Parent, as the case may be, such withheld amounts (i) shall be remitted by Parent or the Surviving Corporation, as applicable, to the applicable Governmental Entity, and (ii) shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made by the Surviving Corporation or Parent, as the case may be.

(i) No Further Dividends. No dividends or other distributions with respect to capital stock of the Surviving Corporation with a record date on or after the Effective Time shall be paid to the holder of any unsurrendered Certificate.

4.3. Adjustment to Prevent Dilution. In the event that prior to the Effective Time there is a change in the number of Company Shares or securities convertible or exchangeable into or exercisable for Company Shares issued and outstanding as a result of a distribution, reclassification, stock split (including a reverse stock split), stock dividend or distribution, recapitalization, merger, subdivision, issuer tender or exchange offer or other similar transactions, the Merger Consideration shall be equitably adjusted to eliminate the effects of such event on the Merger Consideration.

4.4. Company Stock Based Plans.

(a) At the Effective Time, each outstanding option to purchase Company Shares (a "Company Option") under the Company Stock Plans, whether vested or unvested, shall be cancelled and shall only entitle the holder thereof to receive, as promptly as reasonably practicable following the Effective Time, an amount in cash equal to (i) the product of (x) the total number of Company Shares subject to the Company Option (whether vested or unvested) immediately prior to the Effective Time and (y) the excess, if any, of the Merger Consideration over the exercise price per share under such Company Option, less (ii) the amount of any applicable Taxes required to be withheld with respect to such payment.

(b) At the Effective Time, each restricted Company Share reserved for issuance under the Company Stock Plans (the "Company Restricted Share"), shall be cancelled and shall only entitle the holder thereof to receive, as promptly as reasonably practicable after the Effective Time, an amount in cash equal to (i) the product of (x) the number of Company Shares subject to such Company Restricted Share immediately prior to the Effective Time and (y) the Merger Consideration, less (ii) the amount of any applicable Taxes required to be withheld with respect to such payment.

(c) At or prior to the Effective Time, the Company, the Board of Directors of the Company and the compensation committee of the Board of Directors of the Company, as applicable, shall take any actions which are necessary to effectuate the provisions of this Section 4.4, including causing the Company to use its commercially reasonable efforts to obtain the acknowledgements of all holders of Company Options (provided that the Company shall obtain acknowledgements from all directors of the Company) to the treatment under this Section 4.4. Subject to the immediately preceding sentence, the Company shall take all actions necessary to ensure that from and after the Effective Time neither Parent nor the Surviving Corporation will be required to deliver Company Shares or other capital stock of the Company to

any Person pursuant to or in settlement of Company Options or Company Restricted Shares after the Effective Time.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1. Representations and Warranties of the Company. Subject to Section 9.11(c), except as set forth in the disclosure letter delivered to Parent by the Company at the time this Agreement is entered into (the "Company Disclosure Letter") or as set forth in the Company Reports filed with the SEC on or after January 1, 2007 and prior to the date of this Agreement (excluding all disclosures in any "Risk Factors" section and any other prospective or forward-looking information) the qualifying nature of which must be reasonably apparent, the Company hereby represents and warrants to Parent and Merger Sub that:

(a) Organization, Good Standing and Qualification. Each of the Company and its Subsidiaries is a legal entity duly organized, validly existing and in good standing under the Laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as currently conducted and is qualified to do business and is in good standing as a foreign legal entity in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except where the failure to be so organized, qualified or in good standing, or to have such power or authority, would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. Prior to the date of this Agreement, the Company has made available to Parent a complete and correct copy of the Company's certificate of incorporation and by-laws.

As used in this Agreement, (i) the term "Subsidiary" means with respect to any Person, any other Person (x) of which at least fifty (50) percent of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions is directly or indirectly owned or controlled by such Person and/or by one or more of its Subsidiaries, (y) of which such Person is the general partner or (z) whose business and policies such Person and/or one or more of its Subsidiaries has the power to control; and (ii) the term "Company Material Adverse Effect" means (x) an effect that would prevent, materially delay or materially impair the ability of the Company to consummate the Merger or (y) a material adverse effect on the financial condition, properties, assets, liabilities, business or results of operations of the Company and its Subsidiaries, taken as a whole, excluding any such effect resulting from or arising in connection with (I) changes or conditions (including political conditions) generally affecting (A) the United States economy or financial markets or (B) the United States mobile wireless voice and data industry; (II) any change in GAAP; (III) any change in the market price or trading volume of Company Shares (but not the underlying cause of such change); (IV) other than any Governmental Consent, (A) any adopted legislation by any Governmental Entity having jurisdiction over the Company and its Subsidiaries or (B) any rule or regulation enacted by the FCC; (V) any act of terrorism or sabotage; (VI) any earthquake or other natural disaster; or (VII) the announcement or disclosure of (A) the existence or terms of this Agreement, (B) the Merger or (C) the transactions contemplated by this Agreement, except to the extent that such effects in the cases of clauses (IV), (V) and (VI) above disproportionately affect the Company and its Subsidiaries as compared

to other companies in the United States engaged in the industries in which the Company or its Subsidiaries operate.

(b) Capital Structure. The authorized capital stock of the Company consists of 395,037,226 shares of common stock, par value $.001 per share, of which 325,000,000 shares are designated Class A Common Stock, par value $.001 per share (the "Class A Common Stock"), 70,000,000 shares are designated Class B Common Stock, par value $.001 per share (the "Class B Common Stock"), 4,226 shares are designated Class C Common Stock, par value $.001 per share (the "Class C Common Stock") and 33,000 shares are designated Class D Common Stock, par value $.001 per share (the "Class D Common Stock" and, together with the Class A Common Stock, Class B Common Stock and the Class C Common Stock, the "Company Shares" and each a "Company Share"), of which 152,439,789 shares of Class A Common Stock and 19,418,021 shares of Class B Common Stock (all of which outstanding shares of Class B Common Stock are owned of record by Dobson CC Limited Partnership) were issued and outstanding as of the date of this Agreement and no other Company Shares are outstanding, and 6,000,000 shares of Preferred Stock, par value $1.00 per share ("Company Preferred Shares"), of which 1,900,000 Company Preferred Shares are designated Series F Convertible Preferred Stock, par value $1.00 per share (the "Series F Preferred"), and 759,896 shares of Series F Preferred were outstanding on the date of this Agreement and no other Company Preferred Shares are outstanding. All of the outstanding Company Shares and Company Preferred Shares have been duly authorized and validly issued and are fully paid and nonassessable. The Company has no Company Shares, Company Preferred Shares or other shares of capital stock reserved for or subject to issuance, except that as of the date of this Agreement, there are an aggregate of (i) 28,648,469 shares of Class A Common Stock reserved for issuance pursuant to the 2002 Stock Incentive Plan, the 2000 Stock Incentive Plan, and the 1996 Stock Option Plan (collectively the "Company Stock Plans"), of which Company Options to purchase 12,540,004 shares of Class A Common Stock are currently outstanding, (ii) 1,000,000 Company Shares reserved for issuance pursuant to the 2002 Employee Stock Purchase Plan, (iii) 15,530,960 shares of Class A Common Stock subject to issuance upon conversion of the Company's 1.50% Senior Convertible Debentures due 2025 and (iv) 15,508,044 shares of Class A Common Stock subject to the issuance upon conversion of the Series F Preferred. Section 5.1(b) of the Company Disclosure Letter contains a correct and complete list, as of the date of this Agreement, of (x) the number of outstanding Company Options, the exercise prices of all Company Options and the number of shares of Class A Common Stock issuable at each such exercise price and (y) the number of outstanding rights, including those issued under the Company Stock Plans, to receive, or rights the value of which is determined by reference to, Company Shares, the date of grant and number of Company Shares subject thereto (including restricted stock and restricted stock units) (each, a "Common Stock Unit"). All outstanding grants of Company Options and Common Stock Units were made under the Company Stock Plans. Each of the outstanding shares of capital stock or other securities of each of the Company's Subsidiaries has been duly authorized and validly issued and is fully paid and nonassessable and owned by the Company or by a direct or indirect wholly owned Subsidiary of the Company, free and clear of any lien, charge, pledge, security interest, claim or other encumbrance (each, a "Lien"). Except as set forth in this Section 5.1(b), there are no preemptive or other outstanding rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements, calls, commitments or rights of any kind that obligate the Company or any of its Subsidiaries to issue or sell any shares

of capital stock or other securities of the Company or any of its Subsidiaries or any securities or obligations convertible or exchangeable into or exercisable for, or giving any Person a right to subscribe for or acquire, any securities of the Company or any of its Subsidiaries, and no securities or obligations evidencing such rights are authorized, issued or outstanding. Except for the Company's 1.50% Senior Convertible Debentures due 2025, the Company does not have outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the stockholders of the Company on any matter. Section 5.1(b) of the Company Disclosure Letter contains a true and complete list of each Person in which the Company owns, directly or indirectly, any voting interest that may require a filing by Parent or any Subsidiary of Parent under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"). To the knowledge of the Company's executive officers, as of the date of this Agreement, no Person or group beneficially owns 5% or more of the Company's voting securities, with the terms "group" and "beneficially owns" having the meanings ascribed to them under Rule 13d-3 and Rule 13d-5 under the Exchange Act.

(c) Corporate Authority; Adoption and Fairness. (i) The Company has all requisite corporate power and authority, has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the Merger, subject only to approval and adoption of this Agreement by the holders of a majority of the votes outstanding with respect to the outstanding Company Shares (the "Company Requisite Vote"). This Agreement has been duly executed and delivered by the Company and is (assuming the due authorization, execution and delivery by Parent and Merger Sub) a valid and binding agreement of the Company enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles (the "Bankruptcy and Equity Exception"). The Board of Directors of the Company (A) has unanimously approved and declared advisable this Agreement and the Merger and the other transactions contemplated hereby and resolved to recommend the approval and adoption of this Agreement by the holders of Company Shares, (B) has received the opinion of its financial advisor Morgan Stanley & Co. Incorporated, dated as of the date of this Agreement, to the effect that the Merger Consideration to be received by the holders of Company Shares pursuant to this Agreement is fair from a financial point of view to such holders and (C) directed that this Agreement be submitted to the holders of Company Shares for its approval and adoption.

(ii) The Special Committee has (A) determined that the Merger upon the terms and subject to the conditions set forth in this Agreement and the other transactions contemplated by this Agreement are advisable and are in the best interest of the Company's stockholders, (B) has received the opinion of Houlihan Lokey Howard & Zukin Financial Advisors, Inc., dated as of the date of this Agreement, to the effect that the Merger Consideration to be received by the holders of shares of Class A Common Stock (other than Dobson CC Limited Partnership and its affiliates) is fair to such holders from a financial point of view, and (C) has recommended that the Board of Directors of the Company approve this Agreement and declare advisable the Merger upon the terms and subject to the conditions set forth in this Agreement.

(d) Governmental Filings; No Violations. (i) Other than the necessary notices, reports, filings, consents, registrations, approvals, permits or authorizations (A) pursuant to Section 1.3, (B) required under the HSR Act and the Exchange Act, (C) to comply with state securities or "blue-sky" laws and (D) with or to the Federal Communications Commission (the "FCC") pursuant to the Communications Act of 1934, as amended (the "Communications Act"), no filings, notices and/or reports are required to be made by the Company with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by the Company from, any domestic or foreign governmental or regulatory authority, court, agency, commission, body or other legislative, executive or judicial governmental entity (each, a "Governmental Entity"), in connection with the execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the Merger and the other transactions contemplated hereby, except those that the failure to make or obtain would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(ii) The execution, delivery and performance of this Agreement by the Company do not, and the consummation by the Company of the Merger and the other transactions contemplated hereby will not, constitute or result in (A) a breach or violation of, or a termination (or right of termination) or a default under, its certificate of incorporation or by-laws or the comparable governing instruments of any of its Subsidiaries, (B) a breach or violation of, or a default or termination (or right of termination) under, the acceleration of any obligations or the creation of a Lien on the Company's assets or the assets of any of its Subsidiaries (with or without notice, lapse of time or both) pursuant to, any agreement, lease, license granted by a Person other than a Governmental Entity, contract, note, mortgage, indenture, agreement, arrangement or other obligation ("Contracts") binding upon the Company or any of its Subsidiaries or any of their respective assets or, assuming the filings, notices and/or approvals referred to in Section 5.1(d)(i) are made or obtained, any Law or governmental or non-governmental permit or license to which the Company or any of its Subsidiaries is subject or (C) any change in the rights or obligations of any party under any of its Contracts, except, in the case of clause (B) or (C) above, for any breach, violation, termination, default, acceleration, creation or change that would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. The Company Disclosure Letter sets forth a correct and complete list of Contracts of the Company and its Subsidiaries pursuant to which consents or waivers are or may be required prior to consummation of the transactions contemplated by this Agreement other than those where the failure to obtain such consents or waivers would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(e) Reports; Financial Statements. (i) The Company has made available to Parent prior to the date of this Agreement each registration statement, report, proxy statement or information statement prepared by it since December 31, 2006 and filed with or furnished to the Securities and Exchange Commission (the "SEC") prior to the date of this Agreement, including (x) its Annual Reports on Form 10-K for the year ended December 31, 2006 (the "Audit Date"), and (y) its Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2007, each in the form (including exhibits, annexes and any amendments thereto) filed with or furnished to the SEC. The Company has filed and furnished all forms, statements, reports and documents

required to be filed or furnished by it with or to the SEC pursuant to applicable securities statutes, regulations, policies and rules since December 31, 2004 (collectively, such forms, statements, reports and documents filed with or furnished to the SEC since December 31, 2004, or those filed with or furnished to the SEC subsequent to the date of this Agreement, and as amended, the "Company Reports"). The Company Reports were, or if not yet filed or furnished at the time filed or furnished will have been, prepared in all material respects in accordance with the applicable requirements of the Securities Act of 1933, as amended (the "Securities Act"), the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the rules and regulations thereunder applicable to the Company Reports. Each of the Company Reports, at the time of its filing or being furnished, complied, or if not yet filed or furnished, will comply, in all material respects, with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes–Oxley Act of 2002 ("Sarbanes–Oxley") and any rules and regulations promulgated thereunder applicable to the Company Reports. As of their respective dates (and, if amended, as of the date of such amendment), the Company Reports did not, and any of the Company Reports filed with or furnished to the SEC subsequent to the date of this Agreement will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading.

(ii) The Company maintains disclosure controls and procedures required by Rule 13a–15 or 15d–15 under the Exchange Act. Such disclosure controls and procedures are effective to ensure that information required to be disclosed by the Company is recorded and reported on a timely basis to the individuals responsible for the preparation of the Company's filings with the SEC and other public disclosure documents. The Company maintains internal control over financial reporting (as defined in Rule 13a–15 or 15d–15, as applicable, under the Exchange Act). Such internal control over financial reporting is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes policies and procedures that (A) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company, (B) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company, and (C) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on its financial statements. The Company has disclosed, based on the most recent evaluation of its chief executive officer and its chief financial officer prior to the date of this Agreement, to the Company's auditors and the audit committee of the Company's Board of Directors (x) any significant deficiencies in the design or operation of its internal controls over financial reporting that are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information and has identified for the Company's auditors and audit committee of the Company's Board of Directors any material weaknesses in internal control over financial reporting and (y) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial

reporting. The Company has made available to Parent (I) a summary of any such disclosure made by management to the Company's auditors and audit committee since December 31, 2005 and (II) any material communication since December 31, 2005 made by management or the Company's auditors to the audit committee required or contemplated by listing standards of the NASDAQ Stock Market, Inc. (the "NASDAQ"), the audit committee's charter or professional standards of the Public Company Accounting Oversight Board. Since December 31, 2005 and prior to the date of this Agreement, no material complaints from any source regarding accounting, internal accounting controls or auditing matters, and no concerns from Company Employees regarding questionable accounting or auditing matters, have been received by the Company. The Company has made available to Parent prior to the date of this Agreement a summary of all material complaints or concerns relating to other matters made since December 31, 2005 and through the execution of this Agreement through the Company's whistleblower hot-line or equivalent system for receipt of employee concerns regarding possible violations of Law. No attorney representing the Company or any of its Subsidiaries, whether or not employed by the Company or any of its Subsidiaries, has reported evidence of a violation of securities laws, breach of fiduciary duty or similar violation by the Company or any of its officers, directors, employees or agents to the Company's chief legal officer, audit committee (or other committee designated for the purpose) of the Board of Directors or the Board of Directors pursuant to the rules adopted pursuant to Section 307 of Sarbanes-Oxley or any Company policy contemplating such reporting, including in instances not required by those rules.

(iii) Each of the consolidated balance sheets included in or incorporated by reference into the Company Reports (including the related notes and schedules) fairly presents in all material respects the consolidated financial position of the Company and its Subsidiaries, as of its date, and each of the consolidated statements of operations, cash flows and of changes in stockholders' equity included in or incorporated by reference into the Company Reports (including any related notes and schedules) fairly presents in all material respects the results of operations, retained earnings and changes in financial position, as the case may be, of the Company and its Subsidiaries for the periods set forth therein (subject, in the case of unaudited statements, to notes and normal year-end audit adjustments that will not be material in amount or effect), in each case in accordance with U.S. generally accepted accounting principles ("GAAP") consistently applied during the periods involved, except as may be noted therein.

(f) Absence of Certain Changes. Since the Audit Date and through the date of this Agreement, (i) there has not been any event, occurrence, discovery or development which has had or would, individually or in the aggregate, reasonably be expected to result in a Company Material Adverse Effect, (ii) the Company and its Subsidiaries have conducted their respective businesses only in, and have not engaged in any material transaction other than in accordance with, the ordinary and usual course of such businesses consistent with past practices, (iii) the Company and its Subsidiaries have not declared, set aside or paid any dividend or distribution payable in cash, stock or property in respect of any capital stock other than dividends on the shares of Series F Preferred in accordance with the terms of the certificate of designation of the Series F Preferred, (iv) the Company and its Subsidiaries have not incurred any material indebtedness for borrowed money or guaranteed such indebtedness of another Person, or issued

or sold any debt securities or warrants or other rights to acquire any debt security of the Company or any of its Subsidiaries, (v) the Company and its Subsidiaries have not transferred, leased, licensed, sold, mortgaged, pledged, placed a Lien upon or otherwise disposed of any of the Company's or its Subsidiaries' material property or material assets (including capital stock of any of the Company's Subsidiaries) outside of the ordinary course of business, (vi) the Company and its Subsidiaries have not acquired any business, whether by merger, consolidation, purchase of property or assets or otherwise, (vii) there has not been (A) any increase in the compensation payable or to become payable to the Company's and its Subsidiaries' officers or (B) any establishment, adoption, entry into or amendment of any collective bargaining, bonus, profit sharing, thrift, compensation, employment, termination, severance or other plan, agreement, trust, fund, policy or arrangement for the benefit of any director, officer or employee, except to the extent required by Law, and (viii) the Company and its Subsidiaries have not made any material change with respect to accounting policies or procedures, except as required by changes in GAAP or by Law. Since the Audit Date, there has not been any damage, destruction or other casualty loss with respect to any asset or property owned, leased or otherwise used by the Company or its Subsidiaries whether or not covered by insurance, other than any damage, destruction or loss or damage which would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(g) Litigation and Liabilities. There are no (i) civil, criminal or administrative actions, suits, claims, hearings, investigations or proceedings pending or, to the knowledge of the Company's executive officers, threatened against the Company or any of its Subsidiaries, except for those that would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect or (ii) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances, in either such case, of which the Company's executive officers have knowledge that would reasonably be expected to result in any claims against or obligations or liabilities of the Company or any of its Subsidiaries, except for (A) those that would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, (B) those that are reflected on the most recent consolidated balance sheet of the Company (or readily apparent in the notes thereto) filed or incorporated by reference in the Company Reports prior to the date of this Agreement, and (C) payment or performance obligations required to be made or performed in accordance with the terms of Contracts to which the Company or any of its Subsidiaries is a party and, with respect to performance obligations, to the extent required by applicable Law.

(h) Employee Benefits. (i) All benefit and compensation plans, contracts, policies or arrangement maintained, sponsored or contributed to by the Company or any of its Subsidiaries covering current or former employees of the Company and its Subsidiaries ("Company Employees") and current or former directors of the Company, including "employee benefit plans" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and incentive and bonus, deferred compensation, stock purchase, restricted stock, stock option, stock appreciation rights or stock based plans (the "Company Compensation and Benefit Plans"), are listed in Section 5.1(h)(i) of the Company Disclosure Letter. Each such of the Company Compensation and Benefit Plan which has received a favorable opinion letter from the Internal Revenue Service National Office, including any master or prototype plan, has been separately identified. True and complete copies of all Company Compensation and Benefit Plans, including any trust instruments or insurance contracts, and with

respect to any employee stock ownership plan, loan agreements forming a part of any of the Company Compensation and Benefit Plans, and all amendments thereto, have been made available to the Parent.

(ii) All of the Company Compensation and Benefit Plans are in substantial compliance with ERISA, the Code and other applicable Laws, except for such failures as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. Each Company Compensation and Benefit Plan which is subject to ERISA (an "ERISA Plan") that is an "employee pension benefit plan" within the meaning of Section 3(2) of ERISA (a "Pension Plan") intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service (the "IRS") covering all Tax Law changes prior to the Economic Growth and Tax Relief Reconciliation Act of 2001 or has applied to the IRS for such favorable determination letter within the applicable remedial amendment period under Section 401(b) of the Code, and the Company's executive officers are not aware of any circumstances that could reasonably be expected to result in the loss of the qualification of such plan under Section 401(a) of the Code. Neither the Company nor any of its Subsidiaries has engaged in a transaction with respect to any ERISA Plan that would subject the Company or any of its Subsidiaries to a Tax or penalty imposed by either Section 4975 of the Code or Section 502(i) of ERISA except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. Neither the Company nor any of its Subsidiaries has incurred or reasonably expects to incur a Tax or penalty imposed by Section 4980F of the Code or Section 502 of ERISA except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect or any liability under Section 4071 of ERISA.

(iii) Neither the Company, any of its Subsidiaries nor any entity which is considered one employer with the Company under Section 4001 of ERISA or Section 414 of the Code (an "ERISA Affiliate") (x) maintains or contributes to or has within the past six years maintained or contributed to a Pension Plan that is subject to Subtitles C or D of Title IV of ERISA or (y) maintains or has an obligation to contribute to or has within the past six years maintained or had an obligation to contribute to a multiemployer plan within the meaning of Section 3(37) of ERISA. No notices have been required to be sent to participants and beneficiaries or the Pension Benefit Guaranty Corporation under Section 302 or 4011 of ERISA or Section 412 of the Code.

(iv) All contributions required to be made under each Company Compensation and Benefit Plan as of the date of this Agreement have been timely made and all obligations in respect of each Company Compensation and Benefit Plan have been properly accrued and reflected on the most recent consolidated balance sheet filed or incorporated by reference in the Company Reports prior to the date of this Agreement to the extent required by GAAP. Neither any Pension Plans nor any single-employer plan of an ERISA Affiliate has an "accumulated funding deficiency" (whether or not waived) within the meaning of Section 412 of the Code or Section 302 of ERISA and no ERISA Affiliate has an outstanding funding waiver. Neither any Pension Plan nor any single-employer plan of an ERISA Affiliate has been required to file information

pursuant to Section 4010 of ERISA for the current or most recently completed plan year. The Company's executive officers do not reasonably expect that required minimum contributions to any Pension Plan under Section 412 of the Code will be materially increased by application of Section 412(l) of the Code. Neither the Company nor any of its Subsidiaries has provided, or is required to provide, security to any Pension Plan or to any single-employer plan of any ERISA Affiliate pursuant to Section 401(a)(29) of the Code.

(v) There is no material pending or, to the knowledge of the Company's executive officers threatened, litigation relating to the Company Compensation and Benefit Plans. Neither the Company nor its Subsidiaries have any obligations for retiree health and life benefits under any ERISA Plan or collective bargaining agreement. The Company or its Subsidiaries may amend or terminate any such plan at any time without incurring any liability thereunder other than in respect of claims incurred prior to such amendment or termination.

(vi) There has been no amendment to, announcement by the Company or any of its Subsidiaries relating to, or change in employee participation or coverage under, any Company Compensation and Benefit Plan that would increase materially the expense of maintaining such plan above the level of the expense incurred therefor for the most recent fiscal year. Neither the execution of this Agreement, stockholder adoption of this Agreement, receipt of approval or clearance from any one or more Governmental Entities of the Merger or the other transactions contemplated by this Agreement, or the consummation of the Merger and the other transactions contemplated by this Agreement will (A) entitle any employees of the Company or its Subsidiaries to severance pay or any increase in severance pay upon any termination of employment after the date of this Agreement; (B) accelerate the time of payment or vesting or result in any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable or result in any other material obligation pursuant to, any of the Company Compensation and Benefit Plans; (C) limit or restrict the right of the Company, or, after the consummation of the transactions contemplated by this Agreement, Parent, to merge, amend or terminate any of the Company Compensation and Benefit Plans, or (D) result in payments under any of the Company Compensation and Benefit Plans which would not be deductible under Section 162(m).

(vii) All Company Compensation and Benefit Plans that are "nonqualified deferred compensation plans" (within the meaning of Section 409A of the Code) have been operated in good faith compliance with the requirements of Section 409A of the Code and any regulations or other guidance issued thereunder.

(viii) Each Company Option (A) was granted in compliance with all applicable Laws and all of the terms and conditions of the Stock Plans pursuant to which it was issued, (B) has an exercise price per Company Share equal to or greater than the fair market value of a Company Share at the close of business on the date of such grant, (C) has a grant date identical to the date on which the Company's Board of Directors or compensation committee actually awarded such Company Option, and (D) qualifies for

the tax and accounting treatment afforded to such Company Option in the Company's tax returns and the Company's financial statements, respectively.

(i) Compliance with Laws. (i) Since January 1, 2004, the businesses of each of the Company and its Subsidiaries have not been conducted in violation of any applicable federal, state, local or foreign law, rule, statute, ordinance, regulation, judgment, order, decree, injunction, arbitration award, license, authorization, opinion, agency requirement or permit of any Governmental Entity or common law (collectively, "Laws") pertaining to and binding upon the Company and its Subsidiaries, except for violations that would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. To the knowledge of the Company's executive officers, no investigation or review by any Governmental Entity with respect to the Company or any of its Subsidiaries is pending or threatened, nor has any Governmental Entity indicated an intention to conduct the same, except for those the outcome of which would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. To the knowledge of the Company's executive officers, no change is required in the Company's or any of its Subsidiaries' processes, properties or procedures in connection with any such Laws, and the Company has not received any written notice or communication from any Governmental Entity of any noncompliance with any such Laws that has not been cured as of the date of this Agreement, except for such changes and noncompliance that would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. Each of the Company and its Subsidiaries has obtained and is in substantial compliance with all permits, licenses, certifications, approvals, registrations, consents, authorizations, franchises, concessions, variances, exemptions and orders issued or granted by a Governmental Entity (collectively, "Licenses"), required to be issued to or held by the Company and its Subsidiaries in order to allow them to conduct their respective businesses as currently conducted and all such Licenses are in full force and effect, except where the failure to possess any such License or the failure of any such License to be in full force and effect or failure to be in compliance with any such License, would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. The representations and warranties set forth in this Section 5.1(i)(i) do not address, and shall not be deemed to address, any employee benefits, environmental or Tax matters, including compliance with ERISA, Environmental Laws or Tax Laws.

(ii) Section 5.1(i)(ii) of the Company Disclosure Letter sets forth a true and complete list, as of the date of this Agreement, of (A) all Licenses issued or granted to the Company or any of its Subsidiaries by the FCC ("FCC Licenses"), and all Licenses issued or granted to the Company or any of its Subsidiaries by public utility commissions regulating telecommunications businesses ("State Licenses" and collectively with the FCC Licenses, the "Communications Licenses"); (B) all pending applications for Licenses that would be Licenses if issued or granted; and (C) all pending applications by the Company or any of its Subsidiaries for modification, extension or renewal of any License. Each of the Company and its Subsidiaries is in compliance with its obligations under each of the FCC Licenses and the rules and regulations of the FCC, and with its obligations under each of the State Licenses, except for such failures to be in compliance with Communications Licenses as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. To the knowledge of the Company's executive officers, there is not pending or threatened before the FCC, the

Federal Aviation Administration (the "FAA") or any other Governmental Entity any proceeding, notice of violation, order of forfeiture or complaint or investigation against the Company or any of its Subsidiaries relating to any of the Licenses of the Company or its Subsidiaries (the "Company Licenses"), in each case, except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. The FCC actions granting all FCC Licenses, together with all underlying construction permits, have not been reversed, stayed, enjoined, annulled or suspended, and there is not pending or, to the knowledge of the Company's executive officers, threatened any application, petition, objection or other pleading with the FCC, the FAA or any other Governmental Entity which challenges or questions the validity of or any rights of the holder under any such License, in each case, except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(iii) All of the currently operating cell sites and microwave paths of the Company and its Subsidiaries in respect of which a filing with the FCC was required have been constructed and are currently operated in all respects as represented to the FCC in currently effective filings, and modifications to such cell sites and microwave paths have been preceded by the submission to the FCC of all required filings, in each case, except for such failures as would not, individually or in the aggregate, reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(iv) All transmission towers owned or leased by the Company and its Subsidiaries are obstruction–marked and lighted by the Company or its Subsidiaries to the extent required by, and in accordance with, the rules and regulations of the FAA (the "FAA Rules"), except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. Appropriate notification to the FAA has been made for each transmission tower owned or leased by the Company and its Subsidiaries to the extent required to be made by the Company or any of its Subsidiaries by, and in accordance with, the FAA Rules, in each case, except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect.

(v) The Company does not hold any License to provide local exchange services or interexchange services.

(j) Certain Contracts. (i) Section 5.1(j) of the Company Disclosure Letter sets forth a list, as of the date of this Agreement, of each Contract to which either the Company or any of its Subsidiaries is a party or bound which:

(A) provides that any of them will not compete with any other Person;

(B) purports to limit in any material respect either the type of business in which the Company or its Subsidiaries (or, after the Effective Time, Parent or its Subsidiaries) may engage or the manner or locations in which any of them may so engage in any business;

(C) requires the purchase or disposition of any assets (including wireless spectrum) or line of business of the Company or its Subsidiaries or, after the Effective Time, Parent or its Subsidiaries with a value of $5 million or more;

(D) requires them to deal exclusively with any Person or group of related Persons;

(E) provides for a material indemnification obligation by the Company or any of its Subsidiaries under any Contract entered into outside of the ordinary course of business;

(F) is an interconnection or similar agreement in connection with which the Company's or a Subsidiary of the Company's equipment, networks and services are connected to those of another service provider in order to allow their respective customers access to each other's services and networks;

(G) is an agency, dealer, reseller or other similar Contract (except for those that are terminable, without penalty on 30 days or less notice);

(H) contains any commitment to (w) provide wireless services coverage in a particular geographic area, (x) build out tower sites in a particular geographic area, or requires (y) payment for a specified number of minutes or (z) the acquisition of video content to be placed on or accessed over a mobile wireless device or otherwise;

(I) provides for the lease of real or personal property providing for annual payments of $500,000 or more or aggregate payments of $1 million or more;

(J) provides, individually or together with related Contracts, for the purchase of materials, supplies, goods, services, equipment or other assets (other than any Contract that is terminable without any payment or penalty on not more than 90 days notice by the Company or its Subsidiaries) that provides for or is reasonably likely to require either (x) annual payments by the Company and its Subsidiaries of $1 million or more or (y) aggregate payments by the Company and its Subsidiaries of $5 million or more;

(K) (other than among direct or indirect wholly owned Subsidiaries of the Company) relates to indebtedness for borrowed money or the deferred purchase price of property (in either case, whether incurred, assumed, guaranteed or secured by any asset) each in excess of $10 million;

(L) is required to be filed as an exhibit to the Company's Annual Report on Form 10-K pursuant to Item 601(b)(10) of Regulation S-K under the Securities Act;

(M) contains a put, call or similar right pursuant to which the Company or any of its Subsidiaries could be required to purchase or sell, as applicable,

(i) any wireless spectrum or (ii) any equity interests of any Person or other assets that have a fair market value or purchase price of at least $1 million;

(N) any roaming agreement that cannot be terminated on 30 days or less notice; and

(O) any partnership, joint venture or other similar agreement or arrangement relating to any partnership or joint venture in which the Company or any of its Subsidiaries own a 10% or greater voting or economic interest, other than any such interests that have a financial statement carrying and fair market value of less than $10 million and the Company and its Subsidiaries have no future funding obligation (the Contracts described in (A) through (O) above, together with all exhibits and schedules to such Contracts being the "Material Contracts").

(ii) A true and complete copy of each Material Contract has been made available to Parent prior to the date of this Agreement. Each Material Contract is a valid and binding agreement of the Company or one of its Subsidiaries, as the case may be, and is in full force and effect, and neither the Company nor any of its Subsidiaries nor, to the knowledge of the Company's executive officers, any other party thereto is in default or breach in any respect under the terms of any such Contract, except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(k) Takeover Statutes. No "fair price", "moratorium", "control share acquisition" or other similar anti-takeover statute or regulation (each, a "Takeover Statute") as in effect on the date of this Agreement is applicable to the Company, Company Shares, the Merger or the other transactions contemplated by this Agreement.

(l) Environmental Matters. Except for such matters that would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect: (i) since January 1, 2004, each of the Company and its Subsidiaries has been in compliance in all material respects with all applicable Environmental Laws; (ii) no portion of any property currently or formerly owned, leased or occupied by the Company or any Subsidiary is materially Contaminated; (iii) neither the Company nor any of its Subsidiaries has received a written notice from any Governmental Entity or third party that it has been named or may be named as a responsible or potentially responsible party, relating to any unresolved suit, claim, action, proceeding or investigation under any Environmental Law for any site Contaminated by Hazardous Substances and, to the knowledge of the executive officers of the Company, there are no circumstances or conditions that would reasonably be expected to result in such notice; (iv) since January 1, 2004, neither the Company nor any of its Subsidiaries has incurred or is expected to incur any liability for any Hazardous Substance disposal or contamination on any third party property; (v) neither the Company nor any of its Subsidiaries has received any written notice, demand, letter, claim or request for information alleging that the Company or any of its Subsidiaries may be in violation of or liable under any Environmental Law (including any claims relating to electromagnetic fields or microwave transmissions); (vi) neither the Company nor any of its Subsidiaries is subject to any orders, decrees or injunctions issued by any Governmental

Entity or is subject to any contractual indemnity obligation or other agreement with any third party relating to liability under any Environmental Law or relating to Hazardous Substances; and (vii) there are no other circumstances or conditions involving the Company or any of its Subsidiaries that could reasonably be expected to result in any material claims, liability, investigations, costs or restrictions on the ownership, use, or transfer of any of its properties pursuant to any Environmental Law.

As used herein, the term "Contamination" means the presence of Hazardous Substances in, on or under any environmental media at levels that would reasonably be expected to require investigation or remediation pursuant to any Environmental Law or result in an enforcement action or clean up order by a Governmental Entity.

As used herein, the term "Environmental Law" means any Law relating to: (A) the protection, investigation or restoration of the environment, health, safety or natural resources, (B) the handling, use, presence, disposal, release or threatened release of any Hazardous Substance or (C) noise, odor, wetlands, pollution, contamination or any injury or threat of injury to persons or property in connection with any Hazardous Substance.

As used herein, the term "Hazardous Substance" means any substance that is listed, classified or regulated pursuant to any Environmental Law, including any petroleum product or by-product, asbestos-containing material, lead-containing paint or plumbing, polychlorinated biphenyls, radioactive materials or radon.

(m) Taxes. The Company and each of its Subsidiaries (i) have prepared in good faith and duly and timely filed (taking into account any extension of time within which to file) all material Tax Returns required to be filed by any of them and all such filed Tax Returns are complete and accurate in all material respects; (ii) have paid all material Taxes that are required to be paid or that the Company or any of its Subsidiaries are obligated to withhold from amounts owing to any employee, creditor or third party; and (iii) have not waived any statute of limitations with respect to material Taxes or agreed to any extension of time with respect to a material Tax assessment or deficiency. As of the date of this Agreement, there are no pending or, to the knowledge of the Company's executive officers, threatened audits, examinations, investigations or other proceedings in respect of material Taxes or material Tax matters. There are not, to the knowledge of the Company's executive officers, any unresolved questions or claims concerning the Company's or any of its Subsidiaries' Tax liability that would, individually or in the aggregate, reasonably be expected to result in a Company Material Adverse Effect. The Company has made available to Parent true and correct copies of the United States federal income Tax Returns filed by the Company and its Subsidiaries for each of the fiscal years ended December 31, 2005, 2004 and 2003. Neither the Company nor any of its Subsidiaries has any liability with respect to income, franchise or similar Taxes that accrued on or before December 31, 2003 in excess of the amounts accrued with respect thereto that are reflected in the financial statements included in the Company Reports filed prior to the date of this Agreement. None of the Company or its Subsidiaries has been a party to any distribution occurring during the last 30 months in which the parties to such distribution treated the distribution as one to which Section 355 of the Code (or any similar provision of state, local or foreign law) applied. No payments to be made to any of the officers and employees of the Company or its Subsidiaries

will as a result of consummation of the Merger be subject to the deduction limitations under Section 280G of the Code.

Neither the Company nor any of its Subsidiaries has engaged in any transaction that is the same as, or substantially similar to, a transaction which is a "reportable transaction" for purposes of Treasury Regulations Section 1.6011-4(b) (including any transaction which the IRS has determined to be a "listed transaction" for purposes of 1.6011-4(b)(2)), or would be reportable to a similar extent under any other provision of state, local or foreign Tax Law. Neither the Company nor any of its Subsidiaries has been included in any "consolidated," "unitary" or "combined" Tax Return (other than Tax Returns which include only the Company and any of its Subsidiaries) provided for under the laws of the United States, any foreign jurisdiction or any state or locality for any taxable period for which the statute of limitations has not expired. Neither the Company nor any of its Subsidiaries is the subject of or bound by any private letter ruling, technical advice memorandum, closing agreement or similar ruling, memorandum or agreement with any taxing authority.

As used in this Agreement, (A) the term "Tax" (including, with correlative meaning, the terms "Taxes", and "Taxable") includes all federal, state, local and foreign income, profits, franchise, gross receipts, environmental, customs duty, capital stock, severance, stamp, payroll, sales, employment, unemployment, disability, use, property, withholding, excise, production, value added, occupancy and other taxes, duties or assessments of any nature whatsoever, together with all interest, penalties and additions imposed with respect to such amounts and any interest in respect of such penalties and additions, and (B) the term "Tax Return" includes all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns) required to be supplied to a Tax authority relating to Taxes.

(n) Labor Matters. Neither the Company nor any of its Subsidiaries is a party to or otherwise bound by a collective bargaining agreement or other similar Contract with a labor union or labor organization, nor is the Company or any of its Subsidiaries the subject of any proceeding asserting that the Company or any of its Subsidiaries has committed an unfair labor practice or is seeking to compel the Company to bargain with any labor union or labor organization nor is there pending or, to the knowledge of the Company's executive officers, threatened in writing, nor has there been for the past five years, any labor strike, dispute, walkout, work stoppage, slow-down or lockout involving the Company or any of its Subsidiaries, except in each case as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. To the knowledge of the Company's executive officers, there are no organizational efforts with respect to the formation of a collective bargaining unit being made or threatened involving employees of the Company or any of its Subsidiaries, except for those the formation of which would not, individually or in the aggregate, reasonably be expected to result in a Company Material Adverse Effect.

(o) Intellectual Property. Each of the Company and its Subsidiaries owns or possesses, or can acquire on reasonable terms, all Intellectual Property and Information Technology necessary to carry on its business as operated by it on the date of this Agreement. Neither the Company nor any of its Subsidiaries has received any notice of infringement of or conflict with asserted rights of others with respect to any Intellectual Property which would,

individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

As used herein,

(i) "Computer Software" means all computer software and databases (including source code, object code and all related documentation).

(ii) "Information Technology" means ownership license rights for use of the computers, Computer Software, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines, and all other information technology equipment and elements, and associated documentation, in each case, which are necessary for the operation of the business of the Company or any of its Subsidiaries as conducted as of the date of this Agreement.

(iii) "Intellectual Property" means, collectively, all United States and foreign (A) trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, Internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby, including all renewals of same; (B) inventions and discoveries, whether patentable or not, and all issued patents, invention disclosures and applications therefor, including provisionals, divisionals, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues; (C) trade secrets and confidential information and know-how, including processes, schematics, business methods, formulae, drawings, prototypes, models, designs, customer lists and supplier lists; and (D) published and unpublished works of authorship, whether copyrightable or not (including databases and other compilations of information), copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof.

(p) Affiliate Transactions. There are no material transactions, arrangements or Contracts between the Company and its Subsidiaries, on the one hand, and its affiliates (other than its wholly owned Subsidiaries), on the other hand.

(q) Insurance. The Company has made available to Parent prior to the date of this Agreement true, correct and complete copies of the Company's director and officer and error and omissions insurance policies (the "D&O Policies") and all other material policies of insurance to which the Company or any of its Subsidiaries is a beneficiary or named insured. The Company and its Subsidiaries maintain insurance coverage with reputable insurers in such amounts and covering such risks as are in accordance with normal industry practice for companies engaged in businesses similar to that of the Company or its Subsidiaries (taking into account the cost and availability of such insurance).

(r) Brokers and Finders. Neither the Company nor any of the Company's officers, directors or employees has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders fees in connection with the Merger or the other

transactions contemplated in this Agreement, except that the Company has employed Morgan Stanley & Co. Incorporated as the Company's financial advisor and the Special Committee has employed Houlihan Lokey Howard & Zukin Capital Inc. as its financial advisor, in each case the arrangements with which have been disclosed to Parent prior to the date of this Agreement.

(s) No Other Representations or Warranties. Except for the representations and warranties of the Company contained in this Section 5.1, the Company is not making and has not made, and no other Person is making or has made on behalf of the Company or any of its Subsidiaries, any express or implied representation or warranty in connection with this Agreement or the transactions contemplated hereby, and no Person is authorized to make such representation or warranty on behalf of the Company or any of its Subsidiaries.

5.2. Representations and Warranties of Parent and Merger Sub. Subject to Section 9.11(c), except as set forth in the disclosure letter delivered to the Company by Parent at the time of entering into this Agreement (the "Parent Disclosure Letter"), Parent and Merger Sub hereby represent and warrant to the Company that:

(a) Organization, Good Standing and Qualification. Each of Parent and Merger Sub is a legal entity duly organized, validly existing and in good standing under the Laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as currently conducted and is qualified to do business and is in good standing as a foreign legal entity in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except where the failure to be so organized, qualified or in good standing, or to have such power or authority, would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of Parent and Merger Sub to consummate the Merger and the other transactions contemplated by this Agreement.

(b) Corporate Authority and Approval. Parent and Merger Sub each has all requisite corporate or similar power and authority and each has taken all corporate or similar action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the Merger, other than the approval of this Agreement by the sole stockholder of Merger Sub which will be obtained immediately following the execution of this Agreement. This Agreement has been duly executed and delivered by Parent and Merger Sub and is (assuming the due authorization, execution and delivery of the Company) a valid and binding agreement of Parent and Merger Sub, enforceable against each of Parent and Merger Sub in accordance with its terms, subject to the Bankruptcy and Equity Exception. The Board of Directors of Parent has unanimously by all directors in attendance approved this Agreement. The Board of Directors of Merger Sub has, by resolutions duly adopted, approved this Agreement and declared the Merger and the other transactions contemplated hereby advisable, and the sole stockholder of Merger Sub will, promptly following execution of this Agreement, approve and declare advisable this Agreement.

(c) Governmental Filings; No Violations. (i) Other than the necessary notices, reports, filings, consents, registrations, approvals, permits or authorizations (A) pursuant to Section 1.3, (B) required under the HSR Act and the Exchange Act, (C) to comply with state

securities or "blue-sky" laws and (D) with or to the FCC pursuant to the Communications Act, no filings, notices and/or reports are required to be made by Parent or Merger Sub with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by Parent or Merger Sub from, any Governmental Entity in connection with the execution, delivery and performance of this Agreement by Parent and Merger Sub and the consummation by Parent and Merger Sub of the Merger and the other transactions contemplated hereby, except those that the failure to make or obtain would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of Parent and Merger Sub to consummate the Merger and the other transactions contemplated by this Agreement.

(ii) The execution, delivery and performance of this Agreement by Parent and Merger Sub do not, and the consummation by Parent and Merger Sub of the Merger and the other transactions contemplated hereby will not, constitute or result in (A) a breach or violation of, or a termination (or right of termination) or a default under, Parent's or Merger Sub's certificate of incorporation or by-laws, (B) a breach or violation of, or a default or termination (or right of termination) under, the acceleration of any obligations or the creation of a Lien on Parent's assets or the assets of any of its Subsidiaries (with or without notice, lapse of time or both) pursuant to, any Contract binding upon Parent or Merger Sub or, assuming the filings, notices and/or approvals referred to in Section 5.2(c)(i) are made or obtained, any Law or governmental or non-governmental permit or license to which Parent or any of its Subsidiaries is subject or (C) any change in the rights or obligations of any party under any of its Contracts, except, in the case of clause (B) or (C) above, for any breach, violation, termination, default, acceleration, creation or change that would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of Parent and Merger Sub to consummate the Merger and the other transactions contemplated by this Agreement.

(d) Litigation and Liabilities. There are no civil, criminal or administrative actions, suits, claims, hearings, investigations or proceedings pending or, to the knowledge of the Parent's executive officers, threatened against Parent or any of its Subsidiaries, except for those that would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of Parent to consummate the Merger and the other transactions contemplated by this Agreement.

(e) Available Funds. Parent has available to it, and as of the Effective Time will have available to it, all funds necessary for payment of the Merger Consideration.

(f) Capitalization of Merger Sub. The authorized capital stock of Merger Sub consists of 1,000 shares of Common Stock, par value $0.01 per share, all of which are validly issued and outstanding. All of the issued and outstanding capital stock of Merger Sub is, and at the Effective Time will be, owned, directly or indirectly, by Parent, and there are (A) no other shares of capital stock or other voting securities of Merger Sub, (B) no securities of Merger Sub convertible into or exchangeable for shares of capital stock or other voting securities of Merger Sub and (C) no options or other rights to acquire from Merger Sub, and no obligations of Merger Sub to issue, any capital stock, other voting securities or securities convertible into or exchangeable for capital stock or other voting securities of Merger Sub. Merger Sub has not

conducted any business prior to the date of this Agreement and has no, and prior to the Effective Time will have no, assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and the Merger and the other transactions contemplated by this Agreement.

(g) Brokers and Finders. Neither Parent nor any of Parent's officers, directors or employees has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders fees in connection with the Merger or the other transactions contemplated in this Agreement, except that Parent has employed Lehman Brothers Inc. as its financial advisor.

(h) No Ownership of Company Securities. Parent and its Subsidiaries do not own, beneficially or of record, more than 1% of Company Shares. Neither Parent nor Merger Sub, alone or together with any of their Affiliates and Associates (each as defined in the OGCA), has been the owner of 15% or more of Company Shares at any time during the three years preceding the date of this Agreement.

(i) No Other Representations and Warranties. Except for the representations and warranties of Parent and Merger Sub contained in this Section 5.2, Parent and Merger Sub are not making and have not made, and no other Person is making or has made on behalf of Parent or Merger Sub, any express or implied representation or warranty in connection with this Agreement or the transactions contemplated hereby, and no Person is authorized to make any such representation or warranty on behalf of Parent or Merger Sub.

ARTICLE VI
COVENANTS

6.1. Interim Operations.

(a) Except as otherwise expressly contemplated by this Agreement, the Company covenants and agrees as to itself and its Subsidiaries that from and after the date of this Agreement and prior to the Effective Time, the business of the Company and its Subsidiaries shall be conducted in all material respects in the ordinary and usual course and, to the extent consistent therewith, the Company shall and shall cause its Subsidiaries to use reasonable best efforts to preserve its business organization intact in all material respects and to maintain in all material respects the Company's existing relations and goodwill with customers, suppliers, regulators, agents, resellers, creditors, lessors, employees and business associates. In addition, the Company covenants and agrees as to itself and its Subsidiaries that, from and after the date of this Agreement and prior to the Effective Time (unless Parent shall otherwise approve in writing (which approval shall not be unreasonably withheld, delayed or conditioned), and except as otherwise expressly contemplated by this Agreement or disclosed in Section 6.1(a) of the Company Disclosure Letter):

(i) it shall not (A) amend its certificate of incorporation or by-laws or comparable governing instruments; (B) split, combine, subdivide or reclassify its outstanding shares of capital stock; (C) declare, set aside or pay any dividend or distribution payable in cash, stock or property in respect of any capital stock, other than

(I) dividends and distributions by a wholly owned Subsidiary to its parent Person and (II) cash dividends on the Series F Preferred required under the Company's certificate of incorporation; or (D) other than the redemption of Series F Preferred contemplated by Section 6.17, purchase, redeem or otherwise acquire any of its or its Subsidiaries' shares of capital stock or any securities convertible or exchangeable into or exercisable for any such shares of capital stock;

(ii) it shall not merge or consolidate with any other Person, except for any such transactions among wholly owned Subsidiaries of the Company, or adopt a plan of liquidation;

(iii) it shall not (A) establish, adopt, amend in any material respect or terminate any Company Compensation and Benefit Plan or amend the terms of any outstanding equity-based awards, except (I) to comply with applicable Law, including the requirements of Section 409A of the Code, and (II) if the transactions contemplated by this Agreement are not consummated prior to December 31, 2007, subject to prior consultation with Parent, the Company shall be entitled to establish a 2008 cash bonus plan having terms reasonably comparable in all material respects to the terms of the Company's 2007 bonus plan; (B) grant or provide any severance or termination payments or benefits to any director, officer or employee of the Company or any of its Subsidiaries, except to comply with applicable Law or the provisions of the Company Compensation and Benefit Plans as in effect on the date hereof or the provisions of this Agreement; (C) increase the compensation, bonus or pension, welfare, severance or other benefits of, pay any bonus to, or make any new equity awards to any director, officer or employee of the Company or any of its Subsidiaries, except for (I) the payment of bonuses in accordance with Company Compensation and Benefit Plans existing as of the date hereof, (II) the payment of cash bonuses established pursuant to clause (iii)(A)(II) of this Section 6.1(a), (III) increases in base salary in the ordinary course of business consistent with past practice for current, promoted or newly hired employees who are not officers and (IV) increases in base salary related to normal periodic performance reviews, including the annual performance reviews in March 2008 if the Closing has not occurred by that time; (D) take any action to accelerate the vesting or payment, or fund or in any other way secure the payment, of compensation or benefits under any Company Compensation and Benefit Plan, except to the extent already provided in any such Company Compensation and Benefit Plan or provided in this Agreement; (E) change any actuarial or other assumptions used to calculate funding obligations with respect to any Company Compensation and Benefit Plan or to change the manner in which contributions to such plans are made or the basis on which such contributions are determined, except as may be required by GAAP or to comply with applicable Law, including the requirements of Section 409A of the Code; or (F) forgive any loans to directors, officers or employees of the Company or any of its Subsidiaries;

(iv) it shall not incur any indebtedness for borrowed money or guarantee such indebtedness of another Person, or issue or sell any debt securities or warrants or other rights to acquire any debt security of the Company or any of its Subsidiaries, except for (A) indebtedness for borrowed money incurred in the ordinary course of business (including, subject to Section 6.13, in connection with the upcoming

auction of 700 MHz spectrum) consistent with the terms of the Company's existing indebtedness for borrowed money not to exceed $195 million in the aggregate; (B) indebtedness for borrowed money to fund the redemption of Series F Preferred contemplated by Section 6.17 consistent with the terms of the Company's existing indebtedness for borrowed money; (C) indebtedness for borrowed money in replacement of existing indebtedness for borrowed money or permitted to be incurred under this clause (iv) consistent with the terms of the Company's existing indebtedness for borrowed money; (D) guarantees by the Company of indebtedness of its wholly-owned Subsidiaries; and (E) indebtedness for borrowed money used to make the capital expenditures permitted under clause (v) of this Section 6.1(a);

(v) it shall not make or commit to any capital expenditures, other than in the ordinary course of business and in any event (A) with respect to the period through December 31, 2007, not in excess of 103% of the aggregate amount contemplated by the Company's capital expenditure budget for the year 2007, a copy of which capital expenditure budget for the year 2007 is attached to the Company Disclosure Letter, reduced for all amounts spent or committed to prior to the date of this Agreement, provided that the timing of all expenditures under such budget shall be substantially consistent with the timing contemplated in such budget, and (B) with respect to the year 2008, not in excess of $165 million in the aggregate and not more than $50 million in any fiscal quarter;

(vi) it shall not transfer, lease, license, sell, mortgage, pledge, place a Lien upon or otherwise dispose of any of their respective property or assets (including capital stock of any of its Subsidiaries), except for (A) transfers, leases, licenses, sales, or other dispositions of inventory and equipment in the ordinary course of business consistent with past practice (B) leases or licenses of spectrum in the ordinary course of business consistent with past practice, (C) dispositions or sales of their respective properties or assets in the ordinary course of business consistent with past practice with a fair market value not to exceed $15 million individually or $35 million in the aggregate and (D) Liens, mortgages and pledges on properties or assets to secure any indebtedness for borrowed money permitted by clause (iv) of this Section 6.1(a);

(vii) it shall not issue, deliver, sell, or place a Lien upon shares of its capital stock or any securities convertible into, or any rights, warrants or options to acquire, any such shares, except (A) any shares of Class A Common Stock issued pursuant to Company Options and other awards outstanding on the date of this Agreement under the Company Stock Plans; (B) shares of Class A Common Stock issued upon conversion of (x) the Company's 1.50% Senior Convertible Debentures due 2025 or (y) the Series F Preferred; and (C) Liens on the capital stock of its Subsidiaries to secure any indebtedness for borrowed money permitted by clause (iv) of this Section 6.1(a);

(viii) subject to Section 6.13, it shall not acquire any business, whether by merger, consolidation, purchase of property or assets or otherwise;

(ix) it shall not make any change with respect to accounting policies or procedures, except as required by changes in GAAP or by Law;

(x) except as required by Law, it shall not (A) make any material Tax election or take any material position on any material Tax Return filed on or after the date of this Agreement or adopt any material accounting method therefor that is inconsistent with elections made, positions taken or accounting methods used in preparing or filing similar Tax Returns in prior periods or (B) settle or resolve any material Tax controversy;

(xi) it shall not (A) enter into any line of business in any geographic area other than the current lines of business of the Company and its Subsidiaries and products and services reasonably ancillary thereto, including any current line of business and products and services reasonably ancillary thereto in any geographic area for which the Company or any of its Subsidiaries currently holds a FCC License authorizing the conduct of such business, product or service in such geographic area, or (B) except as currently conducted, engage in the conduct of any business in any state which would require the receipt or transfer of a Communications License or any other license issued by any Governmental Entity authorizing operation or provision of any communication services or foreign country that would require the receipt or transfer of, or application for, a Company License to the extent such license would be reasonably expected to prevent or materially delay the consummation of the transactions contemplated herein;

(xii) subject to Section 6.13, it shall not file for any Company License (A) outside of the ordinary course of business or (B) the receipt of which would reasonably be expected to prevent, impair or delay consummation of the Merger;

(xiii) subject to Section 6.13 and other than investments in marketable securities in the ordinary course of business consistent with past practice, it shall not make any loans, advances or capital contributions to or investments in any Person (other than the Company or any direct or indirect wholly owned Subsidiary of the Company);

(xiv) subject to Section 6.13, it shall not enter into (A) any non-competition Contract or other Contract that (I) purports to limit in any material respect either the type of business in which the Company or its Subsidiaries (or, after the Effective Time, Parent or its Subsidiaries) may engage or the manner or locations in which any of them may so engage in any business or (II) could require the disposition of any material assets or line of business of the Company or its Subsidiaries or, after the Effective Time, Parent or its Subsidiaries, (B) any Contract requiring the Company or its Subsidiaries to deal exclusively with a Person or related group of Persons, (C) any other Contract or series of related Contracts with respect to which the Company would be required to file a Current Report on Form 8-K pursuant to Item 1.01 thereof or that is reasonably likely to provide for payments to the Company and its Subsidiaries, or by the Company and its Subsidiaries, in excess of $1 million in any twelve-month period or (D) that would or would be reasonably likely to prevent, delay or impair the Company's ability to consummate the transactions contemplated by this Agreement;

(xv) it shall not settle any litigation or other proceedings before or threatened to be brought before a Governmental Entity for an amount to be paid by the Company or any of its Subsidiaries in excess of $500,000 (exclusive of any amounts paid by or under any insurance policy maintained by the Company or its Subsidiaries) or

which would be reasonably likely to have any adverse impact on the operations of the Company or any of its Subsidiaries as a result of a non–monetary settlement;

(xvi) it shall not change (other than pursuant to software updates, upgrades and patches) any of the material technology used in its respective businesses;

(xvii) it shall not assign, transfer, cancel, fail to renew or fail to extend any FCC License or material State License, except for cancellations or modifications of FCC Licenses for microwave facilities in the ordinary course of business consistent with past practice, or cancellations or modifications of FCC Licenses for microwave facilities in connection with negotiated relocation agreements in accordance with Sections 27.1111, et seq. and Sections 101.69, et seq. of the FCC Rules, provided that such actions would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby;

(xviii) it shall not enter into any collective bargaining agreement; and

(xix) it shall not authorize or enter into any agreement to do any of the foregoing.

(b) Prior to making any written communications to the directors, officers or employees of the Company or any of its Subsidiaries pertaining to compensation or benefit matters that are affected by the transactions contemplated by this Agreement, the Company shall provide Parent with a copy of the intended communication, Parent shall have a reasonable opportunity to review and comment on the communication, and Parent and the Company shall cooperate in providing any such mutually agreeable communication.

6.2. Acquisition Proposals.

(a) No Solicitation or Negotiation. The Company agrees that neither it nor any of its Subsidiaries nor any of its or its Subsidiaries' executive officers or directors shall, and that it shall use its reasonable best efforts to instruct and cause its and its Subsidiaries' non–executive officers, employees, investment bankers, attorneys, accountants and other advisors or representatives (such directors, officers, employees, investment bankers, attorneys, accountants and other advisors or representatives, collectively, "Representatives") not to, directly or indirectly:

(i) initiate, solicit or knowingly facilitate or encourage any inquiries or the making of any proposal or offer that constitutes, or could reasonably be expected to lead to, any Acquisition Proposal; or

(ii) engage in, continue or otherwise participate in any discussions or negotiations regarding, or provide any non–public information or data to any Person relating to, or otherwise knowingly facilitate, any proposal or offer that constitutes, or could reasonably be expected to lead to, any Acquisition Proposal.

Notwithstanding the foregoing, the Company may, on or prior to August 31, 2007, in response to an unsolicited bona fide written Acquisition Proposal that the Board of Directors of the Company

has determined in good faith, after consultation with its outside legal counsel and financial advisor, is or is reasonably likely to result in a Superior Proposal, (A) provide public or non-public information or data in response to a request of the Person who has made such an unsolicited bona fide written Acquisition Proposal, provided that the Company (i) shall have entered into with the Person so requesting such information or data a confidentiality agreement containing terms at least as favorable to the Company in all material respects as the terms contained in the Confidentiality Agreement and (ii) promptly discloses (and, if applicable, provides copies of) any such information to Parent to the extent not previously provided to Parent and (B) engage or participate in any discussions or negotiations with any Person who has made such an unsolicited bona fide written Acquisition Proposal, if and only to the extent that prior to taking any action described in clause (A) or (B) above, the Board of Directors of the Company determines in good faith, after consultation with its outside legal counsel, that the failure to take such action is reasonably likely to be inconsistent with the directors' fiduciary duties under Oklahoma Law.

(b) Definition. For purposes of this Agreement:

"Acquisition Proposal" means (i) any proposal or offer with respect to a merger, joint venture, partnership, consolidation, dissolution, liquidation, tender offer, recapitalization, reorganization, spin-off, extraordinary dividend, share exchange, business combination or similar transaction involving the Company or any of its Subsidiaries (other than any such transaction that is permitted by Sections 6.1(a)(ii) or 6.1(a)(viii)) or (ii) any proposal or offer to acquire in any manner, directly or indirectly, 25% or more of any class of the Company's equity securities or those of any of its Subsidiaries or 25% or more of the consolidated total assets (including equity securities of its Subsidiaries) of the Company, in each case other than the transactions contemplated by this Agreement.

"Superior Proposal" means an unsolicited bona fide written Acquisition Proposal involving all or substantially all of the assets (on a consolidated basis) of the Company and its Subsidiaries or the total voting power of the equity securities of the Company that the Board of Directors of the Company has determined in its good faith judgment, after consultation with its outside legal counsel and financial advisor, is reasonably likely to be consummated in accordance with its terms, and taking into account all legal, financial and regulatory aspects of the proposal and the Person making the proposal, would, if consummated, result in a transaction more favorable to the Company's stockholders from a financial point of view than the transactions contemplated by this Agreement (after taking into account any revisions to the transactions contemplated by this Agreement proposed by Parent in accordance with Section 6.2(f)).

(c) Certain Permitted Disclosure. Nothing contained in this Section 6.2 shall be deemed to prohibit the Company from complying with its disclosure obligations under U.S. federal or state Law.

(d) Existing Discussions. The Company agrees that it will immediately cease and cause to be terminated any existing activities, discussions or negotiations with any Persons conducted heretofore with respect to any Acquisition Proposal. The Company agrees that it will take the necessary steps to promptly inform Persons referred to in the first sentence hereof of the