and nothing has occurred which may be expected to cause the loss of such qualification or exemption; (v) all contributions (including premiums for any insurance policy under which benefits for any TeleCorp Employee Plan are provided) required to be made to any TeleCorp Employee Plan pursuant to Section 412 of the Code, or any contract, or the terms of the TeleCorp Employee Plan or any collective bargaining agreement, or otherwise have been made on or before their due dates and a reasonable amount has been accrued for contributions to each TeleCorp Employee Plan for its current plan year; (vi) each TeleCorp Employee Plan, if any, which is maintained outside of the United States has been operated in all material respects in conformance with the applicable statutes or governmental regulations and rulings relating to such plans in the jurisdictions in which such TeleCorp Employee Plan is present or operates and, to the extent relevant, the United States; and (vii) no TeleCorp Employee Plan is an "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA) subject to Title IV of ERISA (a "Defined Benefit Plan"), or a Multiemployer Plan (as such term is defined in Section 3(37) of ERISA), or a "single-employer plan which has two or more contributing sponsors at least two of whom are not under common control" as described in Section 4063 of ERISA, and none of TeleCorp, any of its Subsidiaries or any TeleCorp ERISA Affiliate has ever maintained or sponsored, participated in, or made or been obligated to make contributions to such a Defined Benefit Plan or such a Multiemployer Plan or such a single employer plan as described in Section 4063 of ERISA.

(e) Each TeleCorp Employee Plan that is a "group health plan" (within the meaning of Code Section 5000(b)(1)) has been operated in compliance in all material respects with all laws applicable to such plan, its terms, and with the group health plan continuation coverage requirements of Section 4980B of the Code and Sections 601 through 608 of ERISA ("COBRA Coverage"), Section 4980D of the Code and Sections 701 through 707 of ERISA, Title XXII of the Public Health Service Act, the provisions of the Social Security Act, and the provisions of any similar law of any state providing for continuation coverage, in each case to the extent such requirements are applicable. No TeleCorp Employee Plan or written or oral agreement exists which obligates TeleCorp, any of its Subsidiaries or any TeleCorp ERISA Affiliate to provide health care coverage, medical, surgical, hospitalization, death, life insurance or similar benefits (whether or not insured) to any current or former employee, officer, director or consultant of TeleCorp, any of its Subsidiaries or any TeleCorp ERISA Affiliate or to any other person following such current or former employee's, officer's, director's or consultant's termination of employment with TeleCorp, any of its Subsidiaries or any TeleCorp ERISA Affiliate, other than COBRA Coverage.

(f) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in conjunction with any other event) result in, cause the accelerated vesting, funding or delivery of, or increase the amount or value of, any payment or benefit to any employee, officer or director of TeleCorp or any of its Subsidiaries, or result in any limitation on the right of TeleCorp or any of its Subsidiaries to amend, merge, terminate or receive a reversion of assets from any TeleCorp Employee Plan or related trust. Without limiting the generality of the foregoing, no amount paid or payable (whether in cash, property, or in the form of benefits) by TeleCorp or any of its Subsidiaries in connection with the transactions contemplated hereby (either solely as a result thereof or as a result of such transactions in conjunction with any other event) will be an "excess parachute payment" within the meaning of Section 280G of the Code.

(g) The consummation of the transactions contemplated by this Agreement will not constitute a "prohibited transaction" under ERISA or the Code for which an exemption is unavailable.

(h) TeleCorp and its Subsidiaries have not made any payments, are not obligated to make any payments, and are not a party to any agreements that under any circumstances could obligate any of them to make any payments that would constitute compensation in excess of the limitation set forth in Section 162(m) of the Code.

2.16 Employment and Labor Matters. There are no controversies pending or, to TeleCorp's knowledge, threatened, between TeleCorp or any of its Subsidiaries and any of their respective employees; neither TeleCorp nor any of its Subsidiaries is a party to any collective bargaining agreement or other labor union contract applicable to persons employed by TeleCorp or its Subsidiaries nor to TeleCorp's knowledge are there any activities or proceedings of any labor union to organize any such employees of TeleCorp or any of its Subsidiaries. Since December 31, 2000, there have been no strikes, slowdowns, work stoppages, lockouts, or threats thereof, by or with respect to any employees of TeleCorp or any of its Subsidiaries. TeleCorp does not have nor at the Closing will TeleCorp have any obligation under the Worker Adjustment and Retraining Notification Act as a result of any acts of TeleCorp taken in connection with the transactions contemplated hereby. Each of TeleCorp and its Subsidiaries is in compliance with all applicable Federal, state, local, and foreign employment, wage and hour, labor non-discrimination and other applicable laws or regulations.

2.17 Registration Statement; Proxy Statement/Prospectus. None of the information supplied by TeleCorp in writing for inclusion in the registration statement on Form S-4, or any amendment or supplement thereto, pursuant to which the shares of AWS Common Stock to be issued in the Merger will be registered with the SEC (including any amendments or supplements thereto, the "Registration Statement") shall, at the time such document is filed, at the time amended or supplemented, at the time the Registration Statement is declared effective by the SEC and at the time of the special meeting of the stockholders of TeleCorp in connection with the Merger (the "TeleCorp Stockholders' Meeting"), contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the information supplied by TeleCorp for inclusion in the proxy statement/prospectus to be sent to the stockholders of TeleCorp in connection with the TeleCorp Stockholders Meeting (such proxy statement/prospectus, as amended or supplemented, is referred to herein as the "Proxy Statement") will, on the date the Proxy Statement is first mailed to the stockholders of TeleCorp and at the time of the TeleCorp Stockholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. If at any time prior to the Effective Time any event relating to TeleCorp or any of its Affiliates, officers or directors should be discovered by TeleCorp which should be or should have been set forth in an amendment or supplement to the Registration Statement or an amendment or supplement to the Proxy Statement, TeleCorp shall promptly inform AWS of such event. The Proxy Statement shall comply in all material respects as to form and substance with the requirements of the Exchange Act and the rules and regulations promulgated thereunder. Notwithstanding the foregoing, TeleCorp makes no representation or warranty with respect to

any information supplied by AWS which is contained in the Registration Statement or Proxy Statement.

2.18 Microwave Clearing. Section 2.18 of the TeleCorp Disclosure Schedule lists each of the microwave relocation agreements relating to the FCC Licenses (collectively, the "Relocation Agreements"). With respect to each Relocation Agreement, Section 2.18 of the TeleCorp Disclosure Schedule sets forth (i) the number of links being cleared, (ii) the projected timing of completion, (iii) the projected costs related to each such link and (iv) the costs incurred to date with respect to each such link.

2.19 Title to Assets; Leases. Each of TeleCorp and its Subsidiaries has good and valid title to all of their owned properties and assets. All leases pursuant to which TeleCorp or any of its Subsidiaries lease real or personal property from others are valid and effective in accordance with their respective terms, and there is not, under any such lease, any existing default or event of default (or event which with notice or lapse of time, or both, would constitute a material default) and in respect of which TeleCorp or such Subsidiary has not taken adequate steps to prevent such a default from occurring where such default would reasonably be expected to have a TeleCorp Material Adverse Effect. TeleCorp has all permits or licenses necessary to use its leased property.

2.20 Taxes.

(a) For purposes of this Agreement, "Tax" or "Taxes" shall mean (i) taxes and governmental impositions of any kind in the nature of (or similar to) taxes, payable to any Federal, state, local or foreign taxing authority, including but not limited to those on or measured by or referred to as income, franchise, profits, gross receipts, capital *ad valorem,* custom duties, alternative or add-on minimum taxes, estimated, environmental, disability, registration, value added, sales, use, service, real or personal property, capital stock, license, payroll, withholding, employment, social security, workers' compensation, unemployment compensation, utility, severance, production, excise, stamp, occupation, premiums, windfall profits, transfer and gains taxes, and interest, penalties and additions to tax imposed with respect thereto, (ii) liability for the payment of any amounts of the types described in clause (i) as a result of being a member of an affiliated, consolidated, combined or unitary group, and (iii) liability for the payment of any amounts as a result of being party to any tax sharing agreement or as a result of any express or implied obligation to indemnify any other person with respect to the payment of any amounts of the type described in clause (i) or (ii); and "Tax Returns" shall mean returns, reports and information statements, including any schedule or attachment thereto, with respect to Taxes required to be filed with the IRS or any other governmental or taxing authority or agency, domestic or foreign, including consolidated, combined and unitary tax returns.

(b) All Federal, state, local and foreign Tax Returns required to be filed (taking into account extensions) on or before the Effective Time by or on behalf of TeleCorp, each of its Subsidiaries, and each affiliated, combined, consolidated or unitary group for Tax purposes of which TeleCorp or any of its Subsidiaries is or has been a member have been or will be timely filed, and all such Tax Returns are or will be true, complete and correct, except to the extent that any failure to file or any inaccuracies in filed Tax Returns would not, individually or in the aggregate, reasonably be expected to have a TeleCorp Material Adverse Effect.

(c) All Taxes due and payable on or before the Effective Time by or with respect to TeleCorp and each of its Subsidiaries have been or will be timely paid, or in the case of Taxes due (taking into account extensions) prior to June 30, 2001, are adequately reserved for, including for claims yet unasserted for items that have been assessed in the past (other than a reserve for deferred Taxes established to reflect timing differences between book and Tax treatment) in accordance with GAAP on TeleCorp's balance sheet filed with Form 10-Q for the quarter ending June 30, 2001 and will be adequately reserved for (other than a reserve for deferred Taxes established to reflect timing differences between book and Tax treatment) in accordance with GAAP on TeleCorp's balance sheet as of the date of the Effective Time, except to the extent that any failure to pay or reserve for such Taxes would not, individually or in the aggregate, reasonably be expected to have a TeleCorp Material Adverse Effect.

(d) There are no audits, disputes or administrative proceedings pending, or claims asserted in writing, for Taxes or assessments for which TeleCorp or any of its Subsidiaries is responsible, nor has TeleCorp or any of its Subsidiaries been requested to give or has been granted any currently effective waivers extending the statutory period of limitation applicable to any Federal, state, local or foreign income Tax return for which TeleCorp is responsible for any period which audits, disputes, administrative proceedings, claims, assessments or waivers would reasonably be expected, individually or in the aggregate, to have a TeleCorp Material Adverse Effect. All material assessments for Taxes due and owing by or with respect to TeleCorp and each of its Subsidiaries with respect to completed and settled examinations or concluded litigation have been paid or accrued.

(e) Other than with respect to its Subsidiaries, TeleCorp is not and has never been (nor does TeleCorp have any liability for Taxes because it once was) a member of an affiliated, consolidated, combined or unitary group, and neither TeleCorp nor any of its Subsidiaries is a party to any Tax allocation or sharing agreement that will be effective as of the Effective Time or that will have further effect for any taxable year (whether the current year, a future year or a past year) or is liable for the Taxes of any other party under Treasury Regulations Section 1.1502-6 (or similar provision of state, local or foreign law), as transferee or successor, by contract, or otherwise.

(f) TeleCorp has not been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(g) Each of TeleCorp and its Subsidiaries has complied in substantially all respects with all applicable Laws relating to the payment and withholding of Taxes (including, without limitation, withholding of Taxes pursuant to Sections 1441, 1442 and 3406 of the Code or similar provisions under any foreign Laws) and have, within the time and in the manner required by Law, withheld and paid over to the proper Governmental Authorities substantially all Taxes required to have been withheld and paid over in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party. Each of TeleCorp and its Subsidiaries have duly and timely collected and remitted to the proper Governmental Authorities all material Taxes required to be collected from customers. The federal and state universal service charges are passed through to customers and as of the Closing

Date, the amount collected from customers will not be materially different from the amounts paid or payable to the relevant governmental authorities.

(h) None of TeleCorp or any of its Subsidiaries shall be required to include in a taxable period ending after the Effective Time a material amount of taxable income attributable to income that accrued in a prior taxable period but was not recognized in any prior taxable period as a result of the installment method of accounting, the completed contract method of accounting, the long-term contract method of accounting, the cash method of accounting or Section 481 of the Code or any other provisions of Federal, state, local or foreign tax law.

2.21 Environmental Matters. Except as disclosed in the TeleCorp SEC Reports filed prior to the date of this Agreement, and except for such instances, if any, which would not, individually or in the aggregate, reasonably be expected to have a TeleCorp Material Adverse Effect, (i) TeleCorp and each of its Subsidiaries have obtained all applicable permits, licenses and other authorizations which are required under applicable Environmental Laws as defined below; (ii) TeleCorp and each of its Subsidiaries are in full compliance with all applicable Environmental Laws and with the terms and conditions of all required permits, licenses and authorizations, and also are in compliance with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in such laws or contained in any applicable regulation, code, plan, order, decree, judgment, notice or demand letter issued, entered, promulgated or approved thereunder; and (iii) as of the date hereof, there has not been any event, condition, circumstance, activity, practice, incident, action or plan which is reasonably likely to interfere with or prevent continued compliance with the terms of such permits, licenses and authorizations or which would give rise to any common law or statutory liability, or otherwise form the basis of any claim, action, suit or proceeding, based on or resulting from TeleCorp's or any of its Subsidiaries' (or, to the knowledge of TeleCorp, any of their respective agent's) manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, or release into the environment, of any Hazardous Material (as defined below); and (iv) TeleCorp and each of its Subsidiaries has taken all actions necessary under applicable requirements of federal, state or local laws, rules or regulations to register any products or materials required to be registered by TeleCorp or its Subsidiaries (or, to the knowledge of TeleCorp, any of their respective agents) thereunder. There is no civil, criminal or administrative action, suit, demand, claim, hearing, notice of violation, investigation, proceeding, notice or demand letter pending or, to the knowledge of TeleCorp, threatened against TeleCorp or any of its Subsidiaries relating in any way to the Environmental Laws or any Regulation, code, plan, Order, decree, judgment, notice or demand letter issued, entered, promulgated or approved thereunder, except as would not individually or in the aggregate, reasonably be expected to have a TeleCorp Material Adverse Effect.

2.22 Intellectual Property.

(a) TeleCorp and its Subsidiaries own, or are licensed or otherwise possess legally enforceable rights to use, all patents, trademarks, trade names, service marks, copyrights and mask works, any applications for and registrations of such patents, trademarks, trade names, service marks, copyrights and mask works, and all processes, formulae, methods, schematics, technology, know-how, computer software programs or applications and tangible or intangible proprietary information or material that are in use or necessary to conduct the business of

TeleCorp and its Subsidiaries as currently conducted, the absence of which would be considered reasonably likely to have a TeleCorp Material Adverse Effect (the "TeleCorp Intellectual Property Rights").

(b) Neither TeleCorp nor any of its Subsidiaries is, or will as a result of the execution and delivery of this Agreement or the performance of TeleCorp's obligations under this Agreement or otherwise be, in breach of or otherwise cause the termination of or limit any license, sublicense or other agreement relating to the TeleCorp Intellectual Property Rights, or any material licenses, sublicenses and other agreements as to which TeleCorp or any of its Subsidiaries is a party and pursuant to which TeleCorp or any of its Subsidiaries is authorized to use any third party patents, trademarks or copyrights, including software which is used by TeleCorp or any of its Subsidiaries, the breach of which would be considered reasonably likely to have a TeleCorp Material Adverse Effect.

(c) All patents, trademarks, service marks (or any applications or registrations therefor) and copyrights which are held by TeleCorp or any of its Subsidiaries, and which are material to the business of TeleCorp and its Subsidiaries, are current, in effect, valid and subsisting. TeleCorp (i) has not been sued in any suit, action or proceeding or received any demands or claims that are still pending which involves a claim of infringement of any patents, trademarks, service marks, copyrights or violation of any trade secret or other proprietary right of any third party; and (ii) has no knowledge that the marketing, licensing or sale of its services infringes any patent, trademark, service mark, copyright, trade secret or other proprietary right of any third party, which infringement would reasonably be expected to have a TeleCorp Material Adverse Effect.

(d) Section 2.22(d) of the TeleCorp Disclosure Schedule sets forth a true and accurate list of all of the agreements, contracts and licenses that are related to, affect, or give rise to any rights or obligation of TeleCorp or any of its subsidiaries with respect to, the "SunCom" trademark, and related trade names, service names, copyrights and marks, including, without limitation, as relate to Affiliate License Co., LLC or any other entity through which TeleCorp or any of its Subsidiaries holds any such rights.

2.23 No Restrictions on the Merger; Takeover Statutes. The Board of Directors of TeleCorp has taken the necessary action to render Section 203 of the DGCL, and any other potentially applicable anti-takeover or similar statute or regulation or provision of the Certificate of Incorporation or By-laws, or other organizational or constitutive document or governing instruments of TeleCorp or any of its Subsidiaries or any TeleCorp Material Agreement to which any of them is a party, inapplicable to this Agreement and the Voting Agreements and the transactions contemplated hereby and thereby.

2.24 Tax Matters. Neither TeleCorp nor any of its Affiliates has taken or agreed to take any action, failed to take any action or is aware of any fact or circumstance that is reasonably likely to prevent the Merger or the combination of the Merger and Follow-On Merger, as applicable, from qualifying as a tax-free reorganization under Section 368(a) of the Code.

2.25 Build-out Requirements. Other than as set forth in Section 2.10(c) of the TeleCorp Disclosure Schedule, where the five-year deadline for satisfaction of the minimum build-out requirement under 47 C.F.R. 24.203 has passed, TeleCorp has satisfied the build-out requirement and has so notified the FCC in a timely manner. Furthermore, other than for those licenses set forth in Section 2.25(b) of the TeleCorp Disclosure Schedule, TeleCorp has filed notifications of satisfaction of minimum build-out requirements for all C- and F- Block designated entity licenses that are not otherwise freely transferable to AWS. TeleCorp has not received from the FCC any notice indicating that any FCC License with respect to which TeleCorp has submitted to the FCC a minimum build-out certification failed or fails to satisfy the minimum build-out requirement in respect of such FCC License. Other than as set forth in Section 2.10(c) of the TeleCorp Disclosure Schedule, TeleCorp is not in breach or otherwise in violation of any FCC build-out requirement relating to any FCC License. On or prior to the date hereof, TeleCorp has entered into the agreement (the "Transfer Agreement"), attached hereto as Exhibit F, to transfer control of, assign, or otherwise convey an interest in, on or prior to Closing, the FCC Licenses set forth in Section 2.25(b) of the TeleCorp Disclosure Schedule.

2.26 Brokers. Except for JP Morgan Chase & Co. and Lehman Bros. Inc., no broker, financial advisor, finder or investment banker or other Person is entitled to any broker's, financial advisor's, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of TeleCorp. TeleCorp has heretofore furnished to AWS a true, complete and correct copy of all agreements between TeleCorp and JP Morgan Chase & Co. and Lehman Bros. Inc. pursuant to which such firms would be entitled to any payment relating to the transactions contemplated hereunder. The total fees and expenses of JP Morgan Chase & Co. and Lehman Bros. Inc. relating to the transactions contemplated hereunder, shall not exceed the amount set forth in Section 2.26 of the TeleCorp Disclosure Schedule.

2.27 Opinion of Financial Advisor. TeleCorp has received the written opinions of its financial advisors, Lehman Bros. Inc. and J.P. Morgan Securities Inc., to the effect that, in their opinion, (i) the Exchange Ratio applicable to each class of TeleCorp Common Stock (other than TeleCorp Voting Preference Common Stock) is fair, from a financial point of view, to the holders (other than AWS) of such class of stock and (ii) the Exchange Ratio applicable to each of the TeleCorp Series C Preferred Stock and TeleCorp Series E Preferred Stock is fair, from a financial point of view, to the holders (other than AWS) of such stock.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF AWS

Except as set forth in the AWS Disclosure Schedule previously delivered to TeleCorp concurrently herewith (the "AWS Disclosure Schedule"), AWS, on behalf of itself and Merger Sub, represents and warrants to TeleCorp that the statements contained in this Article III are true, complete and correct. The AWS Disclosure Schedule shall be arranged in paragraphs corresponding to the numbered and lettered paragraphs contained in this Article III, and the disclosure in any paragraph shall qualify only the corresponding paragraph of this Article III. As used in this Agreement, an "AWS Material Adverse Effect" means any change, event, occurrence, effect or state of facts (a) that is materially adverse to or materially impairs (i) the

business, assets (including intangible assets), liabilities, financial condition or results of operations of AWS and its Subsidiaries, taken as a whole, or (ii) the ability of AWS to perform its obligations under this Agreement, (b) prevents consummation of any of the transactions contemplated by this Agreement; provided that none of the following shall be considered a Material Adverse Effect except to the extent AWS is affected in a materially disproportionate manner as compared to other wireless telecommunications service providers: (x) changes in general economic conditions in the United States, (y) conditions affecting the wireless telecommunications services industry generally and (z) any changes resulting from announcement of the Merger.

3.1 Organization and Qualification; Subsidiaries.

(a) AWS is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all the requisite corporate power and authority necessary to carry on its business as it is now being conducted. AWS is duly qualified or licensed as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary, except where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have an AWS Material Adverse Effect.

(b) Each Subsidiary of AWS is a legal entity, duly incorporated or organized, validly existing and in good standing under the laws of its respective jurisdiction of incorporation or organization and has all the requisite power and authority necessary to own, lease and operate its properties and to carry on its business as it is now being conducted. Each Subsidiary of AWS is duly qualified or licensed as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary, except where the failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have an AWS Material Adverse Effect. Merger Sub has not engaged in any activities other than in connection with the fulfillment of its or AWS's obligations under this Agreement.

3.2 Certificate of Incorporation; By-laws. AWS has heretofore made available to TeleCorp a true, complete and correct copy of its and Merger Sub's respective Certificate of Incorporation and By-laws (or other equivalent organizational or constitutive documents), each as amended or restated to date. Each such Certificate of Incorporation and By-laws of AWS and Merger Sub are in full force and effect. Neither AWS nor Merger Sub is in violation of any of the provisions of its Certificate of Incorporation or By-laws or other equivalent organizational documents.

3.3 Capitalization.

(a) The authorized capital of AWS consists of: 10,000,000,000 shares of AWS Common Stock and 1,000,000,000 shares of Preferred Stock, $0.01 par value per share.

(b) As of September 28, 2001: (i) 2,529,907,793 shares of AWS Common Stock were issued and outstanding, and (ii) no shares of Preferred Stock, $0.01 par value per

share, of AWS were issued and outstanding; and as of the close of business on September 28, 2001 there were outstanding options to acquire 177,367,550 shares of AWS Common Stock and outstanding warrants (all of which warrants had an exercise price on such date of $35.00 per share of AWS Common Stock) to acquire 41,784,273 shares of AWS Common Stock. Except as set forth above, there are no other outstanding rights, options, warrants, conversion rights, or agreements that obligate AWS to issue or sell any shares of AWS Common Stock. None of the outstanding shares of AWS Common Stock are subject to, nor were they issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right.

(c) All outstanding shares of AWS Common Stock are duly authorized, validly issued (including pursuant to the Securities Act), fully paid and non-assessable and not subject to any kind of preemptive (or similar) rights.

(d) As of October 7, 2001, AWS and its Subsidiaries own: (i) 18,288,835 shares of TeleCorp Class A Voting Common Stock, (ii) no shares of TeleCorp Class C Common Stock, (iii) 20,902 shares of TeleCorp Class D Common Stock, (iv) no shares of TeleCorp Class E Common Stock, (v) 2,309.31 shares of TeleCorp Class F Common Stock, (vi) 97,472.84 shares of TeleCorp Series A Preferred Stock, (vii) 90,688.33 shares of TeleCorp Series B Preferred Stock, (viii) 3,070.58 shares of TeleCorp Series C Preferred Stock, (ix) 49,416.98 shares of TeleCorp Series D Preferred Stock, (x) no shares of TeleCorp Series E Preferred Stock, (xi) 14,912,778 shares of TeleCorp Series F Preferred Stock and (xii) 46,374 shares of TeleCorp Series G Preferred Stock.

3.4 Authority; Enforceability. AWS has all necessary corporate power and authority to execute and deliver this Agreement and the Stockholders Agreement Amendment and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by AWS of this Agreement and the Stockholders Agreement Amendment, the performance of its obligations hereunder and thereunder, and the consummation by AWS of the transactions contemplated hereby and thereby, have been duly and validly authorized by all corporate action and no other corporate proceedings on the part of AWS are necessary to authorize this Agreement or the Stockholders Agreement Amendment or to consummate the transactions so contemplated. Each of this Agreement and the Stockholders Agreement Amendment has been duly and validly executed and delivered by AWS and, assuming the due authorization, execution and delivery thereof by all other parties to such agreements, constitutes a legal, valid and binding obligation of AWS in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally or by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or law).

3.5 No Conflict; Required Filings and Consents.

(a) The execution and delivery by each of AWS and Merger Sub of this Agreement and the Stockholders Agreement Amendment do not, and the performance of this Agreement and the Stockholders Agreement Amendment will not, (i) conflict with or violate the Certificate of Incorporation or By-laws or other equivalent organizational or constitutive documents of AWS or Merger Sub, (ii) conflict with or violate any Law, Regulation or Order in

each case applicable to AWS or Merger Sub or by which any of their respective properties is bound or affected, or (iii) result in any breach or violation of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or impair AWS's or Merger Sub's rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the properties or assets of AWS or Merger Sub pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which AWS or Merger Sub is a party or by which AWS or Merger Sub or its or any of their respective properties is bound or affected, except in the case of clauses (ii) or (iii) above, for any such conflicts, breaches, violations, defaults or other occurrences that would not individually or in the aggregate, reasonably be expected to have an AWS Material Adverse Effect or prevent or materially impair or delay the consummation of the transactions contemplated by this Agreement.

(b) The execution and delivery by AWS of this Agreement and the Stockholders Agreement Amendment do not, and the performance of this Agreement and the and Stockholders Agreement Amendment will not, require AWS to obtain any approval of any Person or approval of, observe any waiting period imposed by, or make any filing with or notification to, any Governmental Authority domestic or foreign, except for (i) compliance with applicable requirements of the Securities Act, the Securities Exchange Act, Blue Sky Laws, the HSR Act, or any Foreign Competition Laws, the Communications Act, and the regulations of the FCC, state public utility, telecommunications or public service laws, (ii) the filing of the Certificate of Merger in accordance with the DGCL and/or (iii) where the failure to obtain such approvals, or to make such filings or notifications, would not, individually or in the aggregate, reasonably be expected to have an AWS Material Adverse Effect. The approval or authorization required to be obtained from the FCC pursuant to the Communications Act and/or the rules and regulations of the FCC, are referred to herein as the "Required AWS Governmental Approvals" and, together with the Required TeleCorp Governmental Approvals, as the "Required Governmental Approvals").

3.6 Compliance. Except as disclosed in the AWS SEC Reports filed prior to the date of this Agreement, each of AWS and Merger Sub is in compliance in all material respects with, and is not in default or violation of, (i) its Certificate of Incorporation and By-laws or other equivalent organizational or constitutive documents or (ii) any material note, bond, mortgage, indenture, contract, permit, franchise or other instruments or obligations to which any of them are a party or by which any of them or any of their respective assets or properties are bound or affected, except, in the case of clauses (ii) and (iii), for any such failures of compliance, defaults and violations which would not, individually or in the aggregate, reasonably be expected to have an AWS Material Adverse Effect.

3.7 SEC Filings; Financial Statements.

(a) AWS has timely filed all forms, reports, schedules, statements and documents required to be filed with the SEC since July 9, 2001 (such filings, together with Amendment No. 4 to Registration Statement on Form S-1 dated July 6, 2001, collectively, the "AWS SEC Reports") pursuant to the Federal securities Laws and the SEC regulations promulgated thereunder. The AWS SEC Reports were prepared in accordance, and complied as

of their respective filing dates in all material respects, with the requirements of the Exchange Act and the Securities Act and the rules and regulations promulgated thereunder and did not at the time they were filed (or if amended or superseded by a filing prior to the date hereof, then on the date of such filing) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) Each of the audited and unaudited consolidated financial statements (including, in each case, any related notes and schedules thereto) contained in the AWS SEC Reports (i) complied in all material respects with applicable accounting requirements and the published regulations of the SEC with respect thereto, (ii) were prepared in accordance with GAAP (except, in the case of unaudited statements, to the extent otherwise permitted by Form 10-Q) applied on a consistent basis throughout the periods involved (except as may be expressly described in the notes thereto) and (iii) fairly present in all material respects the consolidated financial position of AWS and its Subsidiaries as at the respective dates thereof and the consolidated results of its operations and cash flows for the periods indicated, subject in the case of interim financial statements to normal year-end adjustments.

3.8 Licenses and Authorizations. Except as disclosed in the AWS SEC Reports filed prior to the date of this Agreement, AWS and its Subsidiaries hold all licenses, permits, certificates, franchises, ordinances, registrations, or other rights, applications and authorizations required to be filed with or granted or issued by any Governmental Authority, including, without limitation, the FCC or any state authority asserting over AWS and its Subsidiaries, and their respective properties and assets, that are required for the conduct of their businesses as currently being conducted (each, as amended to date, the "AWS Authorizations"), other than such licenses, permits, certificates, franchises, ordinances, registrations, or other rights, applications and authorizations the absence of which would not, individually or in the aggregate, be reasonably likely to have an AWS Material Adverse Effect.

3.9 No Violation of Law. Except as set forth in the AWS SEC Reports filed prior to the date of this Agreement, neither AWS nor any of its Subsidiaries is subject to any cease and desist, or other, order, judgment, injunction or decree issued by, or is a party to any written agreement, consent agreement or memorandum of understanding with, or is a party to any commitment letter or similar undertaking to, or is subject to any order or directive by, or has adopted any board resolutions at the request of, any Governmental Authority that materially restricts the conduct of its business or which would reasonably be expected to have an AWS Material Adverse Effect, nor has AWS or any of its Subsidiaries been advised that any Governmental Authority is considering issuing or requesting any of the foregoing.

3.10 Absence of Litigation. Except as disclosed in the AWS SEC Reports filed prior to the date of this Agreement, there is no Litigation pending or, to the knowledge of AWS, threatened against AWS or Merger Sub, or any properties or rights of AWS or Merger Sub, before or subject to any Court or Governmental Authority which, individually or in the aggregate, has had, or would reasonably be expected to have, an AWS Material Adverse Effect.

3.11 Registration Statement; Proxy Statement/Prospectus. None of the information supplied by AWS in writing for inclusion in the Registration Statement shall, at the

time such document is filed, at the time amended or supplemented, at the time the Registration Statement is declared effective by the SEC and at date of the TeleCorp Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the information supplied by AWS for inclusion in the Proxy Statement in connection with the TeleCorp Stockholders' Meeting will, on the date the Proxy Statement is first mailed to the stockholders of TeleCorp and at the date of the TeleCorp Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. If at any time prior to the Effective Time any event relating to AWS or any of its Affiliates, officers or directors should be discovered by AWS which should be set forth in an amendment or supplement to the Registration Statement or an amendment or supplement to the Proxy Statement, AWS shall promptly inform TeleCorp. Notwithstanding the foregoing, AWS makes no representation or warranty with respect to any information supplied by TeleCorp which is contained in the Registration Statement or Proxy Statement.

3.12 Taxes.

(a) All Federal, state, local and foreign Tax Returns required to be filed (taking into account extensions) on or before the Effective Time by or on behalf of AWS, Merger Sub, and each affiliated, combined, consolidated or unitary group for Tax purposes of which AWS or Merger Sub is or has been a member have been or will be timely filed, and all such Tax Returns are or will be true, complete and correct, except to the extent that any failure to file or any inaccuracies in filed Tax Returns would not, individually or in the aggregate, be reasonably expected to have an AWS Material Adverse Effect.

(b) All Taxes due and payable on or before the Effective Time by or with respect to AWS and Merger Sub have been or will be timely paid, or, in the case of Taxes due (taking into account extensions) prior to June 30, 2001, are adequately reserved for including for claims yet unasserted for items that have been assessed in the past (other than a reserve for deferred Taxes established to reflect timing differences between book and Tax treatment) in accordance with GAAP on AWS's balance sheet filed with Form 10-Q for the quarter ending June 30, 2001 and will be adequately reserved for (other than a reserve for deferred Taxes established to reflect timing differences between book and Tax treatment) in accordance with GAAP on AWS's balance sheet as of the date of the Effective Time, except to the extent that any failure to pay or reserve for such Taxes would not, individually or in the aggregate, reasonably be expected to have an AWS Material Adverse Effect.

(c) There are no audits, disputes pending or administrative proceedings, or claims asserted in writing, for Taxes or assessments for which AWS or Merger Sub is responsible, nor has AWS or Merger Sub been requested to give or has been granted any currently effective waivers extending the statutory period of limitation applicable to any Federal, state, local or foreign income Tax return for which AWS is responsible for any period which audits, disputes, administrative proceedings, claims, assessments or waivers would reasonably be expected, individually or in the aggregate, to have an AWS Material Adverse Effect. All

assessments for Taxes due and owing by or with respect to AWS and Merger Sub with respect to completed and settled examinations or concluded litigation have been paid or accrued.

(d) None of AWS or any of its Subsidiaries shall be required to include in a taxable period ending after the Effective Time an amount of taxable income attributable to income that accrued in a prior taxable period but was not recognized in any prior taxable period as a result of the installment method of accounting, the completed contract method of accounting, the cash method of accounting or Section 481 of the Code or any other provisions of Federal, state, local or foreign tax law, if any such inclusion of income would reasonably be expected, individually or in the aggregate, to have an AWS Material Adverse Effect.

(e) AWS has not distributed the stock of a "controlled corporation" as defined in Section 355(a) of the Code, and other than pursuant to the distribution by AWS's former parent on July 9, 2001 (the "AWS Spin-Off"), AWS stock has not been distributed in a transaction intended to qualify under section 355 of the Code. The Merger is not part of a plan or series of related transactions together with the Spin-Off pursuant to which one or more persons acquire directly or indirectly AWS stock representing a 50% or greater interest in AWS.

3.13 Tax Matters. AWS nor any of its Affiliates has taken or agreed to take any action, failed to take any action or is aware of any fact or circumstance that is reasonably likely to prevent the Merger or the combination of the Merger and the Follow-On Merger, as applicable, from qualifying as a tax-free reorganization under Section 368(a) of the Code.

3.14 Absence of Changes. Since July 9, 2001, except as expressly disclosed in the AWS SEC Reports filed prior to the date hereof (other than in the "risk factors" or similar section of any such AWS SEC Report), (i) AWS and its Subsidiaries have conducted their businesses only in the Ordinary Course of Business and (ii) there has not been any change, event, development, damage or circumstance affecting AWS or any of its Subsidiaries which, individually or in the aggregate, has had, or could reasonably be expected to have, an AWS Material Adverse Effect.

3.15 Brokers. Except for Merrill Lynch & Co., no broker, financial advisor, finder or investment banker or other Person is entitled to any broker's, financial advisor's, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of AWS.

3.16 Severance Policy; Letter Agreement. TeleCorp has adopted the Change of Control Severance Policy in the form attached hereto as Exhibit G, and has entered into the letter agreement with TeleCorp Management Corp. in the form attached hereto as Exhibit H.

ARTICLE IV

ADDITIONAL AGREEMENTS

4.1 Access to Information; Confidentiality. TeleCorp agrees that, during the period commencing on the date hereof and ending on earlier to occur of the termination of this Agreement in accordance with Article VI or the Closing Date (in either case, the "Interim Period") and subject to applicable law, (i) it will give or cause to be given to AWS and its

counsel, financial advisors, auditors and other authorized representatives (collectively, "AWS Representatives") such access, during normal business hours and upon reasonable advance notice, to the plants, properties, books and records of it and its Subsidiaries as AWS may from time to time reasonably request, (ii) it will furnish or cause to be furnished to AWS and the AWS Representatives such financial and operating data and other information as it may from time to time reasonably request and (iii) it will provide AWS and the AWS Representatives such access to the representatives, officers and employees of it and its Subsidiaries as AWS may reasonably request. TeleCorp shall not be required to provide access to or disclose information where such access of disclosure would contravene any applicable Law. AWS agrees that it will, and will cause the AWS Representatives to, continue to treat all information obtained hereunder as "Evaluation Material" under the Confidentiality Agreement, dated October 2, 2001 ("Confidentiality Agreement").

4.2 Conduct of Business Pending the Closing Date.

(a) TeleCorp agrees and hereby covenants that, except as permitted, required or contemplated by this Agreement or as described in clear detail in Section 4.2 of the Company Disclosure Schedule or as otherwise consented to in writing by AWS during the Interim Period:

(i) it shall (x) cause its business (including that of its Subsidiaries) to be conducted only in the Ordinary Course of Business consistent with reasonably anticipated subscriber growth and in compliance with applicable Laws and (y) use all reasonable efforts to preserve intact TeleCorp's business organization, keep available the services of its employees and preserve the current relationships with its customers, suppliers and other persons with which it has significant business relations; and

(ii) without limiting the foregoing, it shall not, and shall not permit any of its Subsidiaries to:

(A) amend its Certificate of Incorporation or By-laws or other equivalent organizational document;

(B) (1) merge, consolidate or engage in a similar business combination or (2) make any disposition of any direct or indirect ownership interest in or assets comprising any tower or wireless system or part thereof or cell site or any other local service or access system (including any shares of capital stock of any Subsidiary holding any such interest) or other investment (other than cash equivalents) or material business enterprise or operation (except for the replacement or upgrade of assets, or disposition of redundant assets, in each case in the Ordinary Course of Business), except sales of individual assets (other than inventory) in the Ordinary Course of Business and sales of licenses to the extent permitted by Section 4.2(a)(ii)(G)(4);

(C) issue or sell any shares of its capital stock or other equity or equity-based interests in or securities convertible into or exchangeable for such shares or equity interests, except for (A) the issuance of additional options to purchase TeleCorp Class A Voting Common Stock pursuant to the TeleCorp

Option Plans in a manner and amount that is consistent as to timing and amount with the timing and amount of such grants made under such plans during the 12 months ending October 5, 2001 and in any case does not result in there being outstanding options to purchase more than 13,278,252 shares of TeleCorp Class A Voting Stock (assuming, for purposes of this clause (A), that no outstanding options are exercised), and provided that the consummation of the transactions contemplated hereby shall not constitute a change of control with respect to any of such options (except that any such options held by participants in Titan's Change of Control Severance Policy shall be subject to such accelerated vesting provisions as may be provided in such plan), and provided, further that the exercise price of such options shall be no less than the fair market value of such shares on the date of grant, and (B) the issuance of TeleCorp Class A Voting Common Stock issuable upon exercise of the Outstanding TeleCorp Options and any options granted in accordance with clause (A);

(D) split, combine or reclassify any outstanding shares of its capital stock;

(E) declare, set aside, make or pay any dividend (other than dividends by Subsidiaries of TeleCorp to wholly owned Subsidiaries of TeleCorp or to TeleCorp) or other distribution, payable in stock, property or otherwise, with respect to any of its capital stock or redeem, purchase or otherwise acquire or offer to redeem, purchase or otherwise acquire any shares of its capital stock except the acquisition, redemption or repurchase of capital stock pursuant to and required by existing arrangements;

(F) (1) establish, or increase compensation or benefits provided under, any stay, bonus, incentive, insurance, severance, termination, change of control, deferred compensation, pension, retirement, profit sharing, stock option (including, without limitation, the granting of stock options, stock appreciation rights, performance awards, restricted stock awards or similar instruments), stock purchase or other employee benefit plan, program, policy, or agreement or arrangement or (2) otherwise increase or accelerate the vesting or payment of the compensation payable or the benefits provided or to become payable or provided to any of its current or former directors, officers, employees, consultants or service providers or those of any Subsidiary, or otherwise pay any amounts not due such individual, (3) enter into any new or amend any existing employment or consulting agreement with any director, officer, employees, consultants or service provider or hire retain the services of any such person if the compensation (base and bonus) shall exceed $150,000 or (4) establish, adopt or enter into any collective bargaining agreement, except in each of clauses (1) and (2), as may be required to comply with applicable law or existing contractual arrangements;

(G) (1) acquire (including, without limitation, by merger, consolidation or acquisition of stock or assets) any corporation, partnership, limited liability company, other business organization or any division thereof, (2) acquire any amount of assets of any of the foregoing other than to the extent not prohibited by

Section 4.2(a)(ii)(I) or (J), (3) enter into any joint venture, partnership or similar arrangement or (4) acquire or dispose of any FCC Licenses (except the acquisitions and swap of FCC Licenses set forth in Section 2.7(a)(ii) of the TeleCorp Disclosure Schedule);

(H) assume, guarantee or endorse, or otherwise as an accommodation become responsible for, the obligations of, or make any loans or advances to, any Person other than TeleCorp or a wholly-owned Subsidiary of TeleCorp, other than FCC or USDT debt assumed in connection with the license acquisitions permitted by Section 4.2(a)(ii)(G)(4) not in excess of $10 million in the aggregate;

(I) make any capital expenditures that are not provided for in the capital expenditure budget set forth in Section 4.2 of the TeleCorp Disclosure Schedule;

(J) make a purchase commitment outside the Ordinary Course of Business or materially in excess of the normal, ordinary and usual requirements;

(K) change accounting methods, principles or practices, except insofar as may be required by a change in GAAP;

(L) incur any indebtedness for borrowed money other than to the extent permitted in Section 4.2(c);

(M) sell, assign, transfer or license any TeleCorp Intellectual Property Rights, except in the Ordinary Course of Business;

(N) enter into, amend, terminate, take or omit to take any action that would constitute a material violation of or default under, or waive any material rights under, any TeleCorp Material Contracts or any agreement, contract or understanding of the type referred to in 2.7(c) and (d);

(O) take any action or fail to take any reasonable action permitted by this Agreement if such action or failure to take action would result in (x) any of its representations and warranties set forth in this Agreement becoming untrue in any material respect or (y) any of the conditions to the Closing set forth in Article V of this Agreement not being satisfied;

(P) make any material Tax election or enter into any settlement or compromise of any material Tax liability except as required by a change in applicable Law;

(Q) enter into any agreement, contract or arrangement that materially limits or otherwise materially restricts TeleCorp or any of its Subsidiaries or Affiliates or that would reasonably be expected, after the Effective Time, to limit or restrict AWS or any of its Subsidiaries or Affiliates, from engaging in the business of providing wireless communication services or otherwise from

engaging in any other business, in each case at any time or in any geographic location;

(R) settle or compromise any action, suit or claim, in excess of $1 million individually, or $5 million in the aggregate, or enter into any consent decree, injunction or similar restraint or form of equitable relief in settlement of any action, suit or claim;

(S) enter into, or amend or waive any right under, any agreement with any Affiliates of the Company (other than its Subsidiaries or AWS); or

(T) enter into or amend any contract, agreement, commitment or arrangement with respect to any matter otherwise prohibited by this Section 4.2.

(b) Systems. TeleCorp shall use all reasonable efforts to complete the conversion of its billing system to the Convergys system. Other than as provided for in the immediately preceding sentence, TeleCorp shall not, without AWS's advance written consent, materially change or replace its internal computer systems and processes, including for those billing, data base management, customer information and call processing.

(c) Additional Indebtedness. Section 4.2(a)(ii)(L) notwithstanding: (i) TeleCorp and its Subsidiaries, may incur new or additional indebtedness under agreements with Lucent Technologies, Inc. existing on the date hereof, (ii) TeleCorp and its Subsidiaries may incur additional indebtedness for borrowed money ("Additional Debt"), provided that (x) the total amount of such Additional Debt incurred by TeleCorp and its Subsidiaries shall not exceed $250 million, and (y) the terms of any such Additional Debt shall be reasonably within the range of then-prevailing market terms, and (iii) TeleCorp and its Subsidiaries may incur Additional Debt of up to $40 million from an expansion tranche under its bank credit agreement existing on the date hereof.

(d) New Technology.

(i) During the Interim Period, neither TeleCorp nor any of its Subsidiaries shall construct, build, deploy or purchase any equipment or network relating to the provision of, or provide or offer any, services that are so-called "2.5G" or "3G" or "Third Generation" services, as those terms are commonly understood in the wireless communications industry or as defined herein, including, with limitation, global system for mobile communications/generalized packet radio service or "GSM"/"GPRS" (collectively, "Advanced Services").

(ii) From and after the expiration or termination of any applicable waiting period under the HSR Act, TeleCorp and AWS agree to discuss from time to time at either party's request TeleCorp's short-and long-term plans for the development and deployment of Advanced Services, including its plans for commencing Advanced Services.

4.3 Registration Statement; Other Filings; Board Recommendations.

(a) As promptly as practicable after the execution of this Agreement, TeleCorp and AWS will cooperate in preparing and will file with the SEC the Registration Statement, which shall include the Proxy Statement. Each of TeleCorp and AWS will respond jointly and promptly to any comments of the SEC, will use all reasonable efforts to have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing, and TeleCorp will cause the Proxy Statement to be mailed to its stockholders at the earliest practicable time after the Registration Statement has been declared effective by the SEC. As promptly as practicable after the date of this Agreement, each of TeleCorp and AWS will prepare and file any other documents required to be filed by it under the Exchange Act, the Securities Act or any other Federal, state, foreign or Blue Sky or related laws relating to the Merger and the transactions contemplated by this Agreement (the "Other Filings"). No amendment or supplement to the Proxy Statement or the Registration Statement will be made by TeleCorp or AWS, without the prior approval of the other party except as required by Law, and then only to the extent necessary. Each of TeleCorp and AWS will notify the other promptly upon the receipt of any comments from the SEC or its staff or any other government officials and of any request by the SEC or its staff or any other government officials for amendments or supplements to the Registration Statement, the Proxy Statement or any Other Filing or for additional information and will supply the other with copies of all correspondence between such party or any of its representatives, on the one hand, and the SEC, or its staff or any other government officials, on the other hand, with respect to the Registration Statement, the Proxy Statement, the Merger or any Other Filing. Each of TeleCorp and AWS will cause all documents that it is responsible for filing with the SEC or other regulatory authorities under this Section 4.3(a) to comply in all material respects with all applicable requirements of law and the rules and regulations promulgated thereunder. Whenever any event occurs that is required to be set forth in an amendment or supplement to the Proxy Statement, the Registration Statement or any Other Filing, TeleCorp or AWS, as the case may be, will promptly inform the other of such occurrence and cooperate in filing with the SEC or its staff or any other government officials, and/or mailing to stockholders of TeleCorp, such amendment or supplement.

(b) The Directors' Recommendations shall be included in the Proxy Statement, except that the TeleCorp Board may, to the extent required, withdraw or modify in a manner adverse to AWS such recommendation only if the TeleCorp Board of Directors determines, in good faith, after consultation with, outside legal counsel, that such action is required in order for the TeleCorp directors to comply with their fiduciary duties to its stockholders under applicable law.

4.4 Meeting of TeleCorp Stockholders. TeleCorp shall promptly after the date hereof take all action necessary in accordance with the DGCL and its Certificate of Incorporation and By-laws to duly call, give notice of and hold the TeleCorp Stockholders' Meeting as soon as practicable following the date hereof in order to permit the consummation of the Merger as promptly as practicable, for the purpose of obtaining the Required Stockholder Approval. Once the TeleCorp Stockholders' Meeting has been called and noticed, TeleCorp shall not postpone or adjourn (other than for the absence of a quorum and then only to the next possible future date) the TeleCorp Stockholders' Meeting without AWS's consent. The Board of Directors of TeleCorp shall submit this Agreement to the stockholders of TeleCorp, whether or not the Board

of Directors of TeleCorp at any time changes, withdraws or modifies its recommendation. TeleCorp shall solicit from stockholders of TeleCorp proxies in favor of the Merger and shall take all other action necessary or advisable to secure the vote or consent of stockholders required by the DGCL and its Certificate of Incorporation to authorize this Agreement and the Merger, subject to Section 4.3(b). Without limiting the generality of the foregoing, (i) TeleCorp agrees that its obligation to duly call, give notice of, convene and hold the TeleCorp Stockholders' Meeting as required by this Section 4.4, shall not be affected by any withdrawal, amendment or modification of the TeleCorp Board of Directors' recommendation of the Merger and this Agreement, and (ii) TeleCorp agrees that its obligations under this Section 4.4 shall not be affected by the commencement, public proposal, public disclosure or communication to TeleCorp of any Acquisition Proposal.

4.5 Non-Solicitation.

(a) From and after the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement in accordance with Article VI, TeleCorp shall not, nor shall TeleCorp permit any of their Subsidiaries to, nor shall TeleCorp authorize or permit any of its officers, directors or employees to, and shall use its reasonable best efforts to cause any investment banker, financial advisor, attorney, accountant, or other representatives retained by them or any of their respective Subsidiaries not to (i) solicit, initiate or encourage (including by way of furnishing information) any proposals that constitute, or could reasonably be expected to result in, a proposal or offer for an Acquisition Proposal or (ii) engage in negotiations or discussions concerning, or provide any non-public information regarding TeleCorp or any of its Subsidiaries to any person or entity relating to, any Acquisition Proposal; provided, however, that nothing contained in this Agreement shall prevent TeleCorp or its Board of Directors from, (A) prior to receipt of the Required Stockholder Approval, furnishing non-public information to, or entering into discussions with, any person or entity in connection with an unsolicited bona fide written Acquisition Proposal by such person or entity if and only to the extent that (1) the Company is not then in breach of its obligations under this Section 4.5(a), (2) the Board of Directors of TeleCorp believes in good faith (after consultation with its financial advisors) that such Acquisition Proposal constitutes or may reasonably be expected to result in a Superior Proposal and the Board of Directors of TeleCorp determines in good faith after consultation with its outside legal counsel that failure to take such action may constitute a breach of the Board of Directors' fiduciary duties to its stockholders under applicable law and (3) prior to furnishing such nonpublic information to, or entering into discussions or negotiations with, such Person or entity, such Board of Directors receives from such Person or entity an executed confidentiality agreement with terms no less restrictive than those contained in the Confidentiality Agreement or (B) complying with Rules 14d-9 and 14e-2(a) promulgated under the Exchange Act with regard to an Acquisition Proposal.

(b) Upon receiving an Acquisition Proposal, TeleCorp will promptly notify AWS (which notice shall be provided orally and in writing and shall identify the Person making the Acquisition Proposal), after receipt of any Acquisition Proposal or any amendment or change in any previously received Acquisition Proposal, or any request for nonpublic information relating to TeleCorp or any Subsidiary of TeleCorp or for access to the properties, books or records of TeleCorp or any Subsidiary of TeleCorp by any Person that has made, or to TeleCorp's knowledge may be considering making, an Acquisition Proposal. TeleCorp shall,

and shall cause its Subsidiaries to, immediately cease and cause to be terminated, and use best efforts to cause its officers, directors, employees, investment bankers, consultants, attorneys, accountants, agents and other representatives to, immediately cease and cause to be terminated, all discussions and negotiations, if any, that have taken place prior to the date hereof with any Persons with respect to any Acquisition Proposal and shall request the return or destruction of all confidential information provided to any such Person.

(c) TeleCorp (i) agrees not to release any Person from, or waive any provision of, or fail to enforce, any standstill agreement or similar agreement to which it is a party related to, or which could affect, an Acquisition Proposal and (ii) acknowledges that the provisions of clause (i) are an important and integral part of this Agreement.

(d) For purposes of this Agreement, "Acquisition Proposal" means any offer or proposal for, or any indication of interest in, any (i) direct or indirect acquisition or purchase of a business or asset of TeleCorp or any of its Subsidiaries that constitutes 15% or more of the net revenues, net income or assets of TeleCorp and its Subsidiaries, taken as a whole; (ii) direct or indirect acquisition or purchase of 15% or more of any class of equity securities, or 15% of the voting power, of TeleCorp or any of its Subsidiaries whose business constitutes 15% or more of the net revenues, net income or assets of TeleCorp and its Subsidiaries, taken as a whole; (iii) tender offer or exchange offer that, if consummated, would result in any Person beneficially owning 15% or more of any class of equity securities, or 15% of the voting power, of TeleCorp or any of its Subsidiaries whose business constitutes 15% or more of the net revenues, net income or assets of TeleCorp and its Subsidiaries, taken as a whole; or (iv) merger, consolidation, business combination, recapitalization, liquidation, dissolution or similar transaction involving TeleCorp or any of its Subsidiaries whose business constitutes 15% or more of the net revenue, net income or assets of TeleCorp and its Subsidiaries, taken as a whole, other than the transactions contemplated by this Agreement. For purposes of this Agreement, "Superior Proposal" means any bona fide written Acquisition Proposal obtained not in breach of this Section 4.5 for or in respect of all of the outstanding TeleCorp Capital Stock, on terms that the Board of Directors of TeleCorp determines in its good faith judgment (after consultation with its financial advisors and taking into account all the terms and conditions of the Acquisition Proposal and this Agreement deemed relevant by such Board of Directors, including any break-up fees, expense reimbursement provisions, conditions to and expected timing and risks of consummation, and the ability of the party making such proposal to obtain financing for such Acquisition Proposal and taking into account all other legal, financial, regulatory and all other aspects of such proposal) are more favorable to its stockholders than the Merger.

4.6 Blue Sky. TeleCorp and AWS will use all their respective reasonable efforts to obtain prior to the Effective Time all necessary state securities or "blue sky" Permits and approvals required to permit the distribution of the shares of AWS Common Stock to be issued in accordance with the provisions of this Agreement.

4.7 Registration and Listing of AWS Capital Stock.

(a) AWS will use all reasonable efforts to register the shares of AWS Common Stock to be issued pursuant to this Agreement, and upon exercise of stock options

granted to employees of TeleCorp and its Subsidiaries, under the applicable provisions of the Securities Act and, if required, under any applicable state securities laws.

(b) AWS will use all reasonable efforts to cause the shares of AWS Common Stock to be issued pursuant to this Agreement and upon the exercise of stock options granted to employees of TeleCorp and its Subsidiaries, to be listed for trading on the New York Stock Exchange.

4.8 Further Actions.

(a) Subject to the terms and conditions hereof, TeleCorp and AWS agree to use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement and the Related Agreements including, without limitation, using all reasonable efforts: (i) to obtain prior to the Closing Date, and satisfy any conditions precedent to the grant of, all licenses, certificates, permits, consents, approvals, authorizations, qualifications and orders of governmental authorities and any other Person, including Persons who are parties to contracts with TeleCorp or any of its Subsidiaries or AWS or any of its Subsidiaries as are necessary for the consummation of the transactions contemplated hereby or thereby, including, without limitation, the Required Governmental Approvals and such consents and approvals as may be required under the Communications Act, the HSR Act and any similar Federal, state or foreign legislation; (ii) to effect all necessary registrations and filings; and (iii) to furnish to each other such information and assistance as reasonably may be requested in connection with the foregoing. Each of TeleCorp and AWS shall cooperate fully with each other to the extent reasonably required to obtain such consents. The Parties agree to respond promptly to requests received from any Governmental Authority for additional information in connection with the Merger.

(b) TeleCorp and AWS shall use all reasonable efforts promptly to make all filings which may be required by each of them in connection with the consummation of the transactions contemplated hereby under the HSR Act and any similar Federal, state or foreign legislation.

(c) TeleCorp and AWS shall each use their reasonable best efforts to resolve any competitive issues relating to or arising under the HSR Act or any other Federal, state or foreign antitrust or fair trade law raised by any Governmental Authority and to obtain any approval or authorization required to be obtained from the FCC pursuant to the Communications Act and/or the rules and regulations of the FCC, in each case, in connection with the transactions contemplated by this Agreement and the Related Agreements. If offers to resolve any issues are not accepted by such Governmental Authority on FCC, TeleCorp (with AWS's cooperation) shall promptly pursue all litigation resulting from such issues. The parties hereto will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf or any party hereto in connection with proceedings under or relating to the HSR Act or any other Federal, state or foreign antitrust or fair trade law or the Communications Act or any FCC Regulations. In the event of a challenge to the transaction contemplated by this Agreement pursuant to the HSR Act or the Communications

Act or any FCC Regulations, the parties hereto shall use their reasonable best efforts to defeat such challenge, including by institution and defense of litigation, or to settle such challenge on terms that permit the consummation of the Merger.

(d) Notwithstanding any other provision of this Agreement to the contrary, (i) except as set forth in Section 4.8(f), neither TeleCorp nor any of its Subsidiaries shall, without AWS's prior written consent, commit to any divestiture or hold separate or similar transaction, and (ii) each of TeleCorp and its Subsidiaries shall commit to, and shall use all their reasonable efforts to effect, such transactions or divestitures (which may, at TeleCorp's option, be conditioned upon the Closing and be effective as of the Effective Time) as AWS shall request; provided that, with respect to any of TeleCorp's FCC Licenses for which divestiture may be required to ensure compliance with the spectrum cap (47 C.F.R. § 20.6), AWS agrees to make any such request to the extent required pursuant to FCC Regulations to enable receipt of any approvals or authorizations of the FCC required in connection with or to permit consummation of the Merger unless such request could lead to an action or result that AWS would not be required take or accept pursuant to the next following sentence. Notwithstanding any other provision of this Agreement to the contrary, nothing herein shall require AWS to agree to divest or hold separate any portion of, or restrict or limit the operations of, any of its business or TeleCorp's business or otherwise take action that could reasonably be expected to (A) impair the ability of (1) AWS, directly or through its Subsidiaries, to own and operate the respective businesses of AWS and its Subsidiaries after the Closing, or (2) AWS to own the shares of the Surviving Corporation after the Closing, or (3) AWS to own and operate its business if the transactions contemplated hereby are not consummated, in each case, in substantially the same manner as operated immediately prior to the date hereof or (B) materially impair the ability of AWS, directly or through its Subsidiaries, to own and operate the business of TeleCorp and its Subsidiaries after the Closing or result in a TeleCorp Material Adverse Effect.

(e) TeleCorp shall use its reasonable best efforts to consummate, on or prior to the Closing, the transactions contemplated by the Transfer Agreement.

(f) TeleCorp shall or shall cause its appropriate subsidiaries to divest itself or themselves of the FCC Licenses set forth on Section 2.25 of the TeleCorp Disclosure Schedule as and to the extent required pursuant to FCC Regulations to enable receipt of any approvals or authorizations of the FCC required in connection with or to permit consummation of the Merger.

(g) AWS agrees that, at any time prior to the earlier of (x) termination of this Agreement, (y) receipt of the Required Stockholder Approval or (z) the withdrawal or modification of the Directors' Recommendation in a manner adverse to AWS or the recommendation of the TeleCorp Board of any transaction that is inconsistent with the transactions contemplated by this Agreement, it shall vote any shares of TeleCorp Capital Stock owned by AWS and entitled to vote thereon (i) in favor of adoption of this Agreement and the transactions contemplated hereby and (ii) against any other matters that would be inconsistent with consummation of this Agreement or the transactions contemplated hereby.

(h) TeleCorp shall cause that certain Management Agreement between TeleCorp Management Corp. and TeleCorp PCS,Inc., dated as of July 17, 1998, as amended

May 25,1999, October 18, 1999, and November 13, 2000 ("Management Agreement") to be terminated effective on the Closing Date, no later than simultaneously with the Closing, with no further obligation on the part of TeleCorp or any of its Subsidiaries, provided that, Sections 8(b), 8(c), 8(d) and Section 13 of the Management Agreement shall survive upon termination of the Management Agreement, and Section 4(a) of the Management Agreement shall survive with respect to any reimbursable expenses under Section 4(a) of the Management Agreement incurred by Management prior to the date of termination of the Management Agreement.

4.9 Notification. Each party shall promptly notify the other parties of:

(a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement or the Related Agreements;

(b) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement or the Stockholders Agreement Amendment; and

(c) any action suit, claim, investigation or proceeding commenced or, to its knowledge, threatened against or otherwise affecting such notifying party, which relates to the consummation of the transactions contemplated by this Agreement or the Related Agreement.

4.10 Notice of Breaches; Updates.

(a) TeleCorp shall promptly deliver to AWS written notice of any event or development that would (i) render any statement, representation or warranty of TeleCorp in this Agreement or the Related Agreements (including the TeleCorp Disclosure Schedule) inaccurate or incomplete in any material respect or (ii) constitute or result in a breach by TeleCorp of, or a failure by TeleCorp or any Subsidiary of TeleCorp to comply with, any agreement or covenant in this Agreement or the Related Agreements. No such disclosure shall be deemed to avoid or cure any such misrepresentation or breach.

(b) AWS shall promptly deliver to TeleCorp written notice of any event or development that would (i) render any statement, representation or warranty of AWS in this Agreement (including the AWS Disclosure Schedule) or the Stockholders Agreement Amendment inaccurate or incomplete in any material respect or (ii) constitute or result in a breach by AWS of, or a failure by AWS or any Subsidiary to comply with, any agreement or covenant in this Agreement or the Stockholders Agreement Amendment applicable to it. No such disclosure shall be deemed to avoid or cure any such misrepresentation or breach.

4.11 Affiliates. TeleCorp (i) has disclosed to AWS in Section 4.11 of the TeleCorp Disclosure Schedule hereof all persons who are, or may be, as of the date hereof its "affiliates" for purposes of Rule 145 under the Securities Act, and (ii) shall use all its reasonable efforts to cause each person who is identified as its "affiliate" in Section 4.11 of the TeleCorp Disclosure Schedule to deliver to AWS as promptly as practicable but in no event later than 10 days prior to the Closing Date, a signed agreement substantially in the form attached hereto as Exhibit C. TeleCorp shall notify AWS from time to time of any other persons who then are, or

may be, such an "affiliate" and use all its reasonable efforts to cause each additional person who is identified as an "affiliate" to execute a signed agreement as set forth in this Section 4.11.

4.12 Employee Benefit Matters. Following the Effective Time for a period of at least one year, AWS shall provide to officers and employees of TeleCorp and its Subsidiaries who continue employment employee benefits under employee benefit plans on terms and conditions which are substantially similar in the aggregate to those provided by TeleCorp and its Subsidiaries to their officers and employees prior to the Effective Time; provided, that in its discretion AWS may provide to such officers and employees the employee benefits provided to similarly situated AWS officers and employees. With respect to any benefits plans of AWS or its Subsidiaries in which the officers and employees of TeleCorp and its Subsidiaries participate after the Effective Time, AWS shall: (i) waive any limitations as to pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to such officers and employees under any welfare benefit plan in which such employees may be eligible to participate after the Effective Time (provided, however, that no such waiver shall apply to a pre-existing condition of any such officer or employee who was, as of the Effective Time, excluded from participation in a TeleCorp benefit plan by nature of such pre-existing condition), (ii) provide each such officer and employee with credit for any co-payments and deductibles paid prior to the Effective Time during the year in which the Effective Time occurs in satisfying any applicable deductible or out-of-pocket requirements under any welfare benefit plan in which such employees may be eligible to participate after the Effective Time, and (iii) recognize all service of such officers and employees with TeleCorp and its Subsidiaries (and their respective predecessors) as an employee or officer of AWS to the extent that such service was credited under similar TeleCorp Employee Plans for purposes of eligibility to participate and vesting credit in any benefit plan in which such employees may be eligible to participate after the Effective Time, except to the extent such treatment would result in duplicative accrual of benefits for the same period of service, and with respect to newly adopted AWS plans, to the extent that similarly situated AWS employees are not provided with recognition of service. Nothing herein shall be construed as conferring upon any employee any legal rights with respect to a continuation of employment or other relationship with AWS or its Subsidiaries.

4.13 Indemnification and Insurance.

(a) The Surviving Corporation and AWS shall indemnify, defend and hold harmless, to the fullest extent permitted under applicable Law (in the case of AWS, only to the extent that would be permitted by applicable Law if the Indemnitee were an officer, director or employee of AWS rather than TeleCorp or its Subsidiaries at the relevant time), the individuals who on or prior to the Effective Time were officers, directors and employees of TeleCorp or its Subsidiaries (collectively, the "Indemnitees") with respect to all acts or omissions by them in their capacities as such or taken at the request of TeleCorp or any of its Subsidiaries at any time on or prior to the Effective Time. Following the Effective Time, the Surviving Corporation shall honor all indemnification obligations presently provided under TeleCorp's Certificate of Incorporation and By-Laws in effect on the date hereof. The Surviving Corporation shall honor all indemnification agreements with Indemnitees (including under TeleCorp's By-Laws) in effect as of the date of this Agreement in accordance with the terms thereof. TeleCorp has disclosed to AWS all such indemnification agreements prior to the date of this Agreement.

(b) For six years after the Effective Time, AWS shall or shall cause the Surviving Corporation to procure the provision of officers' and directors' liability insurance in respect of acts or omissions occurring prior to the Effective Time covering each such Person currently covered by TeleCorp's officers' and directors' liability insurance policy on terms with respect to coverage and in amounts no less favorable than those of such policy in effect on the date hereof; provided, that if the aggregate annual premiums for such insurance at any time during such period shall exceed 250% of the per annum rate of premium paid by TeleCorp and its Subsidiaries as of the date hereof for such insurance, then AWS shall, or shall cause the Surviving Corporation to, purchase only such coverage as shall then be available at an annual premium equal to 250% of such rate.

(c) The certificate of incorporation of the Surviving Corporation shall, from and after the Effective Time, contain provisions no less favorable with respect to limitation of certain liabilities of directors and indemnification than are set forth as of the date of this Agreement in the Certificate of Incorporation of TeleCorp, which provisions shall not be amended, repealed or otherwise modified for a period of six years from the Effective Time in a manner that would adversely affect the rights thereunder of individuals who at the Effective Time were directors or officers of TeleCorp.

(d) In the event that the Surviving Corporation or any of its successors or assigns (i) consolidates with or merges into any other person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any person, or otherwise dissolves the Surviving Corporation, then, and in each such case, AWS shall cause proper provision to be made so that the successors and assigns of the Surviving Corporation assume the obligations of the Surviving Corporation set forth in this Section 4.13.

4.14 Plan of Reorganization. This Agreement is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g).

4.15 Tax-Free Exchange. The parties intend the Merger or the combination of the Merger and the Follow-On Merger, as applicable, to qualify as a reorganization under Section 368(a) of the Code. Each of the Parties will use all reasonable efforts, and each agrees to cooperate with the other and provide each other with such documentation, information and materials, as may be reasonably necessary, proper or advisable, to cause the Merger or the combination of the Merger and the Follow-On Merger, as applicable, to so qualify and to obtain, as of the Effective Time and, to the extent necessary, as of the date the Form S-4 shall become effective, the opinions required pursuant to Section 5.2(b) and Section 5.3(b) hereof. No party hereto will knowingly take any action, fail to take any action, or cause any action to be taken if such action or failure to take such action would cause the Merger or the combination of the Merger and the Follow-On Merger, as applicable, not to qualify as a reorganization under Section 368(a) of the Code. Except as required pursuant to a determination (as defined in Section 1313 of the Code), no party hereto will take any Tax reporting position (whether on a Tax Return or otherwise) that is inconsistent with the treatment of the Merger, or the combination of the Merger and the Follow-On Merger, as the case may be, as a reorganization within the meaning of Section 368(a) of the Code.