective Time, the Holding Company shall assume all of the obligations of TeleCorp under the TeleCorp 1998 Restricted Stock Plan (the "TeleCorp Restricted Stock Plan") and of Tritel under the Tritel Restricted Stock Agreements specified in Schedule 1.8.

I.9 Capital Stock of the Merger Subs.

(a) Each share of common stock, par value \$0.01 per share, of the First Merger Sub ("First Merger Sub Common Stock") issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one validly issued, fully paid and non-assessable share of common stock of TeleCorp II. Each stock certificate of First Merger Sub evidencing ownership of any First Merger Sub Common Stock shall after the Effective Time evidence ownership of such shares of capital stock of TeleCorp II.

(b) Each share of common stock, par value \$0.01 per share, of the Second Merger Sub ("Second Merger Sub Common Stock") issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one validly issued, fully paid and non-assessable share of common stock of Tritel II. Each stock certificate of Second Merger Sub evidencing ownership of any Second Merger Sub Common Stock shall, after the Effective Time, evidence ownership of such shares of capital stock of Tritel II.

I.10 Adjustments to Exchange Ratios. Without limiting any other provision of this Agreement, the TeleCorp Exchange Ratio and the Tritel Exchange Ratio shall each be adjusted, at any time and from time to time, to fully reflect the effect of any stock split, reverse split, stock dividend (including, without limitation, any stock dividend of securities convertible into TeleCorp Capital Stock or Tritel Capital Stock, as the case may be), reorganization, recapitalization or other like change with respect to TeleCorp Capital Stock or Tritel Capital Stock occurring or with a record date after the date hereof and prior to the Effective Time.

I.11 Fractional Shares.

(a) No fraction of a share of Class A Voting Stock shall be issued, but in lieu thereof each holder of shares of TeleCorp Common Stock or Tritel Common Stock, as the case may be, who would otherwise be entitled to a fraction of a share of Class A Stock (after

aggregating all fractional shares of Class A Voting Stock to be received by such holder) shall receive from the Exchange Agent (as defined below) in lieu of such fractional shares of Class A Voting Stock, an amount of cash (rounded to the nearest whole cent and without interest) representing such holder's proportionate interest, if any, in the net proceeds from the sale by the Exchange Agent in one or more transactions (which sale transactions shall be made at such times, in such manner and on such terms as the Exchange Agent shall determine in its reasonable discretion) on behalf of all such holders of the aggregate of the fractional shares of Class A Voting Stock which would otherwise have been issued (the "Excess Shares"). The sale of the Excess Shares by the Exchange Agent shall be executed on the Nasdaq National Market System and shall be executed in round lots to the extent practicable. Until the net proceeds of such sale or sales have been distributed to the holders of TeleCorp Common Stock or Tritel Common Stock, as applicable, the Exchange Agent will hold such proceeds in trust for the holders of the applicable TeleCorp Common Stock and the Tritel Common Stock. The Holding Company shall pay all commissions, transfer taxes and other out-of-pocket transaction costs, including, without limitation, the expenses and compensation of the Exchange Agent, incurred in connection with such sale of the Excess Shares. The Holding Company may decide, at its option, exercised prior to the Effective Time, in lieu of the issuance and sale of Excess Shares and the making of the payments heretofore contemplated by Section 2.4 that the Holding Company shall pay to the Exchange Agent an amount sufficient for the Exchange Agent to pay each holder of TeleCorp Common Stock and Tritel Common Stock the amount such holder would have received pursuant to the foregoing assuming that the sales of Class A Stock were made at a price equal to the average of the closing bid prices of the Class A Stock on the Nasdaq National Market System, for the ten consecutive trading days immediately following the Effective Time and, in such case, all references herein to the cash proceeds of the sale of the Excess Shares and similar references

shall be deemed to mean and refer to the payments calculated as set forth in this sentence. In such event, Excess Shares shall not be issued or otherwise transferred to the Exchange Agent. As soon as practicable after the determination of the amount of cash, if any, to be paid to holders of TeleCorp Common Stock or Tritel Common Stock, as applicable, in lieu of any fractional shares of the applicable TeleCorp Common Stock and the Tritel Common Stock, the Exchange Agent shall make available such amounts to such holders of shares of the applicable TeleCorp Common Stock and the Tritel Common Stock without interest.

(b) Fractions of a share of all classes and series of the Holding Company Capital Stock, other than Class A Voting Stock, may be issued in connection with the Mergers.

I.12 Surrender of Certificates.

(a) Exchange Agent. Prior to the Effective Time, the Holding Company shall designate a bank or trust company to act as exchange agent (the "Exchange Agent") in connection with the Mergers.

(b) The Holding Company to Provide Capital Stock. When and as needed, the Holding Company shall make available to the Exchange Agent for exchange in accordance with this Article I, through such reasonable procedures as the Holding Company may adopt, sufficient shares of the Holding Company Capital Stock to be exchanged pursuant to Section 1.6.

(c) Exchange Procedures. Promptly after the Effective Time, the Holding Company shall cause to be mailed to each holder of record of a certificate or certificates (the "Certificates") which immediately prior to the Effective Time represented outstanding shares of TeleCorp Capital Stock and Tritel Capital Stock whose shares were converted into the right to receive shares of the Holding Company Capital Stock pursuant to Section 1.6, a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent and shall be

in such form and have such other provisions as the TeleCorp and/or Tritel may reasonably specify) and instructions for use in effecting the surrender of the Certificates in exchange for certificates representing shares of the Holding Company Capital Stock. Upon surrender of a Certificate for cancellation to the Exchange Agent, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, the holder of such Certificate shall be entitled to receive in exchange therefor a certificate representing the number and type of shares of the Holding Company Capital Stock or, in the case of Class A Voting Stock, payment in lieu of fractional shares which such holder has the right to receive pursuant to Section 1.11, and the Certificate so surrendered shall forthwith be canceled. Until so surrendered, each outstanding Certificate that, prior to the Effective Time, represented shares of TeleCorp Capital Stock or Tritel Capital Stock, as the case may be, shall be deemed from and after the Effective Time, for all legal purposes, to evidence only the right to receive the number of shares of the Holding Company Capital Stock into which the holder of such shares of TeleCorp Capital Stock or Tritel Capital Stock, as the case may be, is entitled and, in the case of Class A Voting Stock, the right to receive an amount in cash in lieu of the issuance of any fractional shares in accordance with Section 1.11. Any portion of the shares of the Holding Company Capital Stock and cash deposited with the Exchange Agent pursuant to Section 1.12(b) which remains undistributed to the holders of Certificates representing shares of TeleCorp Capital Stock or Tritel Capital Stock, as the case may be, for six (6) months after the Effective Time shall be delivered to the Holding Company, upon demand, and any holders of shares of TeleCorp Capital Stock or Tritel Capital Stock, as the case may be, who have not theretofore complied with the provisions of this Article I shall thereafter look only to the Holding Company and only as general creditors thereof for payment of their claim for the Holding Company Capital Stock, any cash in lieu of fractional shares of Class A Voting Stock and any dividends or

distributions with respect to the Holding Company Capital Stock to which such holders may then be entitled.

(d) Distributions With Respect to Unexchanged Shares. No dividends or other distributions declared or made after the Effective Time with respect to the Holding Company Capital Stock with a record date after the Effective Time will be paid to the holder of any unsurrendered Certificate with respect to the shares of the Holding Company Capital Stock represented thereby until the holder of record of such Certificate shall surrender such Certificate. Subject to applicable law, following the surrender of any such Certificate, there shall be paid to the record holder of the certificates representing shares of the Holding Company Capital Stock issued in exchange therefor, without interest, at the time of such surrender, the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such shares of the Holding Company Capital Stock.

(e) Transfers of Ownership. If any certificate for shares of the Holding Company Capital Stock is to be issued in a name other than that in which the Certificate surrendered in exchange therefor is registered in the stock register of TeleCorp or Tritel, as applicable, it shall be a condition of the issuance thereof that the Certificate so surrendered shall be properly endorsed and otherwise be in proper form for transfer and that the stockholder requesting such exchange shall have paid to the Holding Company, or any agent designated by it, any transfer or other taxes required by reason of the issuance of a certificate for shares of the Holding Company Capital Stock in any name other than that of the registered holder of the Certificate surrendered, or established to the reasonable satisfaction of the Holding Company or any agent designated by it that such tax has been paid or is otherwise not payable.

(f) No Liability. Notwithstanding anything to the contrary in this Agreement, none of the Exchange Agent, the Holding Company, TeleCorp II or Tritel II shall be liable to a

holder of shares of TeleCorp Capital Stock or Tritel Capital Stock, as the case may be, for the Holding Company Capital Stock or any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

(g) Withholding of Tax. Either the Holding Company or the Exchange Agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of shares of TeleCorp Capital Stock or Tritel Capital Stock, as the case may be, such amounts as the Holding Company (or any Affiliate thereof (as defined in Section 10.4)) or the Exchange Agent shall determine in good faith they are required to deduct and withhold with respect to the making of such payment under the Code or any provision of any applicable state, local or foreign tax law. To the extent that amounts are so withheld by the Holding Company or the Exchange Agent, such withheld amounts will be treated for all purposes of this Agreement as having been paid to the holder of the shares of TeleCorp Capital Stock or Tritel Capital Stock, as the case may be, in respect of whom such deduction and withholding were made by the Holding Company.

I.13 Further Ownership Rights in Shares. All shares of the Holding Company Capital Stock issued upon the surrender for exchange of shares of TeleCorp Capital Stock or Tritel Capital Stock, as the case may be, in accordance with the terms of this Article I (including any cash paid in respect thereof) shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of TeleCorp Capital Stock or Tritel Capital Stock, as the case may be, and there shall be no further registration of transfers on the records of either TeleCorp II or Tritel II of shares of capital stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to either TeleCorp II or Tritel II for any reason, they shall be canceled and exchanged as provided in this Article I.

I.14 Contribution.

(a) As soon as practicable after the Effective Time and subject to, and upon the terms and conditions of, this Agreement, AT&T shall deliver or cause to be delivered (i) an amendment to the Network Membership License Agreement, then in effect between AT&T Corp., a New York corporation, and the Holding Company or TeleCorp (the "Existing Network Membership License Agreement"), in the form attached as Exhibit D-1 (the "License Extension Amendment"), (ii) the Airadigm Assignment (as defined below), (iii) the Indus Assignment (as defined below) and (iv) a wire transfer of immediately available funds in the amount of \$20,000,000 (the "Cash Contribution") (the items described in items (i) through (iv), the "Contributed Property") and the Holding Company shall, and shall cause TeleCorp to, as appropriate, execute the License Extension Amendment, the Airadigm Assignment and the Indus Assignment and the Holding Company shall issue to AT&T (or its Affiliates) the Shares. It is expressly understood by the parties that the failure of the Contribution to occur at the Effective Time shall not prevent the Mergers from occurring. As used herein, the term "Airadigm Assignment" shall mean the assignment by AT&T (or one of its Affiliates) of all its rights, title and interest in, to and under a certain Letter of Intent attached hereto as Exhibit D-2 (the "Airadigm Letter of Intent") which contemplates the entering into of an asset purchase agreement (the "Airadigm Purchase Agreement") between Airadigm Communications, Inc., a Wisconsin corporation ("Airadigm"), and a buyer designated by AT&T (the "Airadigm Buyer"), as part of, and subject to the approval of, a Plan of Reorganization filed January 24, 2000 in connection with the bankruptcy proceedings entitled In re Airadigm Communications, Inc., No. 99-33500, Bkcty. W.D. Wisc., a copy of which is attached as Exhibit F (the "Plan of Reorganization"). In the event the Airadigm Purchase Agreement is entered into, the term "Airadigm Assignment" shall mean the assignment by AT&T of all its right, title and interest in, to and under the Airadigm Purchase Agreement. As used herein, the term "Indus Assignment" shall mean the

assignment by AT&T (or its Affiliates) to the Holding Company or TeleCorp (or one of their respective Affiliates) of all its right, title and interest in, to and under that certain Agreement and Plan of Merger in the form of Exhibit G-1 dated as of February 27, 2000, between Indus, Inc. Milwaukee PCS LLC, a Delaware limited liability company (the "Indus Buyer") and certain other parties (the "Indus Merger Agreement"), in the form of Exhibit G-2.

(b) The failure to occur of any or all of the transactions contemplated by the Airadigm Assignment shall not prevent the Contribution from occurring at the Effective Time with respect to the other aspects of the Contribution with respect to which the conditions specified in Section 7.4 shall have been satisfied.

(c) Notwithstanding anything to the contrary in this Agreement, prior to the Effective Time, TeleCorp and AT&T will execute and deliver the Indus Assignment and one or more amendments to the Network Membership License Agreement between AT&T Corp. and TeleCorp dated as of July 17, 1998, the Intercarrier Roamer Service Agreement between AT&T and TeleCorp dated as of July 17, 1998 and the Roaming Administration Agreement between AT&T and TeleCorp dated as of July 17, 1998 extending the rights of TeleCorp under such agreements to the Indus territory in form and substance acceptable to AT&T and TeleCorp (the "Indus Amendments"), as soon as the conditions to the consummation of the transaction contemplated by the Indus Merger Agreement shall be satisfied if such conditions shall be satisfied prior to the Effective Time (an "Early Indus Closing"). In the event of an Early Indus Closing, TeleCorp will not be required to pay AT&T any consideration at the time of the Early Indus Closing. In the event the Early Indus Closing occurs and the Contribution is consummated, the Early Indus Closing shall be deemed part of the Contribution. In the event the Early Indus Closing occurs, TeleCorp or one of its Affiliates will assume all of the obligations of AT&T (or its Affiliates) pursuant to that certain Organizational Agreement effective as of

February 27, 2000, among Kailas Rao, Indus, Inc., AT&T Wireless Services, Inc., the Indus Buyer and AT&T Milwaukee JV, Inc. (the "Indus Organization Agreement") (such costs being referred to herein as the "Indus Transaction Costs"). If the Early Indus Closing occurs and this Agreement is (or the provisions of this Agreement relating to the Contribution are) terminated without the Contribution occurring, then at the option of AT&T: either (i) TeleCorp will re-assign and transfer to AT&T (or its Affiliates or designees) all assets and rights which were assigned and transferred to TeleCorp by AT&T in connection with the Early Indus Closing (and AT&T will reimburse TeleCorp for all out-of-pocket costs incurred by TeleCorp in connection with (x) the Indus Transaction Costs or (y) any improvements to or maintenance of such assets to the extent that AT&T determines reasonably and in good faith that, in the case of clause (x), such costs were either reasonably incurred or were costs that are of the nature of costs that AT&T (or its Affiliates) would incur under similar circumstances or, in the case of clause (y), to the extent such costs improved the value of the Indus assets or were costs that AT&T (or its Affiliates or successor in title) would have to incur in any event; or (ii) TeleCorp will pay AT&T an amount in TeleCorp Class A Voting Stock valued at the average of the closing bid prices for the TeleCorp Class A Voting Stock for the ten trading days immediately preceding the date of the Early Indus Closing equal to (1) \$175 times the number of Indus POPS (where "POPs" means Paul Kagan Associates, Inc. estimate of the 1998 population of a geographic area), less (2) the amount of the purchase price that was paid plus the amount of the Indus debt assumed pursuant to the Indus Merger Agreement or (without duplication) the Indus Organization Agreement. In the event of an Early Indus Closing, if this Agreement is (or the provisions of this Agreement relating to the Contribution are) terminated without the Contribution occurring, AT&T and TeleCorp will take all action necessary so that the Indus Amendments shall be terminated and all the rights thereunder shall revert to AT&T (or its Affiliate).

(d) In the event that AT&T is unable to deliver, or cause the delivery of, the Indus Assets, then AT&T may in lieu thereof deliver or cause to be delivered to the Holding Company executed assignments in form and substance reasonably satisfactory to the Holding Company for 20 MHz of PCS licenses (chosen at AT&T's option) for at least an equivalent number of POPs in the Kansas City or Indianapolis BTAs and their surrounding BTAs or in such other BTA's as the parties agree in good faith are reasonably equivalent to the aforementioned regions (the "Replacement Assets"), provided that if AT&T chooses to provide Replacement Assets, the Holding Company will deliver to AT&T (or its Affiliates) an amount of the Class A Voting Stock (valued based on the average of the closing prices of such stock for the ten trading days immediately preceding delivery of such Class A Voting Stock by the Holding Company) equal to the amount of the purchase price that was required to be paid (plus the amount of the Indus debt to be assumed) pursuant to the Indus Merger Agreement and the transactions contemplated thereby, and, if the number of POPs included in the Replacement Assets chosen exceeds the number of Indus POPs, the Holding Company will deliver to AT&T (or its Affiliates) an additional amount of Class A Voting Stock, valued as described above, equal to \$175 times the number of such excess POPs (in which case the defined term "Shares" shall include such additional shares of Class A Voting Stock).

(i) In the event that AT&T is unable to deliver, or cause the delivery of, the Indus Assets and AT&T does not elect to deliver or cause to be delivered to the Holding Company Replacement Assets, AT&T shall provide prompt notice thereof to TeleCorp (or, after the Effective Time, the Holding Company) and TeleCorp (or the Holding Company) may, by notice given within five business days after receipt of such notice from AT&T, elect to terminate the Contribution.

I.15 Closing. Unless this Agreement shall have been terminated and the transactions contemplated by this Agreement abandoned pursuant to the provisions of Article VIII, and subject to the provisions of Article VII, the closing of the Mergers (the “Closing”) shall take place at 10:00 a.m. (eastern standard time) on a date (the “Closing Date”) to be mutually agreed upon by the parties, which date shall be not later than the fifth business day after all the conditions set forth in Article VII (excluding conditions that, by their nature, cannot be satisfied until or on the Closing Date) shall have been satisfied (or waived in accordance with Article VII, to the extent the same may be waived), unless another time and/or date is agreed to in writing by the parties. The Closing shall take place at the offices of Cadwalader, Wickersham & Taft, 100 Maiden Lane, New York, NY, unless another place is agreed to by the parties.

I.16 Lost, Stolen or Destroyed Certificates. In the event any Certificates evidencing shares of TeleCorp Capital Stock or Tritel Capital Stock, as the case may be, shall have been lost, stolen or destroyed, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed certificates, upon the making of an affidavit of that fact by the holder thereof in form and substance reasonably acceptable to the Holding Company, such shares of the Holding Company Capital Stock to which the holder of such Certificate would otherwise be entitled to pursuant to the provisions of Section 1.6 and cash for fractional shares, if any, as may be required pursuant to Section 1.11; provided, however, that the Holding Company may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificates to deliver a bond in such sum as it may reasonably direct as indemnity against any claim that may be made against the Holding Company or the Exchange Agent with respect to the Certificates alleged to have been lost, stolen or destroyed.

I.17 Tax Consequences. For Federal income tax purposes, the parties intend that the Mergers and the Contribution, taken together, will qualify as a tax-free transaction within

the meaning of Section 351 of the Code and that each of the Mergers be treated as a tax-free reorganization under Section 368(a) of the Code. Except to the extent otherwise required pursuant to a “determination” within the meaning of Code Section 1313(a), the parties shall not take a position on any Tax Return (as defined below) inconsistent with this Section 1.17.

ARTICLE II

STRUCTURE OF HOLDING COMPANY AND RELATED MATTERS

II.1 Organization of the Holding Company.

(a) The Holding Company shall be organized as a corporation under the laws of the State of Delaware and at all times prior to the Effective Time be 50% owned by TeleCorp and 50% owned by Tritel. Upon the Effective Time, the Holding Company shall change its name to “TeleCorp PCS, Inc.” The Certificate of Incorporation and By-laws of the Holding Company in effect immediately prior to the Effective Time shall be in the form of Exhibit H and Exhibit I attached hereto. TeleCorp and Tritel shall effect all steps to organize the Holding Company as soon as practicable after the date of this Agreement. Prior to the Effective Time, the Board of Directors of the Holding Company shall adopt resolutions either designating the Holding Company Preferred Stock and appropriate certificates of designation shall be filed with the Secretary of State of the State of Delaware or amending and restating the Holding Company Certificate of Incorporation and an appropriate Amended and Restated Certificate of Incorporation of the Holding Company shall be filed with the Secretary of State of the State of Delaware .

(b) At the Effective Time, each share of the Holding Company Common Stock held by either TeleCorp or Tritel shall be canceled and all consideration paid therefor shall be returned. Prior to the Effective Time, the Holding Company shall not (i) conduct any business

or be required to cause TeleCorp II or Tritel II to, maintain directors' and officers' liability insurance with comparable coverage if the annual premium of such insurance is more than one hundred and twenty-five percent (125%) of the cost of the most recent annual premium paid by TeleCorp or Tritel, as applicable, but in such case, the Holding Company shall, and shall cause, as much coverage as possible for such amount to be purchased.

(d) This Section 2.4 will survive the consummation of the Mergers, is intended to benefit the Indemnified Parties, and shall be binding on all successors and assigns of TeleCorp II, Tritel II and the Holding Company.

II.5 Headquarters of the Holding Company. The headquarters of the Holding Company shall be located in Arlington, Virginia. Following the Effective Time, the principal corporate offices of TeleCorp II shall be located in Arlington, Virginia, and the principal corporate offices of Tritel II shall be located in Jackson, Mississippi.

II.6 Merger Subs Organization. The Holding Company shall organize the First Merger Sub and the Second Merger Sub under the laws of the State of Delaware. Prior to the Effective Time, the outstanding capital stock of the First Merger Sub and the Second Merger Sub shall each consist of 1,000 shares of common stock, par value \$0.01 per share, all of which shall be owned by the Holding Company. Prior to the Effective Time, the Merger Subs shall not (i) conduct any business operations whatsoever or (ii) enter into any contract or agreement of any kind, acquire any assets or incur any liability, except as may be specifically contemplated by this Agreement. If this Agreement is terminated prior to the Effective Time, the Merger Subs shall be promptly dissolved.