

pledge or dispose of, or agree to issue, sell, pledge or dispose of, any additional shares of, or any options, warrants or rights of any kind to acquire any shares of, their capital stock of any class or any debt or equity securities convertible into or exchangeable for such capital stock, except that each Company may issue shares upon the exercise of outstanding options and warrants, or pursuant to existing agreements, in effect on the date hereof;

(d) not accelerate, amend or change the period of exercisability or vesting of options, restricted stock or similar awards under any employee stock incentive plan or authorize cash payments in exchange for any options granted under any of such plans except as required by the terms of such plans or any related agreements in effect as of the date hereof;

(e) not (i) assume, incur or become contingently liable with respect to any indebtedness for borrowed money other than (A) borrowings under the existing credit facilities of each Company, if applicable (the "Existing Credit Facilities"), up to the existing borrowing limit on the date hereof or other, borrowings in the ordinary course of business consistent with past practice or (B) financing arrangements in connection with the payment of the Cash Election Price on terms that are approved by Metrocall and Arch (in each case such approval not to be unreasonably withheld or delayed), (ii) redeem, purchase, acquire or offer to purchase or acquire any shares of its capital stock or any options, warrants or rights to acquire any of its capital stock or any security convertible into or exchangeable for its capital stock other than pursuant to the terms thereof or, in the case of equity granted to employees of a Company or their respective Subsidiaries, pursuant to an employee stock incentive plan of such Company, (iii) take or fail to take any action which action or failure to take action would cause either Company or their stockholders (except to the extent that any stockholders receive cash as part of the Metrocall Merger Consideration or in lieu of fractional shares) to recognize gain or loss for federal income tax purposes as a result of the consummation of the Merger or would otherwise cause the Merger not to qualify as an exchange described in Section 351 of the Code, (iv) make any material acquisition of any assets or businesses other than expenditures for current, fixed or capital assets in the ordinary course of business consistent with past practice, and (v) sell, pledge, dispose of or encumber any material assets or businesses, or enter into any binding contract, agreement, commitment or arrangement with respect to any of the foregoing, other than sales or dispositions of inventory or obsolete (or otherwise worthless) assets by either Company or its Subsidiaries in the ordinary course of business consistent with past practice;

(f) use all reasonable efforts to preserve intact their respective business organizations and goodwill, keep available the services of their respective present officers and key employees, and preserve the goodwill and business relationships with customers and others having business relationships with them and not engage in any action, directly or indirectly, that is intended, or would reasonably be expected to adversely impact the Transactions;

(g) not enter into or amend any employment, severance, change in control, special pay arrangement with respect to termination of employment or other similar arrangements or agreements with any directors, officers or key employees, provided, however, that if approved by the Arch Board, Arch may adopt a retention program for its key employees other than those individuals identified in Section A of Schedule 5.1 (who shall not be entitled to participate in any such program) providing for cash payments in an aggregate amount not to exceed the amount set forth in Section B of Schedule 5.1;

(h) not increase the salary or monetary compensation of any directors, executive officers or employees whose current annual base salary is in excess of \$200,000, except (A) for increases in the ordinary course of business consistent with past practice, (B) pursuant to contractual arrangements in effect on December 31, 2003 or (C) in connection with the assumption by such employee of material new or additional responsibilities;

(i) not establish, adopt, enter into or materially amend any collective bargaining agreement;

(j) except as expressly permitted under the proviso in Section 5.1(g), not adopt, enter into or amend any pension or retirement plan, trust or fund, except as required to comply with changes in applicable law and not adopt, enter into or amend in any material respect any bonus, profit sharing, compensation, stock option, deferred compensation, health care, employment or other employee benefit plan, agreement, trust, fund or arrangement for the benefit or welfare of any employees or retirees generally, other than in the ordinary course of business consistent with past practice or as required pursuant to an existing contractual relationship;

(k) use commercially reasonable efforts to maintain with financially responsible insurance companies insurance on its tangible assets and its businesses in such amounts and against such risks and losses as are consistent with past practice;

(l) not make, change or revoke any material tax election or make any material agreement or settlement regarding taxes with any taxing authority.

(m) use commercially reasonable efforts to: (A) comply in all material respects with the Communications Act, the FCC Regulations and the Telecommunications Laws, (B) preserve and retain all of its FCC Licenses, (C) file in a timely manner all fees, reports, applications, or other materials required to be filed under the Communications Act, the FCC Regulations and the Telecommunications Laws, and (D) comply in all material respects with the Exchange Act;

(n) not enter into any agreement or arrangement that limits or otherwise restricts its or any of its Subsidiaries or any of their respective affiliates or any successor thereto from engaging or competing in any line of business or in any geographic area which agreements or arrangements would, individually or in the aggregate, have an Arch Material Adverse Effect or Metrocall Material Adverse Effect, as applicable;

(o) not waive, release, assign, settle or compromise any material claims, or any material litigation or arbitration which would, individually or in the aggregate, have an Arch Material Adverse Effect or Metrocall Material Adverse Effect, as applicable, and

(p) not grant or credit any additional "Units", as such term is defined in Arch's Management Long-Term Incentive Plan, or make any similar award under Arch's Management Long-Term Incentive Plan or accelerate, amend or change the period of exercisability or vesting of issued and outstanding "Units" as of the date hereof or authorize cash payments in exchange therefor, except as required by the terms of Arch's Management Long-Term Incentive Plan in effect as of the date hereof.

Section 5.2 Acquisition Transactions.

(a) Except as provided below, each Company shall not, directly or indirectly, and shall instruct its officers, directors, employees, Subsidiaries, agents and advisors and other representatives (including any investment banker, attorney or accountant retained by it), not to, directly or indirectly, solicit, initiate or knowingly encourage (including by way of furnishing nonpublic information), or take any other action knowingly to facilitate, any inquiries or the making of any proposal or offer (including any proposal or offer to its stockholders) that constitutes, or may reasonably be expected to lead to, any Competing Transaction (as defined in Section 5.2(g)), or enter into or maintain or continue discussions or negotiate with any Person in furtherance of such inquiries, or agree to or endorse any Competing Transaction, or authorize or permit any of the officers, directors or employees of a Company or any Subsidiary thereof, or any investment banker, financial advisor, attorney, accountant or other representative retained by a Company or any Subsidiary thereof, to take any such action.

(b) Nothing contained in Section 5.2(a) shall prohibit the board of directors of a Company from complying with Rule 14d-9 or Rule 14e-2 promulgated under the Exchange Act.

(c) Prior to obtaining the Arch Stockholders' Approval or Metrocall Stockholders' Approval, as the case may be, if the board of directors of a Company determines in good faith that failing to do so would violate its fiduciary duties, nothing contained in Section 5.2(a) or Section 5.2(d) shall prohibit the board of directors of such Company from considering and negotiating (including furnishing nonpublic information) an unsolicited bona fide written proposal (the "Unsolicited Bid") and approving or recommending to the stockholders of such Company (and, in conjunction with such recommendation, withdrawing its recommendation in favor of the Merger) such Unsolicited Bid which (A) was not received in violation of this Section 5.2, (B) if executed or consummated would be a Competing Transaction, (C) is not conditioned on financing or is conditioned on financing that is, in the good faith judgment of the board of directors of such Company after consultation with its financial advisors, highly likely of being obtained, and (D) the board of directors of such Company determines in good faith, after consultation with its financial advisor to such effect, that such Unsolicited Bid provides greater value to such Company's stockholders than the Merger, taking into consideration the financial impact of the termination provisions set forth in Section 8.1 hereof.

(d) Each Company shall use its best efforts to notify the other Company promptly, and in no event later than one Business Day after receipt, if any proposal or offer, or any inquiry or contact with any Person with respect thereto, regarding a Competing Transaction is made. Each Company immediately shall cease and cause to be terminated all existing discussions or negotiations with any parties conducted heretofore with respect to a Competing Transaction; provided, however, that such Company shall not release any third party from, or waive any provision of, any confidentiality or standstill agreement to which it is a party. Each Company shall use its best efforts to ensure that its officers, directors, employees, Subsidiaries, agents and advisors or other representatives (including any investment banker, attorney or accountant retained by it) are aware of the restrictions described in this Section 5.2.

(e) In addition to the foregoing, no Company shall accept or enter into any agreement, letter of intent or similar document concerning a Competing Transaction for a period of not less than five Business Days after the other Company has received the notice provided for in Section 5.2(d) above, which notice shall include the material terms of such Competing Transaction and the identity of the Person or entity wishing to enter into such Competing Transaction. Furthermore, during such period a Company receiving the offer for the Competing Transaction shall negotiate with the other Company in good faith any proposal submitted to such Company by the other Company which addresses the terms of the Competing Transaction.

(f) "Competing Transaction" means any of the following involving either Company or any Subsidiary of either Company and involving in any case a business with net revenues, net income or assets of 40% or more of the amount of net revenues, net income or assets, respectively, of such Company and its Subsidiaries, taken as a whole:

(i) any merger, consolidation, share exchange, business combination or other similar transaction;

(ii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition of 15% or more of the assets of such party and its Subsidiaries, taken as a whole, to a third party in a single transaction or series of related transactions;

(iii) any tender offer or exchange offer for 15% or more of the outstanding voting securities of such party or the filing of a registration statement under the Securities Act in connection therewith; or

(iv) any combination of the foregoing.

ARTICLE VI ADDITIONAL AGREEMENTS

Section 6.1 Appropriate Actions, Consents; Filings. (a) Metrocall and Arch shall each use, and shall cause each of their respective Subsidiaries to use, their reasonable best efforts to, as soon as practicable after the date hereof, (i) take, or cause to be taken, all appropriate actions, and do, or cause to be done, all things necessary, proper or advisable under applicable law or otherwise to consummate and make effective the Transactions, (ii) obtain all necessary or appropriate waivers, consents or approvals of third parties required in order to preserve material contractual relationships of each Company and their respective Subsidiaries, (iii) obtain from any governmental authorities any consents, licenses, permits, waivers, approvals, authorizations or orders required to be obtained from any governmental authorities in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transactions, and (iv) make all necessary filings, notifications and submissions and thereafter make any other required submissions, with respect to this Agreement and the Merger, required under (A) the HSR Act and Antitrust Laws, (B) the Communications Act, (C) the FCC Regulations, (D) the Telecommunications Laws, and (E) any other applicable law required to be made by Metrocall or Arch or any of their Subsidiaries in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transactions, provided, that Metrocall and Arch shall cooperate with each other in connection with the making of all

such filings and submissions, including providing copies of all such documents to the non-filing party and its advisors prior to filings and, if requested, shall accept all reasonable additions, deletions or changes suggested in connection therewith. Metrocall and Arch shall furnish all information required for any application or other filing or submission to be made pursuant to the rules and regulations of any applicable law in connection with the Transactions.

(b) The Companies shall (i) promptly (and not more than 10 Business Days from the date of this Agreement) file, and cause their respective Subsidiaries to file, with the FCC all necessary applications for consent to transfer in accordance with this Agreement all licenses, permits and authorizations issued by the FCC to either of the Companies or their respective Subsidiaries, (ii) diligently prosecute all applications with the FCC, and all similar governmental authorities for consent to the Transactions, (iii) use their best efforts to resist or resolve any administrative proceeding or suit, including appeals, that may be instituted to challenge the grant of any such applications, (iv) furnish to the other party such information and assistance as such party reasonably may request in connection with the preparation or prosecution of any such applications, (v) consult with and keep the other party promptly apprised of any communications with, and inquiries or requests for information from, such governmental authorities with respect to the transactions contemplated hereby, and (vi) use their reasonable best efforts to obtain FCC approvals. The Companies shall cooperate to resolve any objections to FCC and other governmental approvals of the Transactions and shall not voluntarily take actions that would give any governmental authorities grounds to institute proceedings against either party.

(c) Each Company shall promptly (and in not more than five Business Days from the date hereof) make its filings under the HSR Act with respect to the Transactions and shall use all commercially reasonable efforts to promptly make any other required submission under the HSR Act and resolve such objections, if any, as may be asserted by a governmental agency with respect to the Transactions under the Antitrust Laws. In connection therewith, if any administrative or judicial action or proceeding is instituted (or threatened to be instituted) challenging any Transaction as violative of any Antitrust Law, each Company shall cooperate and use all commercially reasonable efforts vigorously to contest and resist any such action or proceeding and to have vacated, lifted, reversed, or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent (each, an "Order") that is in effect and that prohibits, prevents, conditions or restricts consummation of the Merger or the other Transactions, unless by mutual agreement the Companies decide that such litigation or contest is not in their respective best interests. Notwithstanding the provisions of the immediately preceding sentence, it is expressly understood and agreed that neither Company shall have any obligation to litigate or contest any administrative or judicial action or proceeding or any Order beyond the earlier of (i) the date that either Company has a right of termination under Section 8.1(b) or (ii) the date on which a ruling preliminarily enjoining the Merger issued by a court of competent jurisdiction. Each Company shall use all commercially reasonable efforts to take such action as may be required to cause the termination or expiration of any waiting periods imposed under the HSR Act or other Antitrust Laws with respect to such Transactions as promptly as possible after the execution of this Agreement.

(d) Neither Company shall be required to agree, as a condition to any approval or waiver from any governmental authority, to divest itself of or hold separate any Subsidiary, division, business unit or material asset.

(e) Metrocall and Arch each shall consult with and keep the other party apprised of the status of matters relating to completion of the Transactions, including, without limitation, promptly furnishing the other party with copies of notices or other communications received by Metrocall or Arch, as the case may be, or any of its Subsidiaries, from any third party and/or any governmental authority with respect to the Merger and the Transactions.

(f) Each of Metrocall and Arch shall give (or shall cause their respective Subsidiaries to give) any notices to third Persons, and use, and cause their respective Subsidiaries to use, their reasonable best efforts to obtain any third Persons consents (A) necessary, proper or advisable to consummate the Transactions, (B) otherwise required under any contracts, licenses, leases or other agreements in connection with the consummation of the Transactions or (C) required to prevent a Metrocall Material Adverse Effect or Arch Material Adverse Effect from occurring prior to the Effective Time or any like material adverse effect with respect to Parent from occurring after the Effective Time. In the event that any party shall fail to obtain any such third Person consent, such party shall use its reasonable best efforts, and shall take any such actions reasonably requested by the other parties, to limit the adverse effect upon Metrocall, Arch and Parent, their respective Subsidiaries, and their respective businesses resulting, or which could reasonably be expected to result after the Effective Time, from the failure to obtain such consent.

(g) Nothing in this Agreement shall require Metrocall or Arch to agree to the imposition of conditions, the payment of any material amounts (other than filing fees and Expenses incurred by the parties in connection with obtaining such consents or approvals) or any requirement of divestiture to obtain any consents or approvals from third parties, including governmental authorities, required to consummate the Transactions, and in no event shall any party take, or be required to take, any action that would have a Metrocall Material Adverse Effect or an Arch Material Adverse Effect.

(h) Metrocall and Arch agree to cooperate with respect to, and shall cause each of their respective Subsidiaries to cooperate with respect to, and agree to use their reasonable best efforts to contest and resist, any action, including legislative, administrative or judicial action, and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order (whether temporary, preliminary or permanent) of any governmental authority that is in effect and that restricts, prevents or prohibits the consummation of the Merger or any of the Transactions.

(i) In the event any litigation is commenced by any Person relating to the Transactions, either party shall have the right, at its own expense, to reasonably participate therein, and each Company will not settle any such litigation without the consent of the other, which consent will not be unreasonably withheld.

(j) In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and

directors of Metrocall, Arch, Parent, Surviving Metrocall Corporation and Surviving Arch Corporation shall take all such necessary action.

(k) To the extent reasonably practicable, neither Company shall agree to participate in any meeting or discussion with any governmental entity in respect of any filings, investigation or other inquiry concerning this Agreement or the Transactions unless it consults with the other party in advance and, to the extent permitted by such governmental entity, gives the other party the opportunity to attend and participate in such meeting or discussion.

(l) Arch and Metrocall shall cooperate and coordinate with each other and use their collective reasonable best efforts to obtain financing required to pay the Cash Election Price at the Closing (the "Financing") as soon as practicable after the date hereof on terms reasonably satisfactory to Metrocall and Arch. Each of Metrocall and Arch shall use its reasonable best efforts to make their respective executive officers and other members of management and employees available upon reasonable advance notice to participate in discussions with financing sources, including roadshows and lender meetings. Each of Metrocall and Arch shall provide, or cause to be provided, access to information to potential financing sources and their representatives on the terms and conditions set forth in Section 6.2

(m) Metrocall and Arch expect that their respective executive officers and other members of senior management will continue to perform their respective duties and obligations and intend that any such officers' failure or refusal to cooperate and to take all actions and to do all things reasonably necessary, proper or advisable to consummate and make effective the Transactions, including participating in any proxy solicitation activities with respect to the Transactions and securing the Financing, or otherwise fully cooperate shall constitute grounds for dismissal of such officer with cause.

Section 6.2 Access To Information Subject to applicable law, including laws restricting access to competitively sensitive information, Arch shall afford to Metrocall and its respective accountants, counsel, financial advisors and other representatives (the "Metrocall Representatives") and Metrocall and its Subsidiaries shall afford to Arch and its accountants, counsel, financial advisors and other representatives (the "Arch Representatives") reasonable access during normal business hours throughout the Interim Period (with reasonable advance notice) to all of their respective properties, books, contracts, commitments and records (including tax returns) and, during such period, shall furnish promptly to one another (i) a copy of each report, schedule and other document filed or received by any of them pursuant to the requirements of federal or state securities laws or filed by any of them with the SEC in connection with the Transactions and (ii) such other information concerning their respective businesses, properties and personnel as either Company shall reasonably request; provided, however, that such access shall not unreasonably disrupt the furnishing party's operations and shall not be deemed to permit the other party to conduct any onsite environmental investigations or examinations, other than a Phase I site assessment; provided, further, that no fact or information uncovered as a result of such access shall amend or modify any representations or warranties made herein or the conditions to the obligations of the respective parties to consummate the Merger. Arch shall hold and shall use its reasonable best efforts to cause the Arch Representatives to hold, and Metrocall and its Subsidiaries shall hold and shall use their reasonable best efforts to cause Metrocall Representatives to hold, in strict confidence as

"Evaluation Material" under the Nondisclosure Agreement dated October 3, 2003 between Arch and Metrocall (the "Nondisclosure Agreement") all nonpublic documents and information furnished to each Company in connection with the Transactions, except that (i) Arch and Metrocall may disclose such information as may be necessary in connection with seeking the Arch Required Statutory Approvals, Arch Stockholders' Approval, Metrocall Required Statutory Approvals and Metrocall Stockholders' Approval, and (ii) each of Arch and Metrocall may disclose any information that it is required by law or judicial or administrative order to disclose, provided, however, that in either case the disclosing party will use reasonable best efforts to assure confidential treatment is accorded such information.

Section 6.3 Registration Statement and Proxy Statement. (a) Metrocall and Arch shall promptly prepare and file with the SEC the Joint Proxy Statement/Prospectus, and Metrocall, Arch and Parent shall prepare and file with the SEC the Registration Statement (in which the Joint Proxy Statement/Prospectus shall be included as a Prospectus) as promptly as practicable. Metrocall and Arch each shall use, and shall cause Parent to use, its reasonable best efforts to have the Registration Statement declared effective under the Securities Act as promptly as practicable (including by responding promptly to any comments made by the SEC with respect thereto), and promptly thereafter mail the Joint Proxy Statement/Prospectus to the stockholders of Metrocall and Arch. Metrocall and Arch each shall also use, and shall cause Parent to use, its reasonable best efforts to obtain prior to the effective date of the Registration Statement all necessary state securities law or "blue sky" permits and approvals required in connection with the Merger and the Transactions and will pay all expenses incident thereto. Each party shall notify the other of the receipt of the comments of the SEC and of any requests by the SEC for amendments or supplements to the Joint Proxy Statement/Prospectus or the Registration Statement or for additional information and shall promptly supply one another with copies of all correspondence between any of them (or their representatives) and the SEC (or its staff) with respect thereto. Each of the Companies shall provide the other with a reasonable opportunity to review and comment on any amendment or supplement to the Registration Statement and the Joint Proxy Statement/Prospectus prior to filing such with the SEC. If, at any time prior to the Metrocall Stockholders Meeting or the Arch Stockholders Meeting, any event shall occur relating to or affecting Metrocall, Arch, or their respective officers or directors, which event should be described in an amendment or supplement to the Joint Proxy Statement/Prospectus or the Registration Statement, the parties shall promptly inform one another and shall cooperate in promptly preparing, filing and clearing with the SEC and, if required by applicable securities laws, mailing to the stockholders of Metrocall or Arch, as the case may be, such amendment or supplement. Arch and Metrocall shall cause Parent to take any action (other than qualifying to do business in any jurisdiction in which it is not now so qualified or filing a general consent to service of process) required to be taken under any applicable federal or state securities laws in connection with the issuance of the Parent Common Stock pursuant to the Transactions.

(b) Metrocall and Arch each shall, and shall cause Parent to, upon request by the other party, furnish the other party with all information concerning itself, its Subsidiaries, directors, officers and stockholders and such other matters as may be reasonably necessary or advisable in connection with the Joint Proxy Statement/Prospectus, the Registration Statement or any other statement, filing, notice or application made by, or on behalf of, Metrocall, Arch,

Parent or any of their respective Subsidiaries to any third party and/or any governmental authority in connection with the Merger and the Transactions.

(c) Prior to the date of approval of the Merger by their respective stockholders, each of Arch and Metrocall shall, and shall cause Parent to, correct promptly any information provided by it to be used specifically in the Joint Proxy Statement/Prospectus and Registration Statement that shall have become false or misleading in any material respect and shall take all steps necessary to file with the SEC and have declared effective or cleared by the SEC any amendment or supplement to the Joint Proxy Statement/Prospectus or the Registration Statement so as to correct the same and to cause the Joint Proxy Statement/Prospectus as so corrected to be disseminated to the stockholders of Arch and Metrocall, in each case to the extent required by applicable law.

(d) Metrocall and Arch each shall, with respect to audited financial statements, pro-forma financial statements or other financial statements or other reports provided by any auditor or other expert for inclusion in any Metrocall SEC Report or Arch SEC Report, respectively, upon request by the other party, use their commercially reasonable efforts to obtain without cost to such requesting party, a consent letter from such auditor or expert addressed to the requesting party to use such auditor's or expert's name and include such statements or reports in any Arch SEC Report or Metrocall SEC Report, as applicable, to be filed by the requesting party

(e) Each of the Companies will advise the other promptly after it receives notice or otherwise becomes aware thereof, of the time when the Registration Statement has become effective, the issuance of any stop order, or the suspension of the qualification of the Parent Common Stock issuable in connection with the Mergers for offering or sale in any jurisdiction.

(f) Notwithstanding any other provision in this Agreement to the contrary, no amendment or supplement (including by incorporation by reference) to the Joint Proxy Statement/Prospectus or the Registration Statement shall be made without the approval of both Companies, which approval shall not be unreasonably withheld or delayed; provided that with respect to documents filed by a party which are incorporated by reference in the Registration Statement or Joint Proxy Statement/Prospectus, this right of approval shall apply only with respect to information relating to the other party or its business, financial condition or results of operations; provided, further, that Arch or Metrocall may amend or supplement the Joint Proxy Statement/Prospectus or Registration Statement (including by incorporation by reference) pursuant to a Qualifying Amendment (as defined below) to effect such a change in its recommendation made in accordance with Section 5.2, and in such event, the right of approval shall apply only with respect to information relating to the other party or its business, financial condition or results of operations, and shall be subject to the right of each party to have its Board of Directors' deliberations and conclusions accurately described. A "Qualifying Amendment" means an amendment or supplement to the Joint Proxy Statement/Prospectus or Registration Statement (including by incorporation by reference) to the extent it contains (i) a change, in accordance with Section 5.2, in the recommendation of the Board of Directors of Arch or Metrocall, as applicable, with respect to the transactions contemplated by this Agreement (as the case may be), (ii) a statement of the reasons of the Board of Directors of Arch or Metrocall (as

the case may be) for making such change in its recommendation and (iii) additional information reasonably related to the foregoing.

Section 6.4 Stockholders' Approvals. (a) Arch shall, as promptly as practicable, duly take all action to call, give notice of, convene and hold a meeting of the Arch stockholders and submit this Agreement and the Transactions for the approval of its stockholders at such meeting and shall use its reasonable best efforts and take all necessary actions to obtain the Arch Stockholders' Approval. Such meeting of stockholders shall be held as soon as practicable following the date upon which the Registration Statement becomes effective. Subject to any change of recommendation in accordance with Section 5.2, Arch shall, through the Arch Board, recommend to its stockholders approval of this Agreement and the Transactions and take all lawful actions to solicit such adoption and approval.

(b) Metrocall shall, as promptly as practicable, submit duly take all action to call, give notice of, convene and hold a meeting of the Metrocall stockholders and this Agreement and the Transactions for the approval of its stockholders at a meeting of stockholders and shall use its reasonable best efforts and take all necessary actions to obtain the Metrocall Stockholders' Approval. Such meeting of stockholders shall be held as soon as practicable following the date upon which the Registration Statement becomes effective. Subject to any change of recommendation in accordance with Section 5.2, Metrocall shall, through the Metrocall Board, recommend to its stockholders approval of this Agreement and the Transactions and take all lawful actions to solicit such adoption and approval.

Section 6.5 Compliance with The Securities Act. Each of Metrocall and Arch shall use its reasonable best efforts to cause each officer, each director and each other Person who is an "affiliate" of it, for purposes of Rule 145 under the Securities Act ("Rule 145") at the time of the Arch Stockholders Meeting or the Metrocall Stockholders Meetings, as the case may be, each of whom shall be listed in Section 6.5(a) of the Arch Disclosure Schedule or Section 6.5(b) of the Metrocall Disclosure Schedule, to deliver to Parent, at or prior to the Effective Time a written agreement substantially in the form of Exhibit B attached hereto (an "Affiliate Agreement") to the effect that such Person will not offer to sell, sell or otherwise dispose of any shares of Parent Common Stock issued in the Merger, except, in each case, in accordance with the terms of the Affiliate Agreement and pursuant to an effective registration statement or in compliance with Rule 145, as amended from time to time, or in a transaction which, in the opinion of legal counsel satisfactory to Parent, is exempt from the registration requirements of the Securities Act. Parent shall use commercially reasonable efforts to take such customary and reasonable actions, from time to time after the Effective Time, as are necessary and advisable to allow any party to an Affiliate Agreement to dispose of shares of Parent Common Stock in accordance with Rule 145, if applicable.

Section 6.6 Expenses. Expenses (as defined herein) incurred in connection with this Agreement and the Transactions shall be paid by the party incurring such Expenses, except that those Expenses incurred in connection with the filing, printing and mailing of the Registration Statement and the Joint Proxy Statement/Prospectus, and the filing fees under the Antitrust Laws, any other filings fees under any governmental regulations and any filing fees in connection with obtaining approvals under the Communications Act, the FCC Regulations and the Telecommunications Laws, as well as Expenses incurred in connection with presentations

made to governmental entities in connection with the foregoing filings, shall be shared equally by Metrocall and Arch. For purposes of this Agreement, the term "Expenses" means, with respect to any party hereto, all reasonable out-of-pocket expenses (including all fees and expenses of counsel, accountants, investment bankers, experts and consultants to a party hereto and its affiliates, but excluding any allocation of overhead) incurred by such party or on its behalf in connection with or related to the authorization, preparation, negotiation, execution and performance of its obligations pursuant to this Agreement and the consummation of the Merger, the preparation, printing, filing and mailing of the Registration Statement, and the Joint Proxy Statement/Prospectus, the solicitation of stockholder approvals and all other matters related to consummating the Transactions and the Closing.

Section 6.7 Public Statements. Metrocall and Arch shall consult with each other before issuing any press release or written employee communication or otherwise making any public announcement with respect to this Agreement, the Transactions or otherwise and shall not issue any such press release or written employee communication or make any such public statement without the prior written approval of the other Company, except to the extent required by applicable law or the requirements of the rules and regulations of the SEC, Nasdaq or Nasdaq SmallCap, in which case the issuing Company shall use all reasonable efforts to consult with the other Company before issuing any such release or making any such public statement; provided, that a Company may make any public statement (i) reasonably required to correct or otherwise address disclosures made by the other Company in violation of this Agreement or (ii) in response to specific questions by the press, analysts, investors or those attending industry conferences or financial analyst conference calls, in each case so long as any such statements are not inconsistent with previous press releases, public disclosures or public statements made jointly by the Companies and do not reveal any non-public information regarding the other Company. The Companies shall cooperate to develop all public communications and make appropriate members of management available at presentations related to the transactions contemplated by this Agreement as reasonably requested by the other Company.

Section 6.8 Notification of Certain Matters. Each of Metrocall and Arch agrees to give prompt notice to the other of, and to use commercially reasonable efforts to remedy, (i) the occurrence or failure to occur of any event which occurrence or failure to occur would be likely to cause any of its representations or warranties in this Agreement to be untrue or inaccurate in any material respect on the Closing Date in any case which would reasonably be expected to result in the failure of one or more of the other Company's conditions to closing set forth in Article VII, (ii) any failure on its part to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it thereunder in any case which would reasonably be expected to result in the failure of one or more of the other Company's conditions to closing set forth in Article VII and (iii) any event, development, change, or effect that has or would reasonably be expected to materially impair the operations of the business of such Company, provided, however, that the delivery of any notice pursuant to this Section 6.8 shall not limit or otherwise affect the rights or remedies available hereunder to the party receiving such notice.

Section 6.9 Directors' and Officers' Indemnification. (a) The indemnification provisions of the respective certificates of incorporation and bylaws of Parent, Surviving Metrocall Corporation and Surviving Arch Corporation and their respective Subsidiaries as in

effect at the Effective Time shall not be amended, repealed or otherwise modified for a period of six years from the Effective Time in any manner that would adversely affect the rights thereunder of individuals who at the Effective Time were current or former directors, officers, employees or agents of Arch or Metrocall or their respective Subsidiaries. From and after the Effective Time, Parent, Surviving Metrocall Corporation and Surviving Arch Corporation shall, and shall cause their respective Subsidiaries to, jointly and severally (provided that each Company and its Subsidiaries shall only be liable with respect to current and former directors and officers of such Company and its Subsidiaries) fulfill and honor in all respects the obligations, including with respect to advancing expenses, of Parent, Surviving Metrocall Corporation and Surviving Arch Corporation, and their respective Subsidiaries, pursuant to any indemnification agreements between Arch or Metrocall, or any of their respective Subsidiaries, and their respective current and former directors and officers in effect immediately prior to the Effective Time and any indemnification provisions under the Arch Certificate of Incorporation and Arch Bylaws or Metrocall Certificate of Incorporation and Metrocall Bylaws, or the certificate of incorporation, bylaws and comparable organizational documents of any such Subsidiaries, respectively, as in effect on the date hereof.

(b) In the event Parent, Surviving Metrocall Corporation or Surviving Arch Corporation or any of their respective Subsidiaries, successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any other Person, then, and in each such case, reasonable adequate provisions shall be made so that its successors and assigns shall assume the obligations of Parent, Surviving Metrocall Corporation, Surviving Arch Corporation, or any such Subsidiaries, as applicable, as set forth in this Section 6.9 to the extent such assumption does not occur by operation of law.

(c) For a period of six years after the Effective Time, Parent shall cause to be maintained in effect for each current and former director and officer of Arch and Metrocall as of the Effective Time, liability insurance coverage with respect to matters arising at or prior to the Effective Time, in such amounts and containing such terms and conditions that are not materially less advantageous to such parties than the coverage applicable to such individuals immediately prior to the Effective Time. The provisions of the immediately preceding sentence shall be deemed to have been satisfied if prepaid policies have been obtained on or prior to the Effective Time to the extent such policies provide such current and former directors with coverage for the period and on the terms and conditions described in the preceding sentence.

(d) The rights of each indemnified party hereunder shall be in addition to, and not in limitation of, any other rights such indemnified party may have under the Arch Certificate of Incorporation or Arch Bylaws or Metrocall Certificate of Incorporation or Metrocall Bylaws, respectively, any indemnification agreement, under the DGCL, or otherwise. The provisions of this Section 6.9 shall survive the consummation of the Merger and expressly are intended to benefit each of the indemnified parties.

(e) Parent shall, or shall cause one or more of the Surviving Corporations or their respective Subsidiaries to, pay all reasonable expenses, including reasonable attorneys' fees, that may be incurred by any Person indemnified hereunder in enforcing the indemnity and other obligations provided in this Section 6.9.

Section 6.10 Listing. Metrocall and Arch shall use, and shall cause Parent to use, its reasonable best efforts to effect, at or before the Effective Time, authorization for listing on the Nasdaq, upon official notice of issuance, of the shares of Parent Common Stock to be issued pursuant to the Merger or to be reserved for issuance (i) upon the exercise of Arch Stock Options, Metrocall Stock Options or Metrocall Warrants or (ii) in respect of Arch Stock Rights or Metrocall Stock Rights.

Section 6.11 Employee Matters. (a) To the extent permitted by Parent's employee benefit plans and applicable law, Parent will use reasonable efforts to give each employee of Arch and Metrocall who is retained by Parent or any of its Subsidiaries after the Effective Time (a "Retained Employee") full credit for purposes of eligibility and vesting and determination of the level of benefits under any employee benefit plans or arrangements maintained by Parent or any subsidiary of Parent for such Retained Employees' service with Arch or Metrocall, as applicable to the same extent recognized by Arch or Metrocall, as applicable, immediately prior to the Effective Time. In no event shall Retained Employees be entitled to any credit to the extent that it would result in a duplication of benefits with respect to the same period of service.

(b) To the extent permitted by Parent's employee benefit plans and applicable law, Parent will (i) waive all limitations as to preexisting conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to the Retained Employees under any welfare benefit plans that such employees may be eligible to participate in after the Effective Time, other than limitations or waiting periods that are already in effect with respect to such employees and that have not been satisfied as the Effective Time under any welfare plan maintained for the Retained Employees immediately prior to the Effective Time, and (ii) provide each Retained Employee with credit for any portion of co-payments and deductibles paid prior to the Effective Time which relate to any period or portion thereof occurring, or benefit inuring, after the Effective Time in satisfying any applicable deductible or out-of-pocket requirements under any welfare plans that such employees are eligible to participate in after the Effective Time.

(c) Nothing in this Section 6.11 shall be interpreted as preventing Parent from amending, modifying or terminating any of the Parent Benefits Plans or other contracts, arrangements, commitments or understandings, in accordance with their terms and applicable law.

(d) As of the Effective Time, Parent shall assume and honor in accordance with their terms all employment, severance and other compensation agreements and arrangements existing and disclosed by Arch or Metrocall, as applicable, prior to the execution of this Agreement which are between Arch or Metrocall, as applicable, and any respective director, officer, or employee thereof except as otherwise expressly agreed between Parent and such Person, including the acceleration of any vesting provision of any Arch Stock Option, Arch Stock Right or Metrocall Stock Option, or any unvested or restricted Arch Common Stock issued under the Arch Stock Plan, which may be triggered by the Merger.

(e) As of or promptly following the Effective Time, Parent will establish a key employee retention program for the benefit of key employees identified as such by Parent's Board (or the compensation committee thereof) with such terms as are approved by Parent's

Board (or the compensation committee thereof) and providing for aggregate retention payments to all such employees in an amount not to exceed \$3,000,000.

(f) As of or promptly following the Effective Time, Parent will establish an equity incentive plan for members of the Parent Board and officers and employees of Parent and its Subsidiaries, and reserve for issuance thereunder (in the form of stock options, restricted stock grants or as otherwise determined by the Parent Board or the compensation committee thereof) a number of shares of Parent Common Stock not to exceed 7% of the issued and outstanding shares of Parent Common Stock as of the Effective Time (exclusive of Metrocall Stock Options, Metrocall Stock Rights, Metrocall Warrants, Arch Stock Options and Arch Stock Rights that are exchanged as of the Effective Time for corresponding rights to receive Parent Common Stock pursuant to Section 2.1). The terms, conditions, eligibility of participants and the allocations to eligible participants shall be determined by the Parent Board (or the compensation committee thereof) and in accordance with applicable law, rule and regulation.

(g) As of or prior to the Effective Time, but effective as of the Effective Time, Parent shall, and shall cause Metrocall, Arch and/or any of their respective Subsidiaries, to enter into an employment agreement and bonus arrangements with the Chief Executive Officer of Metrocall as of the date of this Agreement to serve as the Chief Executive Officer of Parent from and after the Effective Time, on and subject to the terms and conditions set forth on Schedule 6.11(g) and such other customary terms and conditions as may be agreed among the parties thereto. In the event that the Chief Executive Officer of Metrocall as of the date of this Agreement is, at any time on or prior to the Effective Time, for any reason unwilling or unable to serve as Chief Executive Officer of Parent, (i) prior to the Effective Time, the persons selected to serve on the Parent Board pursuant to Section 6.14, and (ii) on and after the Effective Time, the members of the Parent Board, shall promptly select and approve an individual to serve as the Chief Executive Officer of Parent as follows: (x) an individual so selected who is employed by Arch or Metrocall or any of their respective Subsidiaries as of the date of this Agreement, shall be approved by not less than six of the nine persons selected to serve on the Parent Board or not less than six of the nine members of the Parent Board, as the case may be, or (y) in the event that no individual referred to in the preceding clause (x) is approved as provide therein, an individual who is not employed by Arch or Metrocall or any of their respective Subsidiaries as of the date of this Agreement to serve as the Chief Executive Officer of Parent will be selected and approved, by not less than five of the nine persons selected to serve on the Parent Board or not less than five of the nine members of the Parent Board, as the case may be.

(h) The Chief Executive Officer of Metrocall during the Interim Period may recommend for appointment one or more candidates to serve as executive officers of Parent, which appointments shall require the approval of a majority of the individuals selected to serve on the Parent Board.

(i) Arch does not intend, and does not intend for its Subsidiaries, to take any action or omit to take any action which would or could reasonably be expected to cause a "Change in Control" under Arch's Management Long-Term Incentive Plan, the Arch Stock Plan or any related Restricted Stock Agreement or Nonstatutory Stock Option Agreement or under the respective employment agreements of Messrs. Baker, Daniels and Fottle, in each case as such term is defined therein, or otherwise provide a reasonable basis for any participant therein or

party thereto, as applicable, to believe that a "Change in Control" has occurred or will occur as a consequence of the consummation of the Transactions.

Section 6.12 Tax-Free Transaction. (a) The Merger is intended to constitute an exchange described in Section 351 of the Code. From and after the date of this Agreement, each party hereto shall use all reasonable efforts to cause the Merger to qualify, and shall not, without the prior written consent of the other parties hereto, knowingly take any actions or cause any actions to be taken which could reasonably be expected to prevent the Merger from qualifying as an exchange described in Section 351 of the Code. If the Merger shall fail to qualify as an exchange described in Section 351 of the Code, then the parties hereto agree to negotiate in good faith to restructure the Merger in order that it shall otherwise qualify as a transaction that is in whole or in part tax-free under the Code. Following the Effective Time, and consistent with any such consent, neither of the Surviving Corporations nor Parent nor any of their respective affiliates knowingly and voluntarily shall take any action or cause any action to be taken which could reasonably be expected to cause the Merger to fail to qualify as an exchange described in Section 351 of the Code or otherwise as a transaction that is in whole or in part tax-free under the Code.

(b) Following the Effective Time, Parent shall conduct its business and shall cause each of the Surviving Corporations to conduct its business, in a manner which would not jeopardize the characterization of the Merger as an exchange described in Section 351 of the Code or otherwise as a transaction that is whole or in part tax-free under the Code. Parent will provide certain factual representations as reasonably requested by Arch or Metrocall as necessary to confirm that Parent will not take any action on or after the Effective Time that would jeopardize the tax free nature of the Merger as an exchange described in Section 351 of the Code or otherwise as a transaction that is in whole or in part tax-free under the Code.

Section 6.13 Exemption From Liability Under Section 16(b). (a) Provided that Arch and Metrocall delivers to Parent the Section 16 Information (as defined below) with respect to Arch and Metrocall, respectively, prior to the Effective Time, the Board of Directors of Parent (the "Parent Board"), or a committee of Non-Employee Directors thereof (as such term is defined for purposes of Rule 16b-3(d) under the Exchange Act), shall adopt a resolution in advance of the Effective Time providing that the receipt by the Insiders (as defined herein) of Parent Common Stock in exchange for shares of Arch Common Stock or Metrocall Common Stock, as applicable, and of options on Parent Common Stock upon assumption and conversion by Parent of Arch Stock Options or Metrocall Stock Options, as applicable, in each case pursuant to the Transactions and to the extent that such securities are listed in the Section 16 Information, are intended to be exempt from liability pursuant to Rule 16b-3 under the Exchange Act.

(b) "Section 16 Information" means information accurate in all respects regarding the Insiders, the number of shares of Arch Common Stock or Metrocall Common Stock, as applicable, or other equity securities thereof deemed to be beneficially owned by each Insider and expected to be exchanged for Parent Common Stock in connection with the Merger.

(c) "Insiders" means those officers and directors of Arch and Metrocall who are subject to the reporting requirements of Section 16(a) of the Exchange Act.

Section 6.14 Directors of Parent and Surviving Corporations.

(a) As of the Effective Time, (i) eight of the nine directors constituting the full Parent Board shall be as set forth in Section 1 of Schedule A attached hereto, and (ii) the ninth director of the Parent Board shall be the individual nominated by the Arch Board to serve on the Parent Board as set forth in Section 5 of Schedule A (or if such individual is unable to serve on the Parent Board as a result of death or incapacitation, the individual nominated by the Arch Board to serve on the Parent Board as the alternate ninth director as set forth in Section 6 of Schedule A), and Section 1 of Schedule A shall be amended accordingly. The parties intend that the selection of the ninth member of the Parent Board shall be deemed to have been made by the Arch Board and shall not constitute or give rise, upon consummation of the Transactions, to a "Change in Control" under Arch's Management Long-Term Incentive Plan, the Arch Stock Plan or any related Restricted Stock Agreement or under the respective employment agreements of Messrs. Baker, Daniels and Pottle. Immediately after the Effective Time, the Chairman of the Parent Board shall be the member of the Metrocall Board designated as such on Section 1 of Schedule A; provided that if prior to the Effective Time such person is unable or unwilling to serve in such capacity, another person selected to serve on the Parent Board will be promptly selected and approved to serve as the Chairman of the Parent Board by not less than five of the nine persons selected to serve on the Parent Board, and Section 1 of Schedule A shall be amended accordingly.

(b) As of the Effective Time, the directors constituting the Audit Committee, Compensation Committee and Nominating and Governance Committee of the Parent Board shall be as set forth in Sections 2, 3 and 4, respectively, of Schedule A attached hereto, each such Person to serve from the Effective Time until his or her successor has been duly elected and qualified, or until his or her earlier death, resignation, or removal in accordance with the Parent Certificate of Incorporation and Parent Bylaws. The Chairman of each of the Audit Committee, Compensation Committee and Nominating and Governance Committee of the Parent Board shall be selected and approved to so serve by a majority of persons selected to serve on the Parent Board.

(c) In the event that any individual listed in Sections 1, 2, 3 or 4 of Schedule A who is a member of the Metrocall Board on the date hereof is unable or unwilling to serve on the Parent Board or any committee thereof as of the Effective Time, then, prior to the Effective Time, the Metrocall Board shall designate a candidate to replace such individual, which candidate shall be approved by the Arch Board, such approval not to be unreasonably withheld, and the relevant sections of Schedule A shall be amended accordingly.

(d) In the event that any individual listed in Sections 1, 2, 3 or 4 Schedule A who is a member of the Arch Board on the date hereof is unable or unwilling to serve on the Parent Board or any committee thereof as of the Effective Time, then, prior to the Effective Time, the Arch Board shall designate a candidate to replace such individual, which candidate shall be approved by the Metrocall Board, such approval not to be unreasonably withheld, and the relevant section(s) of Schedule A shall be amended accordingly.

(e) Each of Metrocall and Arch shall take such action, and shall cause Parent to take such action, as shall reasonably be deemed by either thereof to be advisable to give effect to the provisions set forth in this Section 6.14.

(f) Each of the foregoing Persons shall serve from the Effective Time until his or her successor has been duly elected and qualified, or until his or her earlier death, resignation, or removal in accordance with the Parent Certificate of Incorporation and Parent Bylaws.

Section 6.15 Redemption of Notes Prior to the Closing Date, Arch shall cause Arch Holdings, Inc. ("Arch Holdings") to redeem in full all outstanding 12% Subordinated Secured Compounding Notes due 2009, in accordance with the Indenture, dated May 29, 2002, among Arch Holdings, the guarantors listed therein and The Bank of New York, as Trustee.

Section 6.16 Redemption of Preferred Stock. On or prior to the earlier of the record date Metrocall Stockholders Meeting and June 30, 2004, Metrocall shall redeemed, or shall have caused the redemption of, all issued and outstanding shares of Metrocall Preferred Stock, and shall have defeased, or caused the defeasance, all shares of Metrocall Preferred Stock reserved for issuance under the Metrocall Plan of Reorganization. On or prior to the mailing of Joint Proxy Statement/Prospectus, Metrocall shall have delivered the required notice of such redemption or defeasance, as applicable.

Section 6.17 Control of Other Party's Business Nothing contained in this Agreement shall give any party, directly or indirectly, the right to control or direct the operations of any other party prior to the consummation of the Mergers. Prior to the consummation of the Mergers, each party shall independently exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its operations.

ARTICLE VII CONDITIONS

Section 7.1 Conditions to Each Party's Obligation to Effect the Merger The respective obligations of each party to effect the Merger shall be subject to the fulfillment at or prior to the Closing Date of the following conditions:

(a) the Arch Stockholders' Approval and the Metrocall Stockholders' Approval;

(b) the Registration Statement shall have been declared effective by the SEC in accordance with the provisions of the Securities Act, and no stop order suspending such effectiveness shall have been issued and remain in effect and no proceeding for that purpose shall have been instituted by the SEC or any state regulatory authorities;

(c) the shares of Parent Common Stock issuable in the Merger and those to be reserved for issuance upon exercise of stock options shall have been authorized for listing on Nasdaq upon official notice of issuance;

(d) no preliminary or permanent injunction or other order or decree by any federal or state court which prevents, prohibits or makes illegal the consummation of the Merger shall have been issued and remain in effect (each party agreeing to use its reasonable efforts to have any such injunction, order or decree lifted);

(e) no statute, rule or regulation shall have been enacted by any state or federal government or governmental agency in the United States which would prevent or prohibit the consummation of the Merger or make the Merger illegal;

(f) any waiting period applicable to consummation of the Merger under the HSR Act shall have expired or been terminated;

(g) the FCC shall have granted its consent to the Merger; and

(h) the number of Appraisal Shares shall not exceed 8% of the total number of Metrocall Fully Diluted Shares as of the Effective Time.

Section 7.2 Additional Conditions to Obligation of Arch to Effect the Merger. Unless waived by Arch, the obligation of Arch to effect the Merger shall be subject to the fulfillment at the Closing Date of the following additional conditions.

(a) (i) Metrocall shall have performed in all material respects its obligations contained in this Agreement required to be performed on or prior to the Closing Date, (ii) the representations and warranties of Metrocall contained in this Agreement (x) that are qualified as to Metrocall Material Adverse Effect shall be true and correct on and as of the date made and (except to the extent that such representations and warranties speak as of an earlier date, in which case on and as of that date) on and as of the Closing Date as if made at and as of such date and (y) that are not qualified as to Metrocall Material Adverse Effect shall be true and correct (without regard to any materiality qualifier in any such representations or warranties) on and as of the date made and (except to the extent that such representations and warranties speak as of an earlier date, in which case on and as of the date) on and as of the Closing Date as if made at and as of such date, except for failures of the representations and warranties referred to in this clause (i) to be true and correct as would not reasonably be expected to have, individually or in the aggregate, a Metrocall Material Adverse Effect, and (iii) Arch shall have received a certificate of the Chief Executive Officer of Metrocall to that effect.

(b) between the date hereof and the Effective Time, there shall not have occurred any Metrocall Material Adverse Effect; and

(c) Arch shall have received a written opinion of Latham & Watkins, in form and substance reasonably acceptable to it, dated as of the Closing Date to the effect that, on the basis of the facts, representations and assumptions set forth or referred to in such opinion, for U.S. federal income tax purposes the Merger will constitute an exchange described in Section 351 of the Code. In rendering such opinion, counsel to Arch shall be entitled to rely upon assumptions and representations reasonably satisfactory to such counsel, including representations set forth in certificates of officers of Parent, Arch Acquiring Sub, Metrocall Acquiring Sub, Arch and Metrocall.

Section 7.3 Additional Conditions to Obligation of Metrocall to Effect the Merger. Unless waived by Metrocall, the obligation of Metrocall to effect the Merger shall be subject to the fulfillment at the Closing Date of the following additional conditions:

(a) (i) Arch shall have performed in all material respects its obligations contained in this Agreement required to be performed on or prior to the Closing Date, (ii) the representations and warranties of Arch contained in this Agreement (x) that are qualified as to Arch Material Adverse Effect shall be true and correct on and as of the date made and (except to the extent that such representations and warranties speak as of an earlier date, which case on and as of that date) on and as of the Closing Date as if made at and as of such date and (y) that are not qualified as to Arch Material Adverse Effect shall be true and correct (without regard to any materiality qualifier in any such representations or warranties) on and as of the date made and (except to the extent that such representations and warranties speak as of an earlier date, in which case on and as of the date) on and as of the Closing Date as if made at and as of such date, except for failures of the representations and warranties referred to in this clause (ii) to be true and correct as would not reasonably be expected to have, individually or in the aggregate, an Arch Material Adverse Effect, and (iii) Metrocall shall have received a certificate of the Chief Executive Officer of Arch to that effect.

(b) Between the date hereof and the Effective Time, there shall not have occurred any Arch Material Adverse Effect; and

(c) Metrocall shall have received a written opinion of Schulte Roth & Zabel LLP, in form and substance reasonably acceptable to it, dated as of the Closing Date to the effect that, on the basis of the facts, representations and assumptions set forth or referred to in such opinion, for U.S. federal income tax purposes the Merger will constitute an exchange described in Section 351 of the Code. In rendering such opinion, counsel to Metrocall shall be entitled to rely upon assumptions and representations reasonably satisfactory to such counsel, including representations set forth in certificates of officers of Parent, Arch Acquiring Sub, Metrocall Acquiring Sub, Arch and Metrocall

ARTICLE VIII TERMINATION

Section 8.1 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, notwithstanding any requisite adoption and approval of this Agreement, as follows:

(a) by mutual written consent duly authorized by the Metrocall Board and the Arch Board.

(b) by either Metrocall or Arch, if the Effective Time shall not have occurred on or before December 31, 2004; provided, however, that in the event that all conditions set forth in Article VII are satisfied or waived and the Companies have not consummated the Transactions due to a failure to obtain on reasonable terms the financing required to pay the Cash Election Price, then such date may be extended for no longer than 60 days by either Metrocall or Arch by providing written notice thereof to the other Person on or

prior to December 31, 2004; provided further, however, that the right to terminate this Agreement under this Section 8.1(b) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have caused, or resulted in, the failure of the Effective Time to occur on or before such date:

(c) by either Metrocall or Arch, if any injunction, order or decree of the type described in Section 7.1(d) shall have been entered and shall have become final and nonappealable, provided, that the party seeking to terminate this Agreement pursuant to this Section 8.1(c) shall have used its reasonable best efforts to prevent the entry of and to remove such injunction, order or decree;

(d) by Arch, if prior to the Metrocall Stockholders' Approval, (i) the Metrocall Board withdraws or in any materially adverse respect modifies or changes its recommendation of this Agreement or the Merger or shall have resolved to do so; or (ii) the Metrocall Board shall have recommended to the stockholders of Metrocall a Competing Transaction or shall have resolved to do so;

(e) by Metrocall if, prior to the Arch Stockholders' Approval, (i) the Arch Board withdraws or in any materially adverse respect modifies or changes its recommendation of this Agreement or the Merger or shall have resolved to do so, or (ii) the Arch Board shall have recommended to the stockholders of Arch a Competing Transaction or shall have resolved to do so;

(f) by either Arch or Metrocall if (i) this Agreement and the Merger shall fail to receive the requisite votes for the Metrocall Stockholders' Approval at the Metrocall Stockholders Meeting (assuming the existence of a quorum where a vote was taken, and including any adjournment of such meeting) or (ii) this Agreement and the Merger shall fail to receive the requisite votes for the Arch Stockholders' Approval at the Arch Stockholders Meeting (assuming the existence of a quorum where a vote was taken, and including any adjournment of such meeting);

(g) by Arch, upon a breach of any representation, warranty, covenant or agreement on the part of Metrocall set forth in this Agreement, or if any representation or warranty of Metrocall shall have become untrue, incomplete or incorrect, in either case such that the conditions set forth in Section 7.2(a) would not be satisfied (a "Terminating Metrocall Breach"), provided, however, that Metrocall shall have 30 days after written notice of such default, specifying in reasonable detail the nature of such default, is given to Metrocall by Arch to cure such Terminating Metrocall Breach, and Arch may not terminate this Agreement under this Section 8.1(g), if such Terminating Metrocall Breach is curable by Metrocall through the exercise of its reasonable efforts within such 30-day period and for so long as Metrocall continues to exercise such reasonable efforts; and provided further, however, that the immediately preceding proviso shall not in any event be deemed to extend any date set forth in Section 8.1(b);

(h) by Metrocall, upon breach of any representation, warranty, covenant or agreement on the part of Arch set forth in this Agreement, or if any representation or warranty of Arch shall have become untrue, incomplete or incorrect, in either case such that the conditions

set forth in Section 7.3(a) would not be satisfied (a "Terminating Arch Breach"); provided, however, that Arch shall have 30 days after written notice of such default, specifying in reasonable detail the nature of such default, is given to Arch by Metrocall to cure such Terminating Arch Breach, and Metrocall may not terminate this Agreement under this Section 8.1(h), if such Terminating Arch Breach is curable by Arch through the exercise of its reasonable efforts within such 30-day period and for so long as Arch continues to exercise such reasonable efforts; and provided further, however, that the immediately preceding proviso shall not in any event be deemed to extend any date set forth in Section 8.1(b);

(i) by Metrocall, if, prior to the Metrocall Stockholders' Approval, the Metrocall Board determines in accordance with Section 5.2 to approve a Competing Transaction, but only after Metrocall (A) provides Arch with no less than five Business Days notice of its determination to approve such Competing Transaction, including all material terms thereof, (B) within such period, has in good faith negotiated, and has caused its financial and legal advisors to negotiate, with Arch to make such adjustments in the terms and conditions of this Agreement as would cause the transactions contemplated by this Agreement to be more favorable, from a financial point of view, to the stockholders of Metrocall than such Competing Transaction, and (C) taking into account any amendments made to this Agreement pursuant to clause (B), the Metrocall Board determines in good faith that the Competing Transaction is more favorable, from a financial point of view, to the stockholders of Metrocall than the transactions contemplated by this Agreement, provided that Metrocall's right to terminate this Agreement under this Section 8.1(i) shall not be available if Metrocall is then in breach of Section 5.2; or

(j) by Arch, if, prior to the Arch Stockholders' Approval, the Arch Board determines in accordance with Section 5.2 to approve a Competing Transaction, but only after Arch (A) provides Metrocall with no less than five Business Days notice of its determination to approve such Competing Transaction, including all material terms thereof, (B) within such period, has in good faith negotiated, and has caused its financial and legal advisors to negotiate, with Metrocall to make such adjustments in the terms and conditions of this Agreement as would cause the transactions contemplated by this Agreement to be more favorable, from a financial point of view, to the stockholders of Arch than such Competing Transaction, and (C) taking into account any amendments made to this Agreement pursuant to clause (B), the Arch Board determines in good faith that the Competing Transaction is more favorable, from a financial point of view, to the stockholders of Arch than the transactions contemplated by this Agreement, provided that Arch right to terminate this Agreement under this Section 8.1(j) shall not be available if Arch is then in breach of Section 5.2.

Section 8.2 Effect of Termination. (a) Except as provided in this Section 8.2 and Section 8.3, in the event of termination of this Agreement pursuant to Section 8.1, this Agreement shall forthwith become void, there shall be no liability under this Agreement on the part of any party hereto or any party's affiliates or any party's officers or directors, and all rights and obligations of each party hereto shall cease, provided, however, that (i) the provisions of Sections 6.2, 6.6, 8.2, and 8.3, Article IX shall survive and (ii) subject to Section 8.3(d), nothing herein shall relieve any party hereto from liability for the willful or intentional breach of any of its representations and warranties or the willful or intentional breach of any of its covenants or agreements set forth in this Agreement.

(b) For a period of twelve months from the date of any termination of this Agreement, neither Company, nor any of their respective Subsidiaries, shall, directly or indirectly, solicit the employment of any employee of the other Company or its Subsidiaries, except that this Section 8.2(b) shall not prohibit either Company or its Subsidiaries from (i) advertising employment opportunities in any national newspaper, trade journal or other publication in a major metropolitan area, or any third party internet website posting, or negotiating with, offering employment to or employing such Persons contacted through such medium or (ii) participating in any third party hiring fair or similar event open to the public or negotiating with, offering employment to or employing such Persons contacted through such medium.

Section 8.3 Termination Fee.

(a) In the event that (i) either Company shall terminate this Agreement pursuant to Section 8.1(f)(i) and, in either case, at the time of such termination there shall exist or be proposed a Competing Transaction in respect of Metrocall which is consummated or with respect to which Metrocall enters into a definitive agreement within 12 months thereafter, (ii) Arch shall terminate this Agreement pursuant to Section 8.1(d), or (iii) Metrocall shall terminate this Agreement pursuant to Section 8.1(i), then Metrocall shall pay to Arch \$12 million, promptly after demand for payment is made to Metrocall or, in the case of subpart (i) hereof, after the execution and delivery of such agreement or the consummation of such Competing Transaction.

(b) In the event that (i) either Company shall terminate this Agreement pursuant to Section 8.1(f)(ii) and, in either case, at the time of such termination there shall exist or be proposed a Competing Transaction in respect of Arch which is consummated or with respect to which Arch enters into a definitive agreement within 12 months thereafter, (ii) Metrocall shall terminate this Agreement pursuant to Section 8.1(e), or (iii) Arch shall terminate this Agreement pursuant to Section 8.1(j), then Arch shall pay to Metrocall \$12 million, promptly after demand for payment is made to Arch or, in the case of subpart (i) hereof, after the execution and delivery of such agreement or the consummation of such Competing Transaction.

(c) Any payment required to be made pursuant to this Section 8.3 shall be made not later than two Business Days after (i) delivery to the paying party of notice of demand for payment, (ii) the execution of a definitive agreement relating to a Competing Transaction or (iii) the consummation of such Competing Transaction (in the case of clause (ii) or (iii), the paying Company shall promptly notify the other Company of such event and the other Company shall designate an account for such payment in writing), as required by this Section 8.3, and shall be made by wire transfer of immediately available funds to an account designated by the other Company in the notice of demand for payment, or in the case of clause (ii) or (iii), other written instruction. In the event both Arch and Metrocall would otherwise be entitled to payments under Section 8.3 (a) and (b) respectively, neither Company shall be required to make any payment under this Section 8.3. In no event shall either Company be entitled to collect amounts pursuant to this Section 8.3 relating to more than one specified event.

(d) In the event fees are payable under this Section 8.3, such fees set forth in this Section 8.3 shall constitute the sole and exclusive remedy for any loss, liability, damage

or claim arising out of or in connection with any nonperformance of a covenant, breach, failure of a condition precedent or termination of this Agreement.

(e) Each of the parties acknowledge that the agreements contained in Section 8.3 are an integral part of the Transactions, and that, without these agreements, the other party would not enter into this Agreement; accordingly, if either of the parties fails to pay in a timely manner the amounts due pursuant to Section 8.3 and, in order to obtain such payment, the other party makes a claim that results in a judgment against the first party for the amounts set forth in this Section 8.3, the first party shall pay the other party its costs and expenses (including attorney's fees and expenses) in connection with such suit, together with interest on the applicable amounts at the prime rate as set forth in The Wall Street Journal (Northeastern Edition), in effect on the date such payment was originally required to be made.

ARTICLE IX GENERAL PROVISIONS

Section 9.1 Non-Survival of Representations and Warranties. No representations, warranties or obligations in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Merger, and after the Effective Time of the Merger neither Metrocall nor Arch, or their respective officers or directors, shall have any further obligation with respect thereto, except for covenants and agreements which by their terms expressly contemplate performance after the Effective Time, including any such covenants and agreements contained in Articles II and IX and in Sections 1.3, 1.4, 1.5, 1.6, 2.1(b), 2.1(d), 6.1(h) and (i), 6.2, 6.6, 6.9 and 6.12(b) (including any factual representations set forth in a certificate delivered to Arch or Metrocall pursuant thereto), all of which shall survive the Merger.

Section 9.2 Amendments and Waivers, Delays and Omissions (a) The provisions of this Agreement may not be amended, modified, supplemented or terminated, and waivers or consents to departure from the provisions hereof may not be given, except by written instrument duly executed by the parties hereto by action taken by or on behalf of their respective boards of directors at any time prior to the Effective Time; provided, however, that after the Arch Stockholders' Approval and the Metrocall Stockholders' Approval, no waiver or amendment may be made, except such waivers and amendments that have received the requisite stockholder approval and such waivers and amendments that are permitted to be made without stockholder approval under the Delaware General Corporation Laws.

(b) Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach or default of another party under this Agreement, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver of compliance with the performance of any obligation or other act of any other party hereto shall be valid only if set forth in an instrument in writing signed by the party or parties to be bound thereby.

Section 9.3 Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, facsimile, any nationally recognized courier guaranteeing overnight delivery, or first class registered or certified mail, return receipt requested, postage prepaid, addressed to the applicable party at the address set forth below or such other address as may hereafter be designated by such party to the other parties in accordance with the provisions of this Section:

(a) If to Metrocabl, Co.

Metrocabl Holdings, Inc
6677 Richmond Highway
Alexandria, VA 22306
Attention: Vincent D. Kelly
Facsimile: (703) 768-9625

With a copy to:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Andre Weiss, Esq.
Jeffrey S. Sabin, Esq.
Facsimile: (212) 593-5955

(b) If to Arch, Co:

Arch Wireless, Inc.
1800 West Park Drive,
Suite 250
Westborough, MA 01581
Attention: C. Edward Baker, Jr.
Facsimile: (508) 870-6076

With a copy to each of:

Arch Wireless, Inc.
1800 West Park Drive,
Suite 250
Westborough, MA 01581
Attention: William E. Redmond, Jr.
Facsimile: (518) 581-2323

Arch Wireless, Inc.
1800 West Park Drive,
Suite 250
Westborough, MA 01581
Attention: Patricia A. Gray, Esq.
Facsimile: (866) 207-3384

Latham & Watkins
555 Eleventh Street, NW, Suite 1000
Washington, DC 20004
Attention: Eric L. Bernthal, Esq.
William P. O'Neill, Esq.
Facsimile: (202) 637-2201

All such notices and communications shall be deemed to have been duly given: at the time delivered, if delivered by hand; when noted on a confirmation report (or if such delivery date is not a Business Day, on the next Business Day), if sent by facsimile; on the next Business Day, if timely delivered to a nationally recognized courier guaranteeing overnight delivery, if and when received, if deposited in the United States mail, postage prepaid, certified or registered, return receipt requested.

Section 9.4 Binding Agreement; No Assignment. This Agreement shall inure solely to the benefit of and be binding upon each of the parties hereto. This Agreement shall not be assigned by any party by operation of law or otherwise. Except as otherwise provided in Sections 6.9 and 6.11 herein, this Agreement is not intended to confer upon any Person, except for the parties hereto, any rights or remedies hereunder.

Section 9.5 Counterparts. This Agreement may be executed in counterparts (including by facsimile), each of which, when so executed and delivered, shall be deemed to be an original and enforceable, but all of which, taken together, shall constitute one and the same instrument.

Section 9.6 Descriptive Headings, Etc. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of terms contained herein. Unless the context of this Agreement otherwise requires: (i) words of any gender shall be deemed to include each other gender; (ii) words using the singular or plural number shall also include the plural or singular number, respectively; (iii) the words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and paragraph references are to the Sections and paragraphs of this Agreement; (iv) the word "including" and words of similar import when used in this Agreement means "including, without limitation," unless otherwise specified; (v) "or" is not exclusive; (vi) provisions apply to successive events and transactions; (vii) "knowledge", with respect to any party, means the actual knowledge of the executive officers of that party; and (viii) "Business Day" means any day on which the principal offices of the SEC in Washington, D.C. are open to accept filings, other than any such day banks in New York City are permitted or required by law to be closed.

Section 9.7 Severability. In the event that any one or more of the provisions, paragraphs, words, clauses, phrases or sentences contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision, paragraph, word, clause, phrase or sentence in every other respect and of the other remaining provisions, paragraphs, words, clauses, phrases or sentences hereof shall not be in any way impaired, it being intended that all rights, powers and privileges of the parties hereto shall be enforceable to the fullest extent

permitted by law; provided, that this Section 9.7 shall not cause this Agreement to differ materially from the intent of the parties as herein expressed.

Section 9.8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware (without giving effect to the conflict of laws principles thereof).

Section 9.9 Entire Agreement.

(a) This Agreement, including the Arch Disclosure Schedule and the Metrocall Disclosure Schedule, the Ancillary Agreements and the related documents and instruments delivered pursuant to this Agreement, together with any other written agreements delivered by the parties substantially concurrently with this Agreement (collectively, the "Other Agreements"), are intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein; it being understood that the Nondisclosure Agreement shall continue in full force and effect until the Closing and shall survive any termination of this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings relating to such subject matter, other than those set forth or referred to herein or in the Other Agreements. This Agreement and the Other Agreements supersede all prior agreements and understandings between the Companies and the other parties to this Agreement, both written and oral, with respect to such subject matter.

(b) The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

Section 9.10 Consent to Jurisdiction. Each party to this Agreement hereby irrevocably and unconditionally agrees that any action, suit or proceeding, at law or equity, arising out of or relating to this Agreement or any agreements or transactions contemplated hereby may only be brought in any federal court of the Southern District of New York or any state court located in New York County, State of New York, and hereby irrevocably and unconditionally expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and hereby irrevocably and unconditionally waives (by way of motion, as a defense or otherwise) any and all jurisdictional, venue and convenience objections or defenses that such party may have in such action, suit or proceeding. Each party hereby irrevocably and unconditionally consents to the service of process of any of the aforementioned courts. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by law or commence legal proceedings or otherwise proceed against any other party in any other jurisdiction to enforce judgments obtained in any action, suit or proceeding brought pursuant to this Section

Section 9.11 Further Assurances Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the Transactions. Any out-of-pocket costs associated with complying with this Section shall be borne by the requesting party.

Section 9.12 Construction. The parties hereto acknowledge that each of them has had the benefit of legal counsel and has been afforded an opportunity to review this Agreement with its legal counsel and that this Agreement shall be construed as if jointly drafted by the parties.

Section 9.13 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING, WHETHER AT LAW OR EQUITY, BROUGHT BY ANY OF THEM IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 9.14 Specific Performance. The parties hereto agree that irreparable damage would occur in the event any of the provisions of this Agreement were not to be performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof in addition to any other remedies at law or in equity.

[Signatures on following page]

1

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and delivered by their respective officers as of the date first written above.

WIZARDS-PATRIOTS HOLDING, INC.

By: /s/ Vincent D. Kelly

Name: Vincent D. Kelly
Title: Chief Executive Officer

WIZARDS ACQUIRING SUB, INC.

By: /s/ Vincent D. Kelly

Name: Vincent D. Kelly
Title: Chief Executive Officer

METROCALL HOLDINGS, INC.

By: /s/ Vincent D. Kelly

Name: Vincent D. Kelly
Title: Chief Executive Officer

PATRIOTS ACQUIRING SUB, INC.

By: /s/ Vincent D. Kelly

Name: Vincent D. Kelly
Title: Chief Executive Officer

ARCH WIRELESS, INC.

By: /s/ William E. Redmond

Name: William E. Redmond
Title: Director

</TEXT>
</DOCUMENT>