

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER
BY AND AMONG
WIZARDS-PATRIOTS HOLDINGS, INC.
WIZARDS ACQUIRING SUB, INC.
METROCALL HOLDINGS, INC.,
PATRIOTS ACQUIRING SUB, INC.
AND
ARCH WIRELESS, INC.
DATED AS OF MARCH 29, 2004

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of March 29, 2004 (this "Agreement"), by and among Wizards-Patriots Holdings, Inc., a Delaware corporation ("Parent"), Wizards Acquiring Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Metrocall Acquiring Sub"), Metrocall Holdings, Inc., a Delaware corporation ("Metrocall"), Patriots Acquiring Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Arch Acquiring Sub"), and Arch Wireless, Inc., a Delaware corporation ("Arch"). Metrocall and Arch are sometimes together referred to collectively as the "Companies" and, individually, as a "Company."

WITNESSETH:

WHEREAS, the respective Boards of Directors of Metrocall (the "Metrocall Board") and Arch (the "Arch Board") have approved this Agreement and have deemed it in the best interests of their respective stockholders that Metrocall and Arch engage in a business combination under the terms set forth herein;

WHEREAS, Metrocall owns all of the outstanding capital stock of Parent and has caused Parent to form Metrocall Acquiring Sub and Arch Acquiring Sub;

WHEREAS, the respective Boards of Directors of Parent, Metrocall Acquiring Sub and Metrocall have approved the merger of Metrocall Acquiring Sub with and into Metrocall (the "Metrocall Merger") and deem it advisable and in the best interests of their respective stockholders that the Metrocall Merger be consummated, and the respective Boards of Directors of Parent, Arch Acquiring Sub and Arch have approved the merger of Arch Acquiring Sub with and into Arch (the "Arch Merger", and together with the Metrocall Merger, the "Merger") and have deemed it advisable and in the best interests of their respective stockholders that the Arch Merger be consummated, in each case upon the terms and subject to the conditions set forth herein;

WHEREAS, for federal income tax purposes, the parties intend that the Merger shall be treated as a transfer by the holders of Metrocall Common Stock (as defined in Section 2.1(a)) and Arch Common Stock (as defined in Section 2.1(c)) of all such shares of such stock (other than Appraisal Shares (as defined in Section 2.1(a)) and shares of such stock held by either Metrocall or Arch) to Parent in exchange for all the issued and outstanding shares of Parent Common Stock (as defined in Section 2.1(a)) and, in the case of certain holders of Metrocall Common Stock, cash, all as described in Section 151 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder; and

WHEREAS, the parties hereto desire to make certain representations, warranties, covenants and agreements in connection with the transactions contemplated by this Agreement (the "Transactions").

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants contained herein, the parties hereto agree as follows:

ARTICLE I
THE MERGER

Section 1.1 The Merger. (a) Charter and Bylaws of Parent; Conduct. The certificate of incorporation and bylaws of Parent (respectively, the "Parent Certificate of Incorporation" and "Parent Bylaws"), and the initial organizational minutes of the board of directors of Parent, shall be in the form of Exhibit A-1, Exhibit A-2 and Exhibit A-3 to this Agreement, respectively. From and after the Effective Time, each of the Parent Certificate of Incorporation and the Parent Bylaws may be amended in accordance with their respective terms and as provided in the DGCL, except that references to the name of Parent shall be amended to reflect a change in such name as determined by the Parent Board. From the date of this Agreement until the Effective Time, Metrocall shall (a) consult with Arch prior to causing or permitting, and shall not cause or permit, Parent, Metrocall Acquiring Sub or Arch Acquiring Sub to take any action inconsistent with the provisions of this Agreement without the written consent of Arch, (b) take all action necessary to cause Parent, Metrocall Acquiring Sub and Arch Acquiring Sub to perform their respective obligations under this Agreement, and (c) take all action necessary to ensure that, prior to the Effective Time, none of Parent, Metrocall Acquiring Sub or Arch Acquiring Sub conducts any business or makes any investment other than as contemplated by this Agreement or as may otherwise be agreed to by Arch in writing.

(b) The Metrocall Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as defined in Section 1.2) and in accordance with the Delaware General Corporation Law (the "DGCL"), Metrocall Acquiring Sub shall be merged with and into Metrocall and the separate existence of Metrocall Acquiring Sub shall thereupon cease. Metrocall shall be the surviving corporation in such merger and a wholly-owned subsidiary of Parent and, after the Effective Time, is hereinafter sometimes referred to as the "Surviving Metrocall Corporation."

(c) The Arch Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time and in accordance with the DGCL, Arch Acquiring Sub shall be merged with and into Arch and the separate existence of Arch Acquiring Sub shall thereupon cease. Arch shall be the surviving corporation in such merger and a wholly-owned subsidiary of Parent and, after the Effective Time, is hereinafter sometimes referred to as the "Surviving Arch Corporation" and, together with the Surviving Metrocall Corporation, the "Surviving Corporations."

Section 1.2 Effective Time of the Merger.

The Merger shall become effective at such time and date (the "Effective Time") as shall be stated in appropriate certificates of merger with respect to the Metrocall Merger and the Arch Merger (which time and date shall be identical for each merger), respectively, in form mutually acceptable to Metrocall and Arch and executed in accordance with the relevant provisions of the DGCL, to be filed with the Secretary of State of the State of Delaware in accordance with the DGCL (the "Merger Filing"), concurrently with the closing of the Transactions in accordance with Section 2.12.

Section 1.3 Certificates of Incorporation. (a) The certificate of incorporation of the Surviving Metrocall Corporation shall be amended as of the Effective Time such that it is identical to the certificate of incorporation of Metrocall Acquiring Sub as in effect immediately prior to the Effective Time, and thereafter may be amended in accordance with its terms and as provided in the DGCL, except that references to the name of the Surviving Metrocall Corporation shall be amended to reflect a change in such name as determined by the Parent Board.

(b) The certificate of incorporation of the Surviving Arch Corporation shall be amended as of the Effective Time such that it is identical to the certificate of incorporation of Arch Acquiring Sub as in effect immediately prior to the Effective Time, and thereafter may be amended in accordance with its terms and as provided in the DGCL, except that references to the name of the Surviving Arch Corporation shall be amended to reflect a change in such name as determined by the Parent Board.

Section 1.4 Bylaws. (a) The bylaws of the Surviving Metrocall Corporation shall be amended as of the Effective Time such that they are identical to the bylaws of Metrocall Acquiring Sub as in effect immediately prior to the Effective Time, and (subject to Section 6.9 hereof) thereafter may be amended in accordance with their terms and as provided by the certificate of incorporation of the Surviving Metrocall Corporation and the DGCL, except that references to the name of the Surviving Metrocall Corporation shall be amended to reflect a change in such name as determined by the Parent Board.

(b) The bylaws of the Surviving Arch Corporation shall be amended as of the Effective Time such that they are identical to the bylaws of Arch Acquiring Sub as in effect immediately prior to the Effective Time, and (subject to Section 6.9 hereof) thereafter may be amended in accordance with their terms and as provided by the certificate of incorporation of the Surviving Arch Corporation and the DGCL, except that references to the name of the Surviving Arch Corporation shall be amended to reflect a change in such name as determined by the Parent Board.

Section 1.5 Officers (a) The officers of the Surviving Metrocall Corporation after the Effective Time shall be the officers of Metrocall Acquiring Sub in office immediately prior to the Effective Time, until their successors are elected or appointed and qualified or until their resignation or removal.

(b) The officers of the Surviving Arch Corporation after the Effective Time shall be the officers of Arch Acquiring Sub in office immediately prior to the Effective Time, until their successors are elected or appointed and qualified or until their resignation or removal.

Section 1.6. Directors. (a) The directors of the Surviving Metrocall Corporation after the Effective Time shall be the directors of Acquiring Sub in office immediately prior to the Effective Time, until their successors are elected or appointed and qualified or until their resignation or removal.

(b) The directors of the Surviving Arch Corporation after the Effective Time shall be the directors of Arch Acquiring Sub in office immediately prior to the Effective Time, until their successors are elected or appointed and qualified or until their resignation or removal.

Section 1.7 Effect of Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of Delaware law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time:

(a) all of the property, rights, privileges, powers and franchises of Metrocall and Metrocall Acquiring Sub shall vest in the Surviving Metrocall Corporation, and all debts, liabilities and duties of Metrocall and Metrocall Acquiring Sub shall become the debts, liabilities and duties of the Surviving Metrocall Corporation; and

(b) all of the property, rights, privileges, powers and franchises of Arch and Arch Acquiring Sub shall vest in the Surviving Arch Corporation, and all debts, liabilities and duties of Arch and Arch Acquiring Sub shall become the debts, liabilities and duties of the Surviving Arch Corporation.

ARTICLE II CONVERSION AND EXCHANGE OF SECURITIES

Section 2.1 Effect on Capital Stock. (a) Metrocall Common Stock. At the Effective Time, by virtue of the Metrocall Merger and without any action on the part of any holder of capital stock of Metrocall or any holder of capital stock of Metrocall Acquiring Sub:

(i) (A) Subject to Sections 2.1(a)(ii), 2.1(a)(v), 2.3, 2.4 and 2.10, each share of common stock, par value \$0.01 per share, of Metrocall ("Metrocall Common Stock") issued and outstanding immediately prior to the Effective Time with respect to which an election has been effectively made and not revoked or lost pursuant to Section 2.3 or deemed made pursuant to Section 2.4 (collectively, the "Electing Shares") shall be converted into the right to receive an amount equal to \$75.00 (the "Cash Election Price"), in cash, without interest. (B) Subject to Sections 2.1(a)(ii), 2.1(a)(v), 2.3, 2.4 and 2.10, each share of Metrocall Common Stock (other than Electing Shares) issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive 1.876 shares (the "Metrocall Exchange Ratio") of common stock, par value \$0.0001 per share, of Parent ("Parent Common Stock"). The shares of Parent Common Stock to be issued and cash payable upon the conversion of shares of Metrocall Common Stock pursuant to this Section 2.1(a)(i) and cash in lieu of fractional shares of Parent Common Stock as contemplated by Section 2.10 are referred to collectively as "Metrocall Merger Consideration". All shares of Parent Common Stock issued pursuant to this Section 2.1(a)(i) shall be duly authorized, validly issued and free of preemptive rights, with no personal liability attaching to the ownership of such shares. All shares of Metrocall Common Stock converted into shares of Parent Common Stock or cash pursuant to this Section 2.1(a)(i) shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate formerly representing any such shares shall cease to have any rights, except the right to receive cash, Parent Common Stock to be issued and cash in lieu of fractional shares of Parent Common Stock as contemplated by Section 2.10, in consideration for

such shares upon the surrender of such certificate in accordance with this Article II, without interest.

(ii) All shares of Metrocall Common Stock that are owned by Metrocall as treasury stock and any shares of Metrocall Common Stock owned by Arch or any Subsidiary of Arch immediately prior to the Effective Time, other than shares under any existing employee benefit plan which are held by either Company as trustee, shall be canceled and retired and shall cease to exist and no share capital of Parent or other consideration shall be delivered in exchange therefore.

(iii) Each share of common stock, par value \$0.01 per share, of Metrocall Acquiring Sub issued and outstanding immediately before the Effective Time shall be converted into one share of common stock of the Surviving Metrocall Corporation.

(iv) If any shares of Metrocall Common Stock outstanding immediately prior to the Effective Time are unvested or are subject to a repurchase option, risk of forfeiture or other condition under any applicable restricted stock purchase agreement or other agreement with Metrocall, then any shares of Parent Common Stock issued in exchange for such shares of Metrocall Common Stock will also be unvested and subject to the same repurchase option, risk of forfeiture or other condition, and the certificates representing such shares of Parent Common Stock may accordingly be marked with appropriate legends, except that this Section 2.1(a)(iv) shall not apply to any such shares that, pursuant to the terms of the applicable agreement, certificate or other governing instrument, would otherwise be vested or freed of such repurchase option, risk of forfeiture or other condition as a result of the Transactions. Metrocall shall take all action that may be necessary to ensure that, from and after the Effective Time, Parent is entitled to exercise any such repurchase option or other right set forth in any such restricted stock purchase agreement or other agreement.

(v) Notwithstanding anything in this Agreement to the contrary, shares of Metrocall Common Stock that are outstanding immediately prior to the Effective Time and that are held by any Person who is entitled to demand and properly demands appraisal of such shares pursuant to, and who complies in all respects with, Section 262 ("Section 262") of the DGCL ("Appraisal Shares") shall not be converted into Metrocall Merger Consideration as provided in Section 2.1(a)(i), but rather the holders of Appraisal Shares shall be entitled to payment of the fair value of such Appraisal Shares in accordance with Section 262; provided, however, that if any such holder shall fail to perfect or otherwise shall waive, withdraw or lose the right to appraisal under Section 262, then the right of such holder to be paid the fair value of such holder's Appraisal Shares shall cease and such Appraisal Shares shall be deemed to no longer be Appraisal Shares and, instead, shall be deemed to be Non-Electing Shares, to have been converted as of the Effective Time into, and to have become exchangeable solely for the right to receive, Metrocall Merger Consideration as provided in Section 2.1(a)(i).

(b) Metrocall Stock Options, Warrants and Unissued Shares Under the Metrocall Plan of Reorganization. (i) Metrocall Stock Options. At the Effective Time, all options to purchase shares of Metrocall Common Stock (each, a "Metrocall Stock Option") which are then outstanding and unexercised shall cease to represent a right to acquire shares of Metrocall Common Stock and shall be converted automatically into an option to acquire, on the

same terms and conditions as were otherwise applicable under the Metrocall Stock Option, shares of Parent Common Stock as set forth below. From and after the Effective Time (i) the number of shares of Parent Common Stock purchasable upon exercise of each outstanding converted Metrocall Stock Option shall be equal to the product of (x) the number of shares of Metrocall Common Stock that were purchasable upon exercise of such converted Metrocall Stock Option immediately prior to the Effective Time and (y) the Metrocall Exchange Ratio, rounded up to the nearest whole share of Parent Common Stock, and (ii) the exercise price per share of Parent Common Stock under each converted Metrocall Stock Option shall be obtained by dividing (x) the exercise price per share of Metrocall Common Stock of such converted Metrocall Stock Option immediately prior to the Effective Time by (y) the Metrocall Exchange Ratio, rounded down to the nearest cent; provided, however, that in the case of any Metrocall Stock Option to which Section 421 of the Code, applies by reason of its qualification under Section 422 of the Code, the exercise price per share, the number of shares subject to such Metrocall Stock Option and the terms and conditions of exercise of such Metrocall Stock Option shall be determined in a manner consistent with the requirements of Section 424(a) of the Code. Unless otherwise elected by Metrocall prior to the Effective Time, Parent shall assume Metrocall's obligations with respect to each outstanding Metrocall Stock Option in such manner that Parent (i) is a corporation "assuming a stock option in a transaction to which Section 424(a) applies" within the meaning of Section 424 of the Code or (ii) to the extent that Section 424 of the Code does not apply to such Metrocall Stock Option, would be such a corporation were Section 424 of the Code applicable to such Metrocall Stock Option; and, if not so otherwise elected, after the Effective Time, all references to Metrocall in the Metrocall Option Plan and the applicable Metrocall Stock Option agreements shall be deemed to refer to Parent, which shall have assumed the Metrocall Option Plan as of the Effective Time by virtue of this Agreement and without any further action on the part of Parent or Metrocall. Each Metrocall Stock Option so assumed by Parent under this Agreement shall continue to have, and be subject to, the same terms and conditions set forth in the Metrocall Option Plan and such Metrocall Stock Option as in effect immediately prior to the Effective Time. Metrocall and Arch shall use, and shall cause Parent to use, all reasonable efforts to ensure that Metrocall Stock Options intended to qualify as incentive stock options under Section 422 of the Code prior to the Effective Time continue to so qualify after the Effective Time. Prior to the Effective Time, the Metrocall Board shall take, or shall cause its committees to take, all action necessary to effectuate the foregoing.

(i) Metrocall Warrants. At the Effective Time, all warrants to purchase shares of Metrocall Common Stock (each, a "Metrocall Warrant") which are then outstanding and unexercised shall no longer be exercisable for Metrocall Common Stock and shall thereafter be exercisable for Parent Common Stock in accordance with the terms and conditions of the applicable Metrocall Warrants. From and after the Effective Time (i) the number of shares of Parent Common Stock purchasable upon exercise of each outstanding converted Metrocall Warrant shall be equal to the product of (x) the number of shares of Metrocall Common Stock that were purchasable upon exercise of such converted Metrocall Warrant immediately prior to the Effective Time and (y) the Metrocall Exchange Ratio, rounded up to the nearest whole share of Parent Common Stock, and (ii) the exercise price per share of Parent Common Stock under each converted Metrocall Warrant shall be obtained by dividing (x) the exercise price per share of Metrocall Common Stock of such converted Metrocall Warrant immediately prior to the Effective Time by (y) the Metrocall Exchange Ratio, rounded down to the nearest cent.

(ii) Unissued Shares Under the Metrocall Plan of Reorganization. At the Effective Time, all rights, contingent or otherwise, to receive shares of Metrocall Common Stock, which are not yet issued and outstanding, pursuant to a distribution under the Metrocall Plan of Reorganization (each, a "Metrocall Stock Right"), shall no longer be rights with respect to Metrocall Common Stock and shall thereafter be rights to receive a number of shares of Parent Common Stock equal to the number of shares of Metrocall Common Stock such Metrocall Stock Right would be entitled to receive multiplied by the Metrocall Exchange Ratio, rounded up to the nearest whole share of Parent Common Stock, subject to the same terms and conditions of the Metrocall Plan of Reorganization as were otherwise applicable to the Metrocall Stock Rights. Prior to the Effective Time, the Metrocall Board shall take, or shall cause its committees to take, all action necessary to effectuate the foregoing.

(c) Arch Common Stock. At the Effective Time, by virtue of the Arch Merger and without any action on the part of any holder of capital stock of Arch or any holder of capital stock of the Arch Acquiring Sub:

(i) Subject to Sections 2.1(c)(ii) and 2.10, each share of "Class A" common stock, par value \$0.0001 per share, of Arch ("Arch Common Stock") shall be converted into the right to receive one share (the "Arch Exchange Ratio" and, together with the Metrocall Exchange Ratio, the "Exchange Ratios") of Parent Common Stock. The shares of Parent Common Stock to be issued pursuant to this Section 2.1(c)(i) are referred to collectively as "Arch Merger Consideration" and, together with the Metrocall Merger Consideration, the "Merger Consideration." All shares of Parent Common Stock issued pursuant to this Section 2.1(c)(i) shall be duly authorized, validly issued and free of preemptive rights, with no personal liability attaching to the ownership of such shares. All shares of Arch Common Stock converted into shares of Parent Common Stock pursuant to this Section 2.1(c)(i) shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate formerly representing any such shares shall cease to have any rights, except the right to receive Parent Common Stock to be issued, in consideration for such shares upon the surrender of such certificate in accordance with this Article II, without interest.

(ii) All shares of Arch Common Stock that are owned by Arch as treasury stock and any shares of Arch Common Stock owned by Metrocall or any Subsidiary of Metrocall immediately prior to the Effective Time, other than shares under any existing employee benefit plan which are held by either Company as trustee, shall be canceled and retired and shall cease to exist and no share capital of Parent or other consideration shall be delivered in exchange therefore.

(iii) Each share of common stock, par value \$0.01 per share, of Arch Acquiring Sub issued and outstanding immediately before the Effective Time shall be converted into one share of common stock of the Surviving Arch Corporation.

(iv) If any shares of Arch Common Stock outstanding immediately prior to the Effective Time are unvested or are subject to a repurchase option, risk of forfeiture or other condition under any applicable restricted stock purchase agreement or other agreement with Arch, then the shares of Parent Common Stock issued in exchange for such shares of Arch Common Stock will also be unvested and subject to the same repurchase option.

risk of forfeiture or other condition, and the certificates representing such shares of Parent Common Stock may accordingly be marked with appropriate legends, except that this Section 2.1(c)(iv) shall not apply to any such shares that, pursuant to the terms of the applicable agreement, certificate or other governing instrument, would otherwise be vested or freed of such repurchase option, risk of forfeiture or other condition as a result of the Transactions. Arch shall take all action that may be necessary to ensure that, from and after the Effective Time, Parent is entitled to exercise any such repurchase option or other right set forth in any such restricted stock purchase agreement or other agreement.

(d) Arch Stock Options and Unissued Shares Under the Arch Plan of Reorganization. (i) Arch Stock Options. At the Effective Time, all options to purchase shares of Arch Common Stock (each, an "Arch Stock Option") which are then outstanding and unexercised shall cease to represent a right to acquire shares of Arch Common Stock and shall be converted automatically into an option to acquire, on the same terms and conditions as were otherwise applicable under the Arch Stock Option, the number of shares of Parent Common Stock equal to the number of shares of Arch Common Stock subject to such Arch Stock Option immediately prior to the Effective Time, at a price per share equal to the per share exercise price specified in such Arch Stock Option immediately prior to the Effective Time; provided, however, that in the case of any Arch Stock Option to which Section 421 of the Code, applies by reason of its qualification under Section 422 of the Code, the exercise price per share, the number of shares subject to such Arch Stock Option and the terms and conditions of exercise of such Arch Stock Option shall be determined in a manner consistent with the requirements of Section 424(a) of the Code. Unless otherwise elected by Arch prior to the Effective Time, Parent shall assume Arch's obligations with respect to each outstanding Arch Stock Option in such manner that Parent (i) is a corporation "assuming a stock option in a transaction to which Section 424(a) applies" within the meaning of Section 424 of the Code or (ii) to the extent that Section 424 of the Code does not apply to such Arch Stock Option, would be such a corporation were Section 424 of the Code applicable to such Arch Stock Option; and, if not so otherwise elected, after the Effective Time, all references to Arch in the Arch Stock Plan and the applicable Arch Stock Option agreements shall be deemed to refer to Parent, which shall have assumed the Arch Stock Plan as of the Effective Time by virtue of this Agreement and without any further action on the part of Parent or Arch. Each Arch Stock Option so assumed by Parent under this Agreement shall continue to have, and be subject to, the same terms and conditions set forth in the Arch Stock Plan and the applicable Arch Stock Option as in effect immediately prior to the Effective Time. Metrocall and Arch shall use, and shall cause Parent to use, all reasonable efforts to ensure that Arch Stock Options intended to qualify as incentive stock options under Section 422 of the Code prior to the Effective Time continue to so qualify after the Effective Time. Prior to the Effective Time, the Arch Board shall take, or shall cause its committees to take, all action necessary to effectuate the foregoing

(ii) Unissued Shares Under the Arch Plan of Reorganization. At the Effective Time, all rights, contingent or otherwise, to receive shares of Arch Common Stock, which are not yet issued and outstanding, pursuant to a distribution under the Arch Plan of Reorganization (each, an "Arch Stock Right"), including pursuant to the Arch Stock Plan, shall no longer be rights with respect to Arch Common Stock and shall thereafter be rights to receive the same number of shares of Parent Common Stock, subject to the same terms and conditions of the Arch Plan of Reorganization and, as applicable, the Arch Stock Plan as were otherwise

applicable to the Arch Stock Rights. Prior to the Effective Time, the Arch Board shall take, or shall cause its committees to take, all action necessary to effectuate the foregoing.

(e) Parent Actions with Respect to Stock Options, Stock Rights and Warrants. (i) Prior to the Effective Time, Parent shall reserve for issuance and shall make available for issuance in accordance with Sections 2.1(b) and 2.1(d) the number of shares of Parent Common Stock necessary to satisfy Parent's obligations under Sections 2.1(b) and 2.1(d). With respect to the Arch Stock Plan and Metrocall Option Plan to be assumed by Parent, Parent shall take all corporate action necessary or appropriate to, as soon as reasonably practicable after the Effective Time, file with the SEC a registration statement on Form S-8 (or any successor or other appropriate form) with respect to the shares of Parent Common Stock subject to options granted under such plans to the extent required under applicable law in order for such shares to be sold without restriction, and Parent shall use its best efforts to maintain the effectiveness of such registration statement (and maintain the current status of the prospectuses contained therein), as well as comply with any applicable state securities or "blue sky" laws, for so long as such benefits and grants remain payable and such options under such plans remain outstanding.

(ii) As soon as practicable after the Effective Time, Parent shall cause to be delivered to all holders of Metrocall Stock Options, to the extent the holder thereof possesses such Metrocall Stock Options pursuant to the Metrocall Option Plan, appropriate notices setting forth such holders' rights pursuant to the Metrocall Option Plan (as defined in Section 4.2(a)) and agreements evidencing the grants of such Metrocall Stock Options. To the extent permitted by law, Parent shall comply with the terms of the Metrocall Option Plan and shall take such reasonable steps as are necessary or required by, and subject to the provisions of, the Metrocall Option Plan, to have the Metrocall Stock Options which qualified as incentive stock options prior to the Effective Time continue to qualify as incentive stock options of Parent after the Effective Time.

(iii) As soon as practicable after the Effective Time, Parent shall cause to be delivered to all holders of Arch Stock Rights, to the extent the holder thereof possesses such Arch Stock Rights pursuant to the Arch Stock Plan, and Arch Stock Options, as the case may be, appropriate notices setting forth such holders' rights pursuant to the Arch Stock Plan and agreements evidencing the grants of such Arch Stock Rights and Arch Stock Options, as applicable. To the extent permitted by law, Parent shall comply with the terms of the Arch Stock Plan and shall take such reasonable steps as are necessary or required by, and subject to the provisions of, the Arch Stock Plan, to have the Arch Stock Options which qualified as incentive stock options prior to the Effective Time continue to qualify as incentive stock options of Parent after the Effective Time.

(iv) As soon as practicable after the Effective Time, Parent shall cause to be delivered to all holders of Metrocall Warrants appropriate notices setting forth such holders' rights pursuant thereto.

(f) Cancellation of Parent Stock. The shares of capital stock of Parent owned by Metrocall and Arch immediately prior to the Effective Time will be canceled at the Effective Time.

Section 2.2 Exchange Fund. Concurrently with or prior to the Effective Time, Metrocall and Arch shall jointly designate a duly qualified bank or trust company to act as agent (the "Exchange Agent") for purposes of exchanging certificates which immediately prior to the Effective Time represented shares of Arch Common Stock or shares of Metrocall Common Stock ("Certificates") for the applicable Merger Consideration. At or prior to the Effective Time, Parent shall deposit with the Exchange Agent, in trust for the benefit of holders of Certificates, certificates representing the Parent Common Stock issuable pursuant to Sections 2.1(a) and 2.1(c) upon conversion of outstanding shares of Arch Common Stock and Metrocall Common Stock, cash for payment of the Cash Election Price with respect to the Electing Shares and cash for payment of any fractional shares referred to in Section 2.10. Parent agrees to make available to the Exchange Agent from time to time as needed, cash sufficient to pay any dividends and other distributions pursuant to Section 2.9. Any cash and certificates representing Parent Common Stock deposited with the Exchange Agent shall hereinafter be referred to as the "Exchange Fund".

Section 2.3 Elections. (a) Each Person who, immediately prior to the Effective Time, is (i) a record holder of shares of Metrocall Common Stock shall be entitled, with respect to all or any portion of such shares, to make an unconditional election to receive cash in exchange for such shares or (ii) a holder of vested Metrocall Stock Options giving an irrevocable notice of exercise of such Metrocall Stock Options prior to the Effective Time, subject only to the Closing, shall be entitled to make an election to receive cash in exchange for the shares of Metrocall Common Stock issuable upon exercise of such Metrocall Stock Options.

(b) Parent shall, or shall cause the Exchange Agent to, prepare and mail a form of election (the "Form of Election") with the Joint Proxy Statement/Prospectus (as defined in Section 3.16) to holders of Metrocall Common Stock of record (other than shares of Metrocall Common Stock to be cancelled pursuant to Section 2.1(a)(ii)) and holders of vested Metrocall Stock Options as of the record date for the meeting of stockholders of Metrocall (the "Metrocall Stockholders Meeting") to obtain the Metrocall Stockholders Approval (as defined in Section 4.4(d)), which shall be used by each such holder who wishes to elect to receive the Cash Election Price for any or all shares of Metrocall Common Stock held by such holder as of immediately prior to the Effective Time. Prior to the record date of the Metrocall Stockholders Meeting, the Metrocall Board or a committee thereof shall establish procedures for holders of vested Metrocall Stock Options to give an irrevocable notice of exercise of such Metrocall Stock Options, to deposit funds for the exercise thereof, to make the cash election and to provide for netting of funds to be received pursuant to the cash election against funds to be deposited for the exercise of such Metrocall Stock Options. In addition, Parent shall use its reasonable best efforts to make the Form of Election and the Joint Proxy Statement/Prospectus available to all Persons who become holders of Metrocall Common Stock or Metrocall Stock Options during the period between such record date and the Election Date. Any such election to receive the Cash Election Price will be properly made only if (i) the Exchange Agent has received a Form of Election at its designated office, by 5:00 p.m., New York City time, on (A) the Business Day immediately preceding the date of the Metrocall Stockholders Meeting or (B) any later date as to which Metrocall may provide, in consultation with Arch (the "Election Date") (which date Parent shall publicly announce as soon as practicable but in no event less than five Business Days prior to the Election Date), provided that the Companies shall agree to any Election Date, and notice thereof, required to comply with any legal requirements with respect thereto, and (ii) such Form of

Election is properly completed and signed and, in the case of holders of Metrocall Common Stock, accompanied by certificates for the shares of Metrocall Common Stock to which such Form of Election relates, duly endorsed in blank or otherwise in form acceptable for transfer on the books of Metrocall (or by an appropriate guarantee of delivery of such certificates as set forth in such Form of Election from a firm which is a member of a registered national securities exchange or of the National Association of Securities Dealers, Inc. or a commercial bank or trust company having an office or correspondent in the United States, provided such certificates are in fact delivered to the Exchange Agent within three Business Days after the date of execution of such guarantee of delivery). A record holder acting in different capacities or acting on behalf of other Persons in any way will be entitled to submit an Election Form for each capacity in which such record holder so acts with respect to each Person for which it so acts.

(c) Any Form of Election may be revoked by the holder of Metrocall Common Stock submitting such Form of Election to the Exchange Agent only by written notice received by the Exchange Agent prior to 5:00 p.m., New York City time, on the Election Date. In addition, all Forms of Election shall automatically be revoked if the Exchange Agent is notified in writing by Metrocall and Arch that the Merger has been abandoned. If a Form of Election is so revoked, in the case of a holder of Metrocall Common Stock submitting such Form of Election to the Exchange Agent, the certificate or certificates (or guarantee of delivery, as appropriate) for the shares of Metrocall Common Stock to which such Form of Election relates shall be promptly returned to such holder.

(d) The Exchange Agent may, with the agreement of Metrocall, in consultation with Arch, make such rules as are consistent with this Section 2.3 for the implementation of the elections provided for in this Section 2.3 and in Section 2.4 as shall be necessary or desirable to fully effect such elections with respect to Metrocall Common Stock and Metrocall Stock Options.

(e) The Exchange Agent shall have discretion to determine whether or not an election to receive the Cash Election Price has been properly made or revoked pursuant to this Section 2.3 with respect to shares of Metrocall Common Stock and when elections and revocations were received by it. If the Exchange Agent determines that any election to receive the Cash Election Price was not properly made with respect to shares of Metrocall Common Stock, such shares shall be treated by the Exchange Agent as shares that were not Electing Shares at the Effective Time, and subject to the provisions of Sections 2.1(a)(v), 2.4 and 2.10, such shares shall be exchanged in the Merger for shares of Parent Common Stock pursuant to Section 2.1(a)(i)(B). If the Exchange Agent determines that any contingent election to receive the Cash Election Price was not properly made with respect to Metrocall Stock Options, such contingent election shall be deemed as not made and such Metrocall Stock Options shall be exchanged in the Merger for options to purchase Parent Common Stock pursuant to Section 2.1(b). The Exchange Agent shall also make all computations as to the allocation and the pro-rata, including the determination of the deemed elections contemplated by Section 2.4 and any such computation and deemed elections shall be conclusive and binding on the holders of Metrocall Common Stock and Metrocall Stock Options.

Section 2.4 Allocation of Cash and Parent Common Stock. (a) Election Number. Two million (2,000,000) (the "Election Number") shares of Metrocall Common Stock,

including shares of Metrocall Common Stock issuable upon exercise of Metrocall Stock Options as provided in Section 2.3(a), shall be converted into the right to receive the Cash Election Price at the Effective Time.

(b) Excess Electing Shares. If the number of Electing Shares exceeds the Election Number, then shares of Metrocall Common Stock other than the Electing Shares and Appraisal Shares (collectively, the "Non-Electing Shares") shall be converted into shares of Parent Common Stock in accordance with Section 2.1(a)(1)(B) and Electing Shares shall be converted into the right to receive the Cash Election Price or shares of Parent Common Stock in accordance with Sections 2.1(a)(1)(A) and 2.1(a)(1)(B) in the following manner.

(i) A proration factor (the "Excess Proration Factor") shall be determined by dividing the Election Number by the total number of Electing Shares

(ii) The number of Electing Shares covered by an Election to be converted into the right to receive the Cash Election Price shall be determined by multiplying the Excess Proration Factor by the total number of Electing Shares covered by such Election.

(iii) All Electing Shares other than those shares converted into the right to receive the Cash Election Price in accordance with Section 2.4(b)(ii) shall be converted into shares of Parent Common Stock in accordance with Section 2.1(a)(1)(B), subject to Section 2.10.

(c) Deemed Elections. If the number of Electing Shares is less than or equal to the Election Number, then all Electing Shares shall be converted into the right to receive the Cash Election Price in accordance with Section 2.1(a)(1)(A) and the Non-Electing Shares shall be converted into the right to receive either the (i) Cash Election Price and the holders thereof shall be deemed to have properly made an election with respect to such shares or (ii) shares of Parent Common Stock in accordance with Sections 2.1(a)(1)(A) and 2.1(a)(1)(B) in the following manner:

(i) A proration factor (the "Deemed Election Proration Factor") shall be determined by dividing (A) the Election Number minus the total number of Electing Shares by (B) the total number of Non-Electing Shares.

(ii) The number of Non-Electing Shares of each stockholder to be converted into the right to receive the Cash Election Price and deemed to have properly made an election with respect to such shares shall be determined by multiplying the Deemed Election Proration Factor by the total number of Non-Electing Shares held by such stockholder.

(iii) All Non-Electing Shares other than those shares converted into the right to receive the Cash Election Price in accordance with Sections 2.4(c)(ii) shall be converted into shares of Parent Common Stock in accordance with Section 2.1(a)(1)(B), subject to Section 2.10

Section 2.5 Exchange Procedures. As soon as practicable after the Effective Time, Parent shall cause the Exchange Agent to mail or make available to Cede & Co. and, as appropriate, each holder of record of a Certificate or Certificates which immediately prior to the

Effective Time represented outstanding shares of Arch Common Stock whose shares were converted into the right to receive the Arch Merger Consideration and each holder of record of a Certificate or Certificates which immediately prior to the Effective Time represented outstanding shares of Metrocall Common Stock whose shares were converted into the right to receive the Metrocall Merger Consideration, a notice and letter of transmittal advising such holder of the effectiveness of the Merger and the procedure for surrendering to the Exchange Agent such Certificate or Certificates in exchange for cash or shares of Parent Common Stock deliverable in respect thereof pursuant to this Article II. The Exchange Agent shall not be entitled to vote or exercise any rights of ownership with respect to the shares of Metrocall Common Stock and Arch Common Stock surrendered to it and held by it from time to time hereunder, except that it shall receive and hold all dividends or other distributions paid or distributed with respect to such Metrocall Common Stock and Arch Common Stock for the account of the Persons entitled thereto

Section 2.6 Right to Receive Merger Consideration. (a) Each holder of shares of Arch Common Stock or Metrocall Common Stock that have been converted into a right to receive Merger Consideration, upon surrender to the Exchange Agent of a Certificate or Certificates, together with a properly completed letter of transmittal covering such shares of Arch Common Stock or Metrocall Common Stock, will be entitled to receive the applicable Merger Consideration as set forth in Section 2.1(a) or Section 2.1(c), as applicable. Until so surrendered, each share of Arch Common Stock or Metrocall Common Stock shall, after the Effective Time, represent for all purposes, only the right to receive the applicable Merger Consideration and any other amounts payable pursuant to Section 2.9. If any Merger Consideration is to be issued to a Person other than the registered holder of the Arch Common Stock or Metrocall Common Stock represented by the Certificate or Certificates surrendered with respect thereto, it shall be a condition to such issuance that the Certificate or Certificates so surrendered shall be properly endorsed or otherwise be in proper form for transfer and that the Person requesting such issuance shall pay to the Exchange Agent any transfer or other taxes required as a result of such issuance to a Person other than the registered holder of such Arch Common Stock or Metrocall Common Stock or establish to the reasonable satisfaction of the Exchange Agent that such tax has been paid or is not payable.

(b) Notwithstanding anything to the contrary contained in this Article II, Certificates surrendered for exchange by any affiliate (as defined in Section 6.5) of Arch or Metrocall shall not be exchanged until the later of (a) the date Parent has received an Affiliate Agreement (as defined in Section 6.5) from such affiliate, or (b) the date shares of Parent Common Stock issuable to such affiliate are transferable pursuant to the Affiliate Agreement regardless of whether such agreement was executed by the affiliate.

Section 2.7 Stock Transfer Books. As of the Effective Time, there shall be no further registration of transfers of shares of Arch Common Stock or Metrocall Common Stock that were outstanding prior to the Effective Time. After the Effective Time, Certificates presented to either Surviving Arch Corporation or Surviving Metrocall Corporation for transfer shall be canceled and exchanged for the consideration provided for, and in accordance with the procedures set forth, in this Article II. At the close of business on the Closing Date, the stock ledger of Arch with respect to the issuance of Arch Common Stock and the stock ledger of Metrocall with respect to the issuance of Metrocall Common Stock shall be closed.

Section 2.8 Release of Exchange Fund. From and after the first anniversary of the Effective Time, any portion of the Exchange Fund that remains unclaimed by the holders of shares of Arch Common Stock and Metrocall Common Stock shall be returned to Parent upon demand. Any such holder who has not delivered his shares of Arch Common Stock or Metrocall Common Stock to the Exchange Agent in accordance with this Article II prior to that time shall thereafter look only to Parent for issuance of shares of Parent Common Stock in respect of shares of Arch Common Stock or Metrocall Common Stock, respectively. Notwithstanding the foregoing, neither Parent nor Surviving Arch Corporation nor Surviving Metrocall Corporation shall be liable to any holder of shares of Arch Common Stock or Metrocall Common Stock for any securities delivered or any amount paid to a public official pursuant to applicable abandoned property laws.

Section 2.9 Distributions with Respect to Unexchanged Shares. No dividends, interest or other distributions with respect to shares of Parent Common Stock issuable with respect to Arch Common Stock or Metrocall Common Stock shall be paid to the holder of any unsurrendered Certificates until such Certificates are surrendered as provided in this Article II. Upon such surrender, there shall be paid, without interest, to the Person in whose name the shares of Parent Common Stock are registered, all dividends and other distributions payable in respect of such securities on a date subsequent to, and in respect of a record date after, the Effective Time.

Section 2.10 No Fractional Securities. Notwithstanding any other provision of this Agreement, no certificates or scrip representing less than one share of Parent Common Stock shall be issued in the Merger, and no Parent Common Stock dividend, stock split or interest shall relate to any fractional security, and such fractional interests shall not entitle the owner thereof to vote or to any other rights of a security holder. In lieu of any such fractional shares, each holder of shares of Metrocall Common Stock who would otherwise have been entitled to receive a fraction of a share of Parent Common Stock upon surrender of Certificates for exchange pursuant to this Article II shall be entitled to receive from the Exchange Agent a cash payment equal to such fraction multiplied by the Cash Election Price, without interest.

Section 2.11 Adjustments To Exchange Ratios and Cash Election Price.

(a) The Exchange Ratios were reached upon the basis that, after giving effect to the exchange of the Election Number of shares of Metrocall Common Stock, including shares of Metrocall Common Stock issuable upon exercise of Metrocall Warrants, Metrocall Stock Rights and Metrocall Stock Options, for the Cash Election Price, the Metrocall Fully Diluted Shares would be exchanged for 27.5% of the Parent Fully Diluted Shares and the Arch Fully Diluted Shares would be exchanged for 72.5% of the Parent Fully Diluted Shares. To the extent that (i) any inaccuracy of a representation or warranty in Section 3.2 or 4.2 and/or (ii) an increase in the Arch Fully Diluted Shares in accordance with Schedule 3.2 is determined to have resulted in a failure of the Exchange Ratios to result in the percentage stockholding described in the preceding sentence, then the Metrocall Exchange Ratio shall be adjusted accordingly. To the extent any such change in the Metrocall Exchange Ratio results from an inaccuracy of a representation or warranty in Section 4.2, the Cash Election Price shall be adjusted in proportion to the adjustment to the Metrocall Exchange Ratio. "Parent Fully Diluted Shares" shall mean the outstanding equity of Parent to be exchanged for the outstanding equity of Metrocall and Arch as

of the Effective Time, comprised of all issued and outstanding shares of Parent Common Stock, whether restricted or unrestricted, shares of Parent Common Stock reserved for issuance upon exercise of issued and outstanding options and warrants, whether vested or unvested, and shares of Parent Common Stock reserved for issuance in exchange for shares of Metrocall Common Stock and Arch Common Stock contemplated to be issued under the Metrocall Plan of Reorganization and the Arch Plan of Reorganization, respectively, but not including the shares of Parent Common Stock reserved for issuance under the equity incentive plan to be established by the Parent Board as contemplated in Section 6.11(f).

(b) The Metrocall Exchange Ratio and the Cash Election Price shall be adjusted to reflect appropriately the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Metrocall Common Stock or Arch Common Stock), extraordinary cash dividends, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to Metrocall Common Stock or Arch Common Stock occurring on or after the date hereof and prior to the Effective Time.

Section 2.12 Closing. The closing (the "Closing") of the Transactions shall take place simultaneously at the offices of Schulte Roth & Zabel LLP, located at 919 Third Avenue, New York, New York 10022, as promptly as practicable (but in any event within five Business Days) following the date on which the last of the conditions set forth in Article VII is fulfilled (other than conditions contemplated to be fulfilled on the Closing Date) or waived or at such other time and place as Metrocall and Arch shall agree. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date".

Section 2.13 Lost, Stolen, Destroyed Certificates. In the event that any Certificates shall have been lost, stolen or destroyed, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed Certificates, upon the making of an affidavit of that fact by the holder thereof, certificates representing the shares of Parent Common Stock or cash, as applicable, into which the shares of Arch Common Stock or Metrocall Common Stock represented by such Certificates were converted, pursuant to Section 2.1, cash for fractional shares, if any, as may be required pursuant to Section 2.10 and any dividends or distributions payable pursuant to Section 2.9; provided, however, that Parent may, in its discretion and as a condition precedent to the issuance of such certificates representing shares of Parent Common Stock, cash and other distributions, require the owner of such lost, stolen or destroyed Certificates to deliver a bond in such sum as it may reasonably direct as indemnity against any claim that may be made against Parent, the Surviving Metrocall Corporation, the Surviving Arch Corporation or the Exchange Agent with respect to the Certificates alleged to have been lost, stolen or destroyed.

Section 2.14 Taking of Necessary Action; Further Action.

(a) If any further action is necessary or desirable to carry out the purposes of this Agreement and to vest Parent, the Surviving Metrocall Corporation or the Surviving Arch Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of Parent, Metrocall, Metrocall Acquiring Sub, Arch and Arch Acquiring Sub to the extent contemplated by this Agreement, the officers and directors of Parent, Metrocall,

Metrocall Acquiring Sub, Arch and Arch Acquiring Sub immediately prior to the Effective Time will take all such lawful and necessary action.

(b) If, at any time after the Effective Time, Parent shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect, or confirm, of record or otherwise, in the Surviving Metrocall Corporation or the Surviving Arch Corporation its right, title or interest in or under any of the rights, properties, or assets of Metrocall or Arch acquired or to be acquired by the Surviving Metrocall Corporation or the Surviving Arch Corporation, respectively, as a result of, or in connection with, the Transactions, or (ii) otherwise carry out the purposes of this Agreement, Metrocall or Arch and its proper officers and directors shall be deemed to have granted to the Surviving Metrocall Corporation or the Surviving Arch Corporation, respectively, an irrevocable power of attorney to execute and deliver all such proper deeds, assignments, and assurances in law and to do all acts necessary to proper to vest, perfect, or confirm title to and possession of such rights, properties, or assets in the Surviving Metrocall Corporation or the Surviving Arch Corporation, respectively, and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of Parent, the Surviving Metrocall Corporation or the Surviving Arch Corporation are fully authorized in the name of Metrocall, Arch or otherwise to take any and all such action.

Section 2.15 Required Withholding. Each of the Exchange Agent and Parent shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement to any holder or former holder of Arch Common Stock or Metrocall Common Stock such amounts as may be required to be deducted or withheld therefrom under the Code or under any provision of state, local or foreign Tax law or under any other applicable laws. To the extent such amounts are so deducted or withheld, the amount of such consideration shall be treated for all purposes under this Agreement as having been paid to the Person to whom such consideration would otherwise have been paid.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF ARCH

Except as disclosed in the Arch SEC Reports (as defined in Section 3.5) or as set forth in the disclosure schedule delivered by Arch to Metrocall prior to the execution of this Agreement (the "Arch Disclosure Schedule"), Arch represents and warrants to Metrocall that:

Section 3.1 Organization and Qualification. Arch is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware and has the requisite corporate power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being conducted. Arch is qualified to do business and is in good standing in each jurisdiction in which the properties owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so qualified and in good standing would not, when taken together with all other such failures, have an Arch Material Adverse Effect (as defined below). True, accurate and complete copies of Arch's certificate of incorporation, as amended (the "Arch Certificate of Incorporation") and bylaws, as amended (the "Arch Bylaws"), in each case as in effect the date hereof, including all amendments thereto, have been delivered to Metrocall. Arch is not in