

not, individually or in the aggregate, have a Tritel Material Adverse Effect or a TeleCorp Material Adverse Effect.

(d) Tritel Consents. Tritel shall have obtained the consent or approval of any Person (other than a Governmental Authority) whose consent or approval shall be required in order to permit the consummation of the transactions contemplated hereby (other than the Contribution) except those which the failure to obtain would not, individually or in the aggregate, have a TeleCorp Material Adverse Effect or a Tritel Material Adverse Effect.

(e) Registration Statement Effective; Joint Proxy Statement. The SEC shall have declared the Registration Statement effective prior to the mailing of the Joint Proxy Statements by each of TeleCorp and Tritel to its respective stockholders. No stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and be in effect and no proceeding for that purpose, and no similar proceeding in respect of the Joint Proxy Statement, shall have been initiated or threatened in writing by the SEC and not concluded or withdrawn.

(f) No Order. No Governmental Entity shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, injunction or other order (whether temporary, preliminary or permanent) which is in effect and which has the effect of (i) prohibiting consummation of the Mergers or (ii) creating a TeleCorp Material Adverse Effect or a Tritel Material Adverse Effect.

(g) Tax Opinions. TeleCorp and Tritel shall each have received substantially identical written opinions from their respective tax counsel (Cadwalader, Wickersham & Taft and Brown & Wood LLP, respectively), in form and substance reasonably acceptable to Tritel or TeleCorp, as the case may be, to the effect that the First Merger and the Second Merger, respectively, will constitute part of a tax-free transaction within the meaning of Section 351 of

the Code and that the First Merger and the Second Merger, respectively, will each qualify as a tax-free reorganization under Section 368(a) of the Code and such opinions shall not have been withdrawn. Tritel, TeleCorp and AT&T agree to make reasonable and customary representations substantially in the form of Exhibits I-1, I-2, I-3, I-4, and I-5 respectively, and counsel shall be entitled to rely upon such representations in rendering such opinions.

(h) HSR Act. Any waiting period applicable to the consummation of the Mergers under the HSR Act shall have expired or been terminated.

(i) Blue Sky. All state securities or “blue sky” Permits or approvals required to carry out the transactions contemplated hereby shall have been received.

(j) Affiliate Agreements. The Holding Company shall have received the agreements required by Section 6.14 hereof to be delivered by TeleCorp and Tritel “affiliates,” duly executed by each “affiliate” of TeleCorp or Tritel, as the case may be.

(k) Governmental Filings and Consents.

(i) All governmental filings (other than filings with the FCC) required to be made prior to the Effective Time by TeleCorp, Tritel and the Holding Company with, and all governmental consents (other than consents of the FCC) required to be obtained prior to the Effective Time by TeleCorp, Tritel, and the Holding Company from governmental and regulatory authorities in connection with the execution and delivery of this Agreement by TeleCorp and Tritel and the consummation of the transactions contemplated hereby (other than the Contribution) shall have been made or obtained, except where the failure to make such filing or obtain such consent would not reasonably be expected to result in a TeleCorp Material Adverse Effect or Tritel Material Adverse Effect, as the case may be or a material adverse effect on the Holding Company (assuming the First Merger and Second Merger had taken place).

(ii) All required consents of the FCC to all matters contemplated by the Mergers shall have been obtained pursuant to Final Orders, free of any conditions materially adverse to TeleCorp or Tritel, other than those applicable to the PCS or wireless communications services industry generally. For the purposes of this Agreement, "Final Order" means an action or decision that has been granted by the FCC as to which (A) no request for a stay or similar request is pending, no stay is in effect, the action or decision has not been vacated, reversed, set aside, annulled or suspended and any deadline for filing such request that may be designated by statute or regulation has passed, (B) no petition for rehearing or reconsideration or application for review is pending and the time for the filing of any such petition or application has passed, (C) the FCC does not have the action or decision under reconsideration on its own motion and the time within which it may effect such reconsideration has passed and (D) no appeal is pending, including other administrative or judicial review, or in effect and any deadline for filing any such appeal that may be designated by statute or rule has passed.

(l) Nasdaq National Market Listing. The shares of Class A Voting Stock issuable to stockholders of TeleCorp and Tritel pursuant to this Agreement shall have been approved for quotation on the Nasdaq National Market System, subject only to official notice of issuance.

VII.2 Additional Conditions to Obligations of TeleCorp. The obligation of TeleCorp to consummate and effect the First Merger shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, exclusively by TeleCorp:

(a) Representations and Warranties. The representations and warranties of Tritel contained in this Agreement shall have been true, complete and correct as of the date of this Agreement and as of the Closing Date except (i) to the extent that the failure of such

representations and warranties (other than the representation in Sections 4.3, 4.4 and 4.6) to be true, complete and correct in each case or in the aggregate does not constitute a Tritel Material Adverse Effect, (ii) for changes contemplated by this Agreement and (iii) for those representations and warranties which address matters only as of the date of this Agreement or any other particular date (which shall have been true, complete and correct as of such particular date except to the extent that the failure of such representations and warranties to have been true, complete and correct as of such particular date does not constitute a Tritel Material Adverse Effect) (it being understood that, for purposes of determining the accuracy of such representations and warranties all "Tritel Material Adverse Effect" qualifications and other qualifications based on the word "material" or similar phrases contained in such representations and warranties shall be disregarded). TeleCorp shall have received a certificate with respect to the foregoing signed on behalf of Tritel by the Chief Executive Officer and the Chief Financial Officer of Tritel.

(b) Agreements and Covenants. Tritel shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by them on or prior to the Closing Date, and TeleCorp shall have received a certificate to such effect signed on behalf of Tritel by the Chief Executive Officer and the Chief Financial Officer of Tritel.

(c) Completion of Second Merger. The Second Merger shall have been or shall be simultaneously completed.

VII.3 Additional Conditions to the Obligations of Tritel. The obligations of Tritel to consummate and effect the Second Merger shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, exclusively by Tritel:

(a) Representations and Warranties. The representations and warranties of TeleCorp contained in this Agreement shall have been true, complete and correct as of the date of this Agreement and as of the Closing Date except (i) to the extent that the failure of such representations and warranties (other than the representations in Sections 3.3, 3.4 and 3.6) to be true, complete and correct in each case or in the aggregate does not constitute a TeleCorp Material Adverse Effect, (ii) for changes contemplated by this Agreement and (iii) for those representations and warranties which address matters only as of the date of this Agreement or any other particular date (which shall have been true, complete and correct as of such particular date except to the extent that the failure of such representations and warranties to be true, complete and correct as of such particular date does not constitute a TeleCorp Material Adverse Effect) (it being understood that, for purposes of determining the accuracy of such representations and warranties all “TeleCorp Material Adverse Effect” qualifications and other qualifications based on the word “material” or similar phrases contained in such representations and warranties shall be disregarded). Tritel shall have received a certificate with respect to the foregoing signed on behalf of TeleCorp by the Chief Executive Officer and the Chief Financial Officer of TeleCorp.

(b) Agreements and Covenants. TeleCorp shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it at or prior to the Closing Date, and Tritel shall have received a certificate to such effect signed on behalf of TeleCorp by the Chief Executive Officer and the Chief Financial Officer of TeleCorp.

(c) Completion of First Merger. The First Merger shall have been or shall be simultaneously completed.

#### VII.4 Conditions to Obligations of the Holding Company to Issue the Shares.

The obligation of the Holding Company to issue the Shares to AT&T (or its Affiliates) shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, exclusively by the Holding Company:

(a) Representations and Warranties. The representations and warranties of AT&T contained in this Agreement shall have been true, complete and correct in all material respects as of the date of this Agreement and as of the Closing Date except (i) for changes contemplated by this Agreement and (ii) for those representations and warranties which address matters only as of a particular date (which shall have been true, complete and correct in all material respects as of such particular date). The Holding Company shall have received a certificate with respect to the foregoing signed on behalf of AT&T by an appropriate officer of AT&T.

(b) Agreements and Covenants. AT&T shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it at or prior to the Closing Date, and the Holding Company shall have received a certificate to such effect signed on behalf of AT&T by an appropriate officer of AT&T.

(c) No Order. No Governmental Entity shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, injunction or other order (whether temporary, preliminary or permanent) which is in effect and which has the effect of (i) making the Contribution illegal or otherwise prohibiting consummation of the Contribution or (ii) creating a AT&T Material Adverse Effect.

(d) Governmental Filings and Consents. All governmental filings required to be made prior to the Effective Time by AT&T with, and all governmental consents required to be obtained prior to the Effective Time by AT&T from, governmental and regulatory authorities in

connection with the execution and delivery of this Agreement by AT&T and the consummation of the Contribution shall have been made or obtained, except where the failure to make such filing or obtain such consent would not reasonably be expected to result in a AT&T Material Adverse Effect.

(e) HSR Act. Any waiting period applicable to the consummation of the Contribution under the HSR Act shall have expired or been terminated.

(f) The Airadigm Assignment. Subject to the provisions of Section 1.14(b), the Airadigm Assignment shall have been executed and delivered by AT&T to the Holding Company.

(g) The Indus Assignment. The Indus Merger Agreement and the Indus Assignment and Assumption Agreement shall have been executed and delivered in the respective forms attached hereto as Exhibits H and I and the conditions to the consummation of the transactions contemplated thereby shall have been satisfied.

(h) The License Extension Amendment. AT&T shall have duly executed and delivered the License Extension Amendment to the Holding Company.

(i) Exchange Agreement. The transactions contemplated by the Exchange Agreement dated as of the date hereof between AT&T, and certain of its Affiliates, and TeleCorp, and certain of its Affiliates (the "Exchange Agreement"), shall have been consummated.

VII.5 Conditions to Obligations of AT&T to Effect the Contribution. The obligations of AT&T to effect the Contribution and execute the License Extension Amendment shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, exclusively by AT&T:

(a) Representations and Warranties. The representations and warranties of each of TeleCorp and Tritel contained in this Agreement shall have been true, complete and correct as of the date of this Agreement and as of the Closing Date except (i) to the extent that the failure of such representations and warranties (other than the representations in Sections 3.3, 3.4 and 3.6) to be true, complete and correct in each case or in the aggregate does not constitute a TeleCorp Material Adverse Effect or a Tritel Material Adverse Effect, as appropriate, (ii) for changes contemplated by this Agreement and (iii) for those representations and warranties which address matters only as of a particular date (which shall have been true, complete and correct as of such particular date except to the extent that the failure of such representations and warranties to be true, complete and correct as of such particular date does not constitute a TeleCorp Material Adverse Effect or a Tritel Material Adverse Effect, as appropriate) (it being understood that, for purposes of determining the accuracy of such representations and warranties all “TeleCorp Material Adverse Effect” and “Tritel Material Adverse Effect” qualifications and other qualifications based on the word “material” or similar phrases contained in such representations and warranties shall be disregarded). AT&T shall have received a certificate with respect to the foregoing signed on behalf of TeleCorp by the Chief Executive Officer and the Chief Financial Officer of TeleCorp and on behalf of Tritel by the Chief Executive Officer and the Chief Financial Officer of Tritel.

(b) Agreements and Covenants. TeleCorp and Tritel shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by each of them at or prior to the Closing Date, and AT&T shall have received a certificate to such effect signed on behalf of TeleCorp by the Chief Executive Officer and the Chief Financial Officer of TeleCorp and on behalf of Tritel by the Chief Executive Officer and the Chief Financial Officer of TeleCorp.



(c) No Order. No Governmental Entity shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, injunction or other order (whether temporary, preliminary or permanent) which is in effect and which has the effect of (i) making the Contribution illegal or otherwise prohibiting consummation of the Contribution, (ii) creating a TeleCorp Material Adverse Effect or a Tritel Material Adverse Effect or (iii) which would reasonably be expected to have a material adverse effect on AT&T.

(d) Governmental Filings and Consents. All governmental filings required to be made prior to the Effective Time by TeleCorp, Tritel and the Holding Company with, and all governmental consents required to be obtained prior to the Effective Time by TeleCorp, Tritel, and the Holding Company from, governmental and regulatory authorities in connection with the Contribution shall have been made or obtained, except where the failure to make such filing or obtain such consent would not reasonably be expected to result in a TeleCorp Material Adverse Effect or Tritel Material Adverse Effect, as the case may be or a material adverse effect on AT&T or the Holding Company (assuming the First Merger and Second Merger had taken place), and the waiting periods under the HSR Act for the consummation of the Contribution shall have expired or been terminated.

(e) Completion of Mergers. The First Merger and the Second Merger shall have been completed.

(f) Issuance of Shares. The Holding Company shall have issued or shall simultaneously issue the Shares, to AT&T (or one of its Affiliates).

(g) Exchange Agreement. The transactions contemplated by the Exchange Agreement shall have been consummated.

## ARTICLE VIII

### TERMINATION

VIII.1 General. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Effective Time notwithstanding approval thereof by the stockholders of TeleCorp and the stockholders of Tritel:

(a) by mutual written consent duly authorized by the Boards of TeleCorp and Tritel;

(b) by TeleCorp or Tritel if the Closing shall not have occurred on or before December 31, 2000 (the "Outside Date"); provided, however, that if the Merger shall not have been consummated solely due to the waiting period (or any extension thereof) or approvals under the HSR Act or approvals or consent of the FCC not having expired or been terminated or received, then such date shall be extended to March 31, 2001; and provided, further, that the right to terminate this Agreement under this Section 8.1(b) shall not be available to any party whose willful failure to fulfill any material obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur before such date;

(c) by TeleCorp, (A) if Tritel shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (1) is incapable of being cured by Tritel prior to the Outside Date, and (2) renders any condition under Sections 7.1 or 7.2 incapable of being satisfied prior to the Outside Date, or (B) if a condition under Sections 7.1 or 7.2 to TeleCorp obligations hereunder is incapable of being satisfied prior to the Outside Date;

(d) by Tritel, (A) if TeleCorp shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (1) is incapable of being cured by

TeleCorp prior to the Outside Date, and (2) renders any condition under Sections 7.1 or 7.3 incapable of being satisfied prior to the Outside Date, or (B) if a condition under Sections 7.1 or 7.3 to Tritel obligations hereunder is incapable of being satisfied prior to the Outside Date;

(e) by TeleCorp or Tritel, upon written notice to the other party, if a governmental authority of competent jurisdiction shall have issued an injunction, order or decree enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement (other than just the Contribution), and such injunction, order or decree shall have become final and non-appealable; provided, however, that the party seeking to terminate this Agreement pursuant to this clause (v) has used reasonable best efforts to remove such injunction, order or decree; or

(f) by either TeleCorp, Tritel or AT&T (with respect to the Contribution only) if the TeleCorp Proposals or the Tritel Proposals shall fail to have been approved as provided herein at the TeleCorp Stockholder Meeting or the Tritel Stockholder Meeting, as applicable, including any adjournments thereof.

VIII.2 Obligations in Event of Termination. In the event of any termination of this Agreement as provided in Section 8.1, this Agreement shall forthwith become wholly void and of no further force and effect and there shall be no liability on the part of TeleCorp, Tritel or AT&T, except that the obligations of the parties under the last sentence of Section 1.14(c), the last sentences each of Sections 6.1(a), (b) and (c), Section 6.21 (but only if an Early Indus Closing shall have occurred), Section 10.2 and this Section 8.2 shall remain in full force and effect, and except that termination shall not preclude any party from suing the other party for breach of this Agreement.

VIII.3 Termination of Contribution. The provisions of this Agreement relating to the Contribution may be terminated and the Contribution may be abandoned at any time notwithstanding approval thereof by the stockholders of TeleCorp and the stockholders of Tritel:

(a) by mutual written consent duly authorized by the Boards of the Holding Company (or, before the Effective Time, TeleCorp) and AT&T;

(b) by either the Holding Company (or, before the Effective Time, TeleCorp) or AT&T if the Closing shall have occurred but the Contribution shall not have occurred on or before the Outside Date; provided, however, that the right to terminate the Contribution under this Section 8.3(b) shall not be available to any party whose willful failure to fulfill any material obligation under this Agreement has been the cause of, or resulted in, the failure of the Contribution to occur before such date;

(c) by either the Holding Company (or, before the Effective Time, TeleCorp) or AT&T, upon written notice to the other party, if a Governmental Authority of competent jurisdiction shall have issued an injunction, order or decree enjoining or otherwise prohibiting the consummation of the Contribution, and such injunction, order or decree shall have become final and non-appealable; provided, however, that the party seeking to terminate this Agreement pursuant to this Section 8.3(c) has used reasonable best efforts to remove such injunction, order or decree; or

(d) by TeleCorp or the Holding Company pursuant to Section 1.14(d)(ii).

VIII.4 Obligations in Event of Termination of Contribution. In the event of any termination of the provisions of this Agreement relating to the Contribution, as provided in Section 8.3, such provisions shall forthwith become wholly void and of no further force and effect and there shall be no liability in respect thereof on the part of the Holding Company, TeleCorp, Tritel or AT&T, except that the obligations of the parties under the last sentence of

Section 1.14(c) shall remain in full force and effect, and except that such termination shall not relieve any party from liability for breach of this Agreement.

## ARTICLE IX

### NO SURVIVAL

IX.1 No Survival of Representations and Warranties. All representations and warranties in this Agreement of any Party or in any instrument delivered pursuant to this Agreement (each as modified by the appropriate Disclosure Schedule) shall terminate at the Effective Time.

## ARTICLE X

### MISCELLANEOUS

X.1 Public Announcements. Prior to the Closing Date, no news release or other public announcement pertaining in any way to the transactions contemplated by this Agreement will be made by either TeleCorp, Tritel or AT&T without the prior consent of the other party, unless in the opinion of counsel to such party such release or announcement is required by applicable law or the requirements of the Nasdaq National Market.

X.2 Fees and Expenses. Except as set forth in this Section 10.2, all fees and expenses, including Taxes, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses whether or not the Mergers and the Contribution are consummated; provided, however, that TeleCorp and Tritel shall share equally all fees and expenses, other than attorneys' and accountants' fees and expenses, incurred in relation to the printing and filing (with the SEC) of the Joint Proxy Statement (including any preliminary materials related thereto) and the Registration Statement (including financial statements and exhibits) and any amendments or supplements thereto.

(a) The Holding Company shall file any return with respect to any state or local transfer, stamp, sales or similar Taxes (including any penalties or interest with respect thereto), if any, which are attributable to (i) the transfer of the beneficial ownership of TeleCorp's or Tritel's real property or (ii) the transfer of Tritel's Common or Preferred Stock or TeleCorp's Common or Preferred Stock pursuant to this Agreement (collectively, the "Transfer Taxes") as a result of the Mergers. Each of TeleCorp and Tritel acknowledges that the amount of the Transfer Taxes payable with respect to any shares of TeleCorp's Common or Preferred Stock or Tritel's Common or Preferred Stock may be withheld by the Holding Company from the amount paid pursuant to the Mergers with respect to such shares to the extent required by law. TeleCorp, AT&T and Tritel shall cooperate with the Holding Company in the filing of such returns, including supplying in a timely manner a complete list of all real property interests held by TeleCorp or Tritel and any information with respect to such property that is reasonably necessary to complete such returns. The fair market value of any real property of TeleCorp or Tritel subject to the Transfer Taxes shall be determined by the Holding Company in its discretion.

X.3Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, if telecopied or mailed, first class mail, postage prepaid, return receipt requested, or by overnight courier as follows:

If to TeleCorp:

TeleCorp PCS, Inc.  
1010 Glebe Road  
Arlington, VA 22201  
Attn: Thomas Sullivan

with a copy to:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.  
One Financial Center  
Boston, MA 02111  
Attention: John R. Pomerance  
Fax: (617) 542-2241

Cadwalader, Wickersham & Taft  
100 Maiden Lane  
New York, NY 10038  
Attention: Brian Hoffmann  
Fax: (212) 504-6666

If to Tritel:

Tritel, Inc.  
111 East Capital Street, Suite 500  
Jackson, MS 39201  
Attention: E.B. Martin  
Fax: 601-914-8285

with a copy to:

Brown & Wood LLP  
One World Trade Center  
New York, NY 10048  
Attention: Michael King  
Fax: (212) 839-5599

If to AT&T:

AT&T Wireless Services, Inc.  
7277 164<sup>th</sup> Avenue NE  
Redmond, WA 98052  
Attention: William H. Hague  
Fax: (425) 580-8405

with a copy to:

AT&T Corp.  
295 North Maple Avenue  
Basking Ridge, NJ 07920  
Attention: Marilyn J. Wasser  
Fax: (908) 221-6618

with a copy to:

Wachtell Lipton, Rosen & Katz  
51 West 52<sup>nd</sup> Street  
New York, NY 10019  
Attention: Steven A. Rosenblum and Trevor S. Norwitz  
Fax: (212) 403-2000

or to such other address as either party shall have specified by notice in writing to the other party. All such notices, requests, demands and communications shall be deemed to have been received on the date of personal delivery or telecopy, on the third business day after the mailing thereof or on the first day after delivery by overnight courier.

X.4 Certain Definitions. For purposes of this Agreement, the term:

(a) “Affiliate” means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned Person;

(b) “Court” means any court or arbitration tribunal of the United States, any domestic state, or any foreign country, and any political subdivision thereof.

(c) “Environmental Laws” means any Law pertaining to: (i) the protection of the indoor or outdoor environment; (ii) the conservation, management or use of natural resources and wildlife; (iii) the protection or use of surface water and ground water; (iv) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, emission, discharge, release, threatened release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material; or (v) pollution of air, land, surface water and ground water; and includes, without limitation, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980, as amended, and the Regulations promulgated thereunder and the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et seq.



(d) “Foreign Competition Laws” means any foreign statutes, rules, Regulations, Orders, administrative and judicial directives, and other foreign Laws, that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization, lessening of competition or restraint of trade.

(e) “Governmental Authority” means any governmental, legislature agency or authority (other than a Court) of the United States, any domestic state, or any foreign country, and any political subdivision or agency thereof, and includes any authority having governmental or quasi-governmental powers, including any administrative agency or commission.

(f) “Hazardous Material” means any substance, chemical, compound, product, solid, gas, liquid, waste, by-product, pollutant, contaminant or material which is hazardous or toxic and is regulated under any Environmental Law, and includes without limitation, asbestos or any substance containing asbestos, polychlorinated biphenyls or petroleum (including crude oil or any fraction thereof), or any substance defined or regulated as a “hazardous material”, “hazardous waste”, “hazardous substance”, “toxic substance”, or similar term under any Environmental Law or regulation promulgated thereunder.

(g) “Law” means all laws, statutes, ordinances and Regulations of any Governmental Authority including all decisions of Courts having the effect of law in each such jurisdiction;

(h) “Lien” means any mortgage, pledge, security interest, attachment, encumbrance, lien (statutory or otherwise), option, conditional sale agreement, right of first refusal, first offer, termination, participation or purchase or charge of any kind (including any agreement to give any of the foregoing); provided, however, that the term “Lien” shall not include (i) statutory liens for Taxes, which are not yet due and payable or are being contested in good faith by appropriate proceedings, (ii) statutory or common law liens to secure landlords,

lessors or renters under leases or rental agreements confined to the premises rented, (iii) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance, old age pension or other social security programs mandated under applicable Laws, (iv) statutory or common law liens in favor of carriers, warehousemen, mechanics and materialmen, to secure claims for labor, materials or supplies and other like liens, and (v) restrictions on transfer of securities imposed by applicable state and federal securities Laws;

(i) "Litigation" means any suit, action, arbitration, cause of action, claim, complaint, criminal prosecution, investigation, demand letter, governmental or other administrative proceeding, whether at law or at equity, before or by any Court or Governmental Authority, before any arbitrator or other tribunal;

(j) "Parties" shall mean the signatories to this Agreement, provided that such term shall not include AT&T except in the context of the Contribution, it being understood that AT&T's only obligations under the Agreement relate to the Contribution and the waiver contained in Section 6.17(b).

(k) "Order" means any judgment, order, writ, injunction, ruling or decree of, or any settlement under the jurisdiction of any Court or Governmental Authority.

(l) "Person" means an individual, corporation, partnership, association, trust, unincorporated organization, limited liability company, other entity or group (as defined in Section 13(d)(3) of the Exchange Act);

(m) "Regulation" means any rule or regulation of any Governmental Entity having the effect of Law; and

(n) "Subsidiary" or "Subsidiaries" of any corporation, partnership, joint venture, limited liability company or other legal entity of which such Person (either alone or through or

together with any other Subsidiary) owns, directly or indirectly, 50% or more of the stock or other equity interests the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation or other legal entity.

X.5 Interpretation. When a reference is made in this Agreement to Sections, subsections, Schedules or Exhibits, such reference shall be to a Section, subsection, Schedule or Exhibit to this Agreement unless otherwise indicated. The words “include,” “includes” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation.” The word “herein” and similar references mean, except where a specific Section or Article reference is expressly indicated, the entire Agreement rather than any specific Section or Article.

X.6 Entire Agreement. This Agreement, the TeleCorp Voting Agreement, the Tritel Voting Agreement, the Exchange Agreement, the Stockholders Agreement, the Investors Stockholder Agreement, the License Extension Amendment and the letter agreements executed by Tritel and TeleCorp on the date hereof with Mr. William Mounger and Mr. E.B. Martin, including the Exhibits and Schedules hereto, constitute the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

X.7 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Except as otherwise provided in Section 2.4, nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

X.8 Assignability. This Agreement shall not be assignable by TeleCorp without the prior written consent of Tritel and AT&T, by Tritel without the prior written consent of

TeleCorp and AT&T or by AT&T without the prior written consent of TeleCorp and Tritel (except that AT&T may assign its rights but not its obligations hereunder to an Affiliate of AT&T).

X.9 Amendment; Waiver. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by the parties hereto. No waiver by either party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained herein, and in any documents delivered or to be delivered pursuant to this Agreement and in connection with the Closing hereunder. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

X.10 Section Headings; Table of Contents. The section headings contained in this Agreement and the table of contents to this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

X.11 Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

X.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**X.13 GOVERNING LAW; JURISDICTION AND SERVICE OF PROCESS. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED**

AND ENFORCED IN ACCORDANCE WITH, THE DOMESTIC LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE. EACH OF THE PARTIES HERETO IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT HEREOF BROUGHT BY ANY OTHER PARTY HERETO OR ITS SUCCESSORS OR ASSIGNS MAY BE BROUGHT AND DETERMINED IN THE COURTS OF THE STATE OF DELAWARE, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY SUBMITS WITH REGARD TO ANY SUCH ACTION OR PROCEEDING FOR ITSELF AND IN RESPECT TO ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, TO THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, COUNTERCLAIM OR OTHERWISE, IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT, ANY CLAIM (A) THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE-NAMED COURTS FOR ANY REASON, (B) THAT IT OR ITS PROPERTY IS EXEMPT OR IMMUNE FROM JURISDICTION OF ANY SUCH COURT OR FROM ANY LEGAL PROCESS COMMENCED IN SUCH COURTS (WHETHER THROUGH SERVICE OF JUDGMENT, EXECUTION OF JUDGMENT, OR OTHERWISE), OR (C) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THAT (I) THE SUIT,

**ACTION OR PROCEEDING IN SUCH COURT IS BROUGHT IN AN INCONVENIENT FORUM, (II) THE VENUE OF SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER AND (III) THIS AGREEMENT, OR THE SUBJECT MATTER HEREOF, MAY NOT BE ENFORCED IN OR BY SUCH COURTS.**

**[Intentionally Left Blank]**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

TELECORP PCS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRITEL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AT&T WIRELESS SERVICES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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**SCHEDULE A**

**Board of Directors and Officers**

**TELECORP II:**

Officers:

<u>NAME</u>	<u>POSITION</u>
Gerald T. Vento	Chief Executive Officer
Thomas H. Sullivan	President, Treasurer and Secretary
Julie A. Dobson	Chief Operating Officer

Board of Directors:

<u>NAME</u>	<u>POSITION</u>
Thomas H. Sullivan	Director
Gerald T. Vento	Director

**TRITEL II:**

Officers:

<u>NAME</u>	<u>POSITION</u>
Gerald T. Vento	Chief Executive Officer
Thomas H. Sullivan	President, Treasurer and Secretary
William Arnett	Chief Operating Officer

Board of Directors:

<u>NAME</u>	<u>POSITION</u>
Thomas H. Sullivan	Director
Gerald T. Vento	Director

**HOLDING COMPANY:**

**Officers:**

<u>NAME</u>	<u>POSITION</u>
Gerald T. Vento	Chief Executive Officer
Thomas H. Sullivan	Chief Financial Officer
William M. Mounger	Chairman of the Board of Directors
E.B. Martin	Vice-Chairman of the Board of Directors

**Board of Directors:**

<u>CLASS</u>	<u>NAME</u>	<u>POSITION</u>
Class of 2001	Gerald T. Vento Thomas H. Sullivan William M. Mounger* E.B. Martin*	Director Director Director Director
Class 2002	Alex P. Coleman Michael R. Hannon Michael Schwartz Mary Hawkins-Key Scott Anderson	Director Director Director Director Director
Class of 2003	James M. Hoak David A. Jones, Jr. Andrew Hubregsen [Designee of Majority of Voting Preferred and Reasonably Satisfactory to AT&T] Rohit M. Desai	Director Director Director Director  Director

\* Mr. Mounger and Mr. Martin hold two seats, but are entitled to one vote.

## **SCHEDULE B**

### **Certain Actions Pending the Closing Date**

1. Notwithstanding anything to the contrary in the Agreement, TeleCorp may enter into and consummate (with only immaterial changes therein) the transactions contemplated by the Swap Agreement with AT&T (or its Affiliates) pursuant to which TeleCorp is exchanging certain assets for assets controlled by AT&T (or its Affiliates).

2. Notwithstanding anything to the contrary in the Agreement, in the event that between the date hereof and Closing Date, either Party wishes to participate in any Federal Communications Commission auctions of licenses to radio spectrum for use in providing wireless communications services or wishes to enter into any transactions with AT&T Wireless PCS, LLC for the acquisition and/or disposition of any such licenses with a transaction value not to exceed \$500,000,000, such Party shall have the authority to take such actions if approved by a majority of the Transition Committee.