

(J) Company Contracts that (1) purport to limit in any material respect either the type of business in which the Company or any of its Subsidiaries may engage or the manner or locations in which any of them may so engage in any business or purport to create any material exclusive relationship, (2) could require the disposition of any material assets or line of business of the Company or any of its Subsidiaries as a result of the consummation of the Transaction, (3) grant “most favored nation” status to any third party that paid or received consideration of more than \$50,000,000.00 in any 12-month period or, (4) are requirements contracts that would reasonably be likely to involve consideration of more than \$50,000,000.00 in any 12-month period, (5) are of the type specified in clause (1) (without regard to the materiality qualifier) and purport to bind Purchaser or any of its Affiliates (in addition to the Company and/or its Subsidiaries) after the Closing (other than any Company Contracts between Purchaser or its Affiliates, on the one hand, and the Company and its Subsidiaries, on the other hand), or (6) are of the type specified in clauses (3) and (4) and purport to bind Purchaser or any of its Affiliates (in addition to the Company and/or its Subsidiaries) after the Closing (other than any Company Contracts between Purchaser or its Affiliates, on the one hand, on the one hand, and the Company and its Subsidiaries, on the other hand); and

(K) Company Contracts that would reasonably be likely to involve consideration of more than \$20,000,000.00 in any 12 month period pursuant to which the Company or any of its Subsidiaries licenses Intellectual Property to or from any Person (“Intellectual Property Contracts”).

(ii) Prior to the date hereof, Purchaser has been provided with complete and correct copies of each Material Contract (other than Intellectual Property Contracts that are to be delivered pursuant to Section 4.2(a)(iv)) listed on Schedule 3.2(o) of the Seller Disclosure Letter, including amendments thereof and exhibits, annexes and schedules thereto. To the Knowledge of the Company, as of the date hereof, each Material Contract is in full force and effect and valid, binding and enforceable against the other parties thereto in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws affecting the enforcement of creditors’ rights generally or, as to enforceability, by general equity principles. None of the Company, any of its Subsidiaries or, to the Knowledge of the Company, any other Person is in breach or violation of, or default under, any Material Contract, except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect. To the Knowledge of the Company, no event has occurred that would result in a breach of or default under, require any consent or other action by any Person under, or give rise to any penalty or right of termination, cancellation or acceleration of any right or obligation of the Company or its Subsidiaries to a loss of any benefit to which the Company or any of its Subsidiaries is entitled under (in each case, with or without notice or lapse of time, or both), any Material Contract, except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect.

(p) Sufficiency and Ownership of Assets; Business.

(i) The assets owned by the Company and its Subsidiaries, together with their respective rights that survive following the Closing in other assets, constitute all the assets, properties and rights (A) necessary to conduct the Business as presently conducted by the Company and its Subsidiaries in all material respects; (B) necessary for Purchaser and its Affiliates to continue to operate and conduct the Business as presently conducted or proposed to be conducted by the Company and its Subsidiaries in all material respects; and (C) used to generate the results of the Company and its Subsidiaries set forth in the Financial Statements, other than assets disposed of in the ordinary course of business.

(ii) All of the wireless telecommunications business of Seller and its Affiliates in the United States is operated by the Company and its Subsidiaries and is included in the Business other than businesses owned by Seller and its Affiliates (other than the Company and its Affiliates) that are excluded from the non-competition provisions in the Stockholder's Agreement. Neither the Company nor any of its Subsidiaries operates any of its business or offers any services outside of the United States.

(q) Subscribers. Schedule 3.2(q) of the Seller Disclosure Letter sets forth as of December 31, 2010 (i) the total number of Subscribers and (ii) the total number of Subscribers in each market.

(r) Related-Party Agreements. As of the date hereof, there are no agreements between the Company or any of its Subsidiaries, on the one hand, and Seller and/or any of its Affiliates (other than the Company and its Subsidiaries), on the other hand, that are material to any significant component of the operations of the Business of the Company and its Subsidiaries or are not on arms-length terms taken as a whole, other than as set forth on Schedule 3.2(r) of the Seller Disclosure Letter, and Seller has provided Purchaser with copies of all such agreements.

(s) Prohibited Payments. To the Knowledge of the Company, none of Seller, the Company, any of its Subsidiaries or any of their respective directors, officers, agents, employees or other Persons associated with them or acting on their behalf has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

3.3. Representations and Warranties of Purchaser. Except as set forth in the Purchaser SEC Reports filed with the SEC after December 31, 2010 and prior to the date hereof (excluding, in each case, any disclosures set forth in any risk factor section or in any other section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature) or in the corresponding sections of the disclosure letter delivered to Seller by Purchaser on or prior to entering into this Agreement (the "Purchaser Disclosure Letter") (it being agreed

that disclosure of any item in any part of the Purchaser Disclosure Letter shall be deemed disclosure with respect to any other part to which the relevance of such item is reasonably apparent), Purchaser hereby represents and warrants to Seller, as of the date hereof and as of the Closing, as follows:

(a) Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has all requisite power and authority to own and operate its properties and assets and to carry on its business as presently conducted. Prior to the date hereof, Seller has been provided with complete and correct copies of Purchaser's Organizational Documents, and each as so delivered is in full force and effect.

(b) Capitalization.

(i) The authorized capital stock of Purchaser consists of 14,000,000,000 shares of Purchaser Common Stock, of which 5,918,046,287 shares were issued and outstanding as of the close of business on March 18, 2011, and 10 million shares of preferred stock ("Purchaser Preferred Stock"), of which no shares were issued and outstanding as of the close of business on March 18, 2011. All of the Purchaser Common Stock and Purchaser Preferred Stock (A) have been duly authorized and validly issued, (B) are fully paid and nonassessable, and (C) were issued in compliance with all applicable Laws concerning the issuance of securities. There are no other Equity Interests of Purchaser issued, authorized or outstanding.

(ii) As of the date hereof there are no preemptive or other outstanding rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements or commitments of any character under which Purchaser is or may become obligated to issue or sell, or giving any Person a right to subscribe for or acquire, or in any way dispose of, any Equity Interests of Purchaser, or any securities or obligations exercisable or exchangeable for, or convertible into, any Equity Interests of Purchaser, and no securities or obligations evidencing such rights are authorized, issued or outstanding. Upon issuance, the Purchaser Shares will not be subject to any voting trust agreement or other contract, agreement or arrangement restricting or otherwise relating to the voting, dividend rights or disposition of such Equity Interests other than the Stockholder's Agreement.

(c) Authorization. Purchaser has all requisite power and authority and has taken all action necessary in order to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Transaction. The execution and delivery by Purchaser of this Agreement, the performance of its obligations hereunder and the consummation by Purchaser of the Transaction have been duly authorized by all necessary action of Purchaser. This Agreement has been duly executed and delivered by Purchaser and, assuming the due authorization, execution and delivery of this Agreement by Seller, constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization,

moratorium and similar laws affecting the enforcement of creditors' rights generally or, as to enforceability, by general equitable principles. No authorization by the stockholders of Purchaser is required to consummate the Transaction.

(d) Governmental Filings; No Conflicts.

(i) Other than the reports, filings, registrations, consents, approvals, permits, authorizations and/or notices (A) under the HSR Act or the EC Merger Regulation, (B) with or to the FCC pursuant to the Communications Act, or (C) any applicable public utility Laws and rules, regulations and orders of any PUCs or similar foreign public utility Laws and rules, regulations and orders of any regulatory bodies regulating telecommunications businesses set forth on Schedule 3.3(d) of the Purchaser Disclosure Letter, no notices, reports or other filings are required to be made by Purchaser with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by Purchaser from, any Governmental Entity in connection with the execution and delivery of this Agreement by Purchaser or the performance of its obligations hereunder, except those that the failure to make, effect, or obtain would not, individually or in the aggregate, reasonably be likely to have a Purchaser Material Adverse Effect.

(ii) The execution and delivery of this Agreement by Purchaser, the performance of its obligations hereunder and the consummation of the Transaction will not constitute or result in (A) a breach or violation of, or a default under, the Organizational Documents of Purchaser; (B) a breach or violation of, a termination (or right of termination) or default under, the creation or acceleration of any obligations under, or the creation of an Encumbrance (other than an Encumbrance set forth in clauses (i) through (iv) of the definition of Permitted Encumbrance) on, any of the assets of Purchaser (with or without notice, lapse of time or both) pursuant to any agreement, lease, license, contract, note, mortgage, indenture, arrangement or other obligation binding upon Purchaser, or (C) conflict with, breach or violate any Law applicable to Purchaser or by which its properties are bound or affected, except, in the case of clause B) or (C) above, for any breach, violation, termination, default, creation or acceleration that would not, individually or in the aggregate, reasonably be likely to have a Purchaser Material Adverse Effect.

(e) Purchaser SEC Reports; Financial Statements.

(i) Purchaser has filed or furnished, as applicable, on a timely basis all Purchaser SEC Reports since December 31, 2009. Each of the Purchaser SEC 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 Exchange Act, the Securities Act and the Sarbanes-Oxley Act, and any rules and regulations promulgated thereunder applicable to the Purchaser SEC Reports. As of their respective dates (or, if amended prior to the date hereof, as of the date of such amendment), the Purchaser SEC Reports did not, and any Purchaser SEC Reports filed with or furnished to

the SEC subsequent to the date hereof 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) Each of the audited consolidated statements of income, changes in stockholders' equity and cash flows of Purchaser and its consolidated Subsidiaries included in or incorporated by reference into the Purchaser SEC Reports (including any related notes and schedules) (A) have been prepared in accordance with GAAP applied on a consistent basis during the periods involved; (B) present fairly, in all material respects, the consolidated financial position of Purchaser and its consolidated Subsidiaries as at the dates thereof and the consolidated results of income, changes in stockholders' equity and cash flows of Purchaser and its consolidated Subsidiaries for the periods then ended; and (C) accurately reflect in all material respects the books of account and other financial records of Purchaser and its consolidated Subsidiaries.

(iii) Purchaser does not have any Liabilities except for Liabilities reflected or reserved against on Purchaser's consolidated audited balance sheet as of December 31, 2010 (or the notes thereto) and not heretofore paid or discharged or Liabilities that would not, individually or in the aggregate, reasonably be likely to have a Purchaser Material Adverse Effect.

(f) Absence of Certain Changes. Since December 31, 2010 and prior to the date hereof, Purchaser has conducted its business only in, and has not engaged in any material transaction other than in accordance with, the ordinary course of such business consistent with past practice, and there has not been any:

(i) merger or consolidation between Purchaser or any of its Subsidiaries with any other Person, except for any such transactions among wholly-owned Subsidiaries of Purchaser, or any restructuring, reorganization or complete or partial liquidation or similar transaction or the entry into any agreements or arrangements imposing material changes or restrictions on its assets, operations or businesses;

(ii) acquisition of assets outside of the ordinary course of business consistent with past practice;

(iii) creation or incurrence of any Encumbrance (other than any Permitted Encumbrance) on the assets of Purchaser or its Subsidiaries, individually or in the aggregate, material to Purchaser or any of its Subsidiaries;

(iv) material damage, destruction or other casualty loss with respect to any material asset, or property otherwise used by Purchaser or any of its Subsidiaries, whether or not covered by insurance;

(v) material change in any method of financial accounting or accounting practice by the Company or any of its Subsidiaries, except for any such change required by changes in GAAP or applicable Law; or

(vi) agreement to do any of the foregoing.

(g) Purchaser Material Adverse Effect. Since December 31, 2010 and through the date hereof, there has been no Purchaser Material Adverse Effect.

(h) Dividends and Repurchases. Since December 31, 2010 and through the date hereof, Purchaser has not made, other than with respect to dividends on Purchaser Common Stock in the ordinary course consistent with past practice, any declaration, setting aside or payment of any dividend or other distribution with respect to any shares of Purchaser Common Stock or any repurchase or other acquisition by Purchaser of any outstanding shares of Purchaser Common Stock.

(i) Brokers and Finders. Neither Purchaser nor any of its officers, directors or employees has employed any broker or finder for which Purchaser or a Subsidiary of Purchaser is not responsible for such broker's or finder's fees or incurred any Liability for any brokerage fees, commissions or finder's fees in connection with the Transaction for which Purchaser or a Subsidiary of Purchaser is not responsible.

(j) Purchaser Shares.

(i) Upon issuance, the Purchaser Shares will be duly authorized, validly issued, fully paid and nonassessable, and will not be subject to any option, call, preemptive, subscription or similar rights under any provision of applicable Law, the Organizational Documents of Purchaser or any of its Subsidiaries.

(ii) At the Closing, Purchaser will have sufficient authorized but unissued shares or treasury shares of Purchaser Common Stock for Purchaser to meet its obligation to deliver the Purchaser Shares under this Agreement. Upon consummation of the Transaction, Seller shall acquire good and valid title to the Purchaser Shares.

ARTICLE IV Covenants

4.1. Interim Operations. Except with Purchaser's prior written consent (not to be unreasonably withheld, conditioned or delayed), Seller shall cause each of the Company and its Subsidiaries (i) to conduct its business in the ordinary course and, to the extent consistent therewith, use its commercially reasonable efforts to (A) preserve its business organizations intact, (B) maintain existing relations and goodwill with Governmental Entities, customers, suppliers, distributors, creditors, lessors, employees and business associates, and (C) keep available the services of its present employees and agents; and (ii) not to (other than as set forth in the corresponding section of the Seller Disclosure Letter):

- (a) amend its Organizational Documents;
- (b) merge or consolidate with any other Person;
- (c) acquire assets outside of the ordinary course of business consistent with past practice from any other Person with a value or purchase price in the aggregate in excess of \$50,000,000.00 or that would have any possibility of preventing or delaying the Closing beyond the Termination Date;
- (d) issue, sell, pledge, dispose of, grant, transfer, Encumber, or authorize the issuance, sale, pledge, disposition, grant, transfer, lease, license, guarantee or other Encumbrance of, any Equity Interests of the Company or any of its Subsidiaries (other than the issuance of Equity Interests (i) by a wholly-owned Subsidiary of the Company to the Company or another wholly-owned Subsidiary or (ii) by the Company to Seller), securities convertible or exchangeable into, or exercisable for, any Equity Interests or any options, warrants or other rights of any kind to acquire any such Equity Interests or such convertible or exchangeable securities;
- (e) create or incur any Encumbrance (other than a Permitted Encumbrance) on the assets of the Company or any of its Subsidiaries that, individually or in the aggregate, is material to the Company or any of its Subsidiaries;
- (f) make any loans, advances, guarantees or capital contributions to or investments in any Person, other than (x) any of the foregoing to or on behalf of the Company or any direct or indirect wholly-owned Subsidiary of the Company, or (y) in the ordinary course of business consistent with past practice and which do not have any possibility of preventing or delaying the Closing beyond the Termination Date;
- (g) declare, set aside, make or pay any (i) cash distributions or dividends in any month that in the aggregate are in excess of the lesser of (A) \$150,000,000.00 and (B) the amount of Free Cash Flow generated by the Company and its Subsidiaries for the preceding month, prorated for the month in which this Agreement is entered into, and for the month in which the Closing occurs; provided, that if distributions or dividends in respect of any month shall have been less than \$150,000,000.00 as a result of the foregoing limitation or otherwise, Seller shall be entitled to make additional cash distributions at any time or from time to time up to an amount equal to the lesser of (x) Free Cash Flow for the period since the date of this Agreement and (y) the product of (A) \$150,000,000.00 and (B) the number of whole and, without duplication, partial months in such period, or (ii) non-cash distributions or dividends, payable in stock, property or otherwise, with respect to any of its Equity Interests (except for non-cash distributions paid by any direct or indirect wholly-owned Subsidiary to the Company or to any other direct or indirect wholly-owned Subsidiary) or enter into any agreement with respect to the voting of its Equity Interests;
- (h) (i) incur any Indebtedness for borrowed money, 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 Indebtedness incurred in the ordinary course of business consistent with

past practice that is satisfied in full at or prior to the Closing, or (ii) amend, modify, supplement or waive the terms of any existing Indebtedness, debt securities or warrants or other rights to acquire debt securities of the Company or any of its Subsidiaries, except in the ordinary course of business consistent with past practice;

(i) except as contemplated by the capital budget set forth in the business plan set forth on Schedule 4.16 of the Seller Disclosure Letter, make or authorize any payment of, or accrual or commitment for, capital expenditures in excess of \$25,000,000.00 in the aggregate in any consecutive six-month period (or \$50,000,000.00 in the event of an increase in data demand in the Business significantly in excess of the demand anticipated on the date hereof);

(j) amend, supplement, waive, terminate, assign, convey, encumber or otherwise transfer, in whole or in part, its rights or interests under or in any Material Contract, or enter into any Intercompany Contract or Company Contract that would be a Material Contract if in effect as of the date hereof;

(k) enter into any Intercompany Contract or amend, modify or waive any Intercompany Contract in any manner that would result in the Company or its Subsidiaries paying to the other parties thereto aggregate consideration greater than that provided for in the copies of Intercompany Contracts provided to Purchaser pursuant to Section 4.2(a)(v);

(l) make any changes with respect to material financial accounting policies or procedures, except as required by changes in GAAP;

(m) (i) 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 ancillary Internet services), 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, (ii) except as currently conducted, engage in the conduct of any business in any state that 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 License to the extent such License would reasonably be expected to prevent, materially delay or materially impair the consummation of the Transaction, or (iii) enter into any business or operations outside of the United States;

(n) file for any Company License the receipt of which would reasonably be likely to prevent, materially impair or materially delay consummation of the Transaction;

(o) settle any litigation or other proceedings before a Governmental Entity for an amount in excess of \$15,000,000.00;

(p) except to the extent otherwise required by Law, make or change any Tax election, change any method of Tax accounting or settle or finally resolve any controversy with respect to Taxes for an amount that materially exceeds the amount reserved with respect thereto

in the most recent Financial Statements, in each case, if such action would have an adverse affect on the Company or Purchaser that is more than immaterial;

(q) transfer, sell, lease, license, mortgage, pledge, surrender, encumber, divest, cancel, abandon or allow to lapse or expire or otherwise dispose of (i) any Communications Licenses or wireless spectrum and (ii) except in the ordinary course of business consistent with past practice, any other Licenses, assets, operations, rights, product lines, businesses or interests therein of the Company or its Subsidiaries that are material to the Business, other than pursuant to Company Contracts in effect prior to the date hereof;

(r) other than as may be required by applicable Law or pursuant to the existing terms and conditions of any Benefit Plan as in effect on the date hereof, (i) terminate, establish, adopt or amend any Benefit Plan other than the adoption of annual Benefit Plans in the ordinary course of business consistent with past practice and amendments to health and welfare plans (other than severance plans) that do not increase benefits or result in materially increased administrative costs, (ii) grant any salary or wage increase, other than to increase salary and wages for employees by no more than 4% in the aggregate in the ordinary course of business consistent with past practice, (iii) pay aggregate bonus or incentive compensation other than in the ordinary course consistent with past practice, (iv) (x) grant any new compensation award, other than bonus awards and cash-based long term incentive compensation awards, in each case in amounts and on terms that are in the ordinary course of business consistent with past practice; provided, however, that no new awards shall be granted under the Phantom Share Plan, (y) amend the terms of outstanding compensation awards other than in a manner that does not increase the amounts payable or accelerate the timing of any payment under such awards and in the ordinary course of business consistent with past practice, or (z) change the compensation opportunity under any Benefit Plan, (v) pay any severance other than in the ordinary course of business consistent with past practice in connection with employees' entering into and not revoking a release of claims against the Company in connection with terminations of employment, (vi) take any action to accelerate the vesting or payment, or fund or secure the payment, of any amounts under any Benefit Plan, (vii) change any assumptions used to calculate funding or contribution obligations under any Benefit Plan, other than as required by GAAP, (viii) forgive any loans to directors, officers or employees of the Company or any of its Subsidiaries, or (ix) voluntarily establish or adopt any collective bargaining agreement;

(s) transfer, sell, lease, license, divest or otherwise dispose of any transmission towers owned or leased by the Company or any of its Subsidiaries (it being understood that the foregoing shall not apply to the decommissions of towers in the ordinary course of business consistent with past practice);

(t) purchase, lease or otherwise acquire any wireless spectrum;

(u) make a fundamental change to any of important elements of the network technologies or principal billing systems of the Company and its Subsidiaries (excluding system upgrades, equipment replacement and similar matters, in each case within the same fundamental framework of network technologies and billing systems); or

- (v) authorize or enter into an agreement to do any of the foregoing.

4.2. Access; Post-Signing Deliverables.

(a) (i) Prior to the Closing, upon reasonable notice, and except as may otherwise be prohibited by applicable Law, Seller shall, and shall cause Global and its Subsidiaries to, afford Purchaser's representatives reasonable access, during normal business hours throughout the period prior to the Closing, to its properties, books, contracts and records and, during such period, Seller shall, and shall cause Global and its Subsidiaries (including the Company and its Subsidiaries) to, furnish promptly to Purchaser and Purchaser's representatives all information concerning the Company's or any of its Subsidiaries' business, properties and personnel as Purchaser may reasonably request (including such information as Purchaser may reasonably request to determine the anticipated U.S. federal income tax consequences of any Divestiture Sales), including by making available to Purchaser online and/or at office locations substantially all tower files and related information (including substantially all information necessary for Purchaser to confirm compliance with respect to the Business by the Company or, if applicable, Seller with the FCC Rules relating to towers) as soon as reasonably practicable after the date hereof but in no event later than 60 days prior to the Closing; provided, that no investigation pursuant to this Section 4.2 shall affect or be deemed to modify any representation or warranty made by Seller hereunder; provided, further, that the foregoing shall not require Seller, Global or any of its Subsidiaries to permit any inspection or disclose any information that in the reasonable judgment of Seller would result in the disclosure of any Trade Secrets of third parties, violate any applicable Laws or violate any of its obligations with respect to confidentiality if Seller, Global or its Subsidiaries, as applicable, shall have used reasonable best efforts to obtain the consent of such third party to such inspection or disclosure. All requests for information made pursuant to this Section 4.2 shall be directed to an executive officer of Seller or such Person as may be designated by any such executive officer, as the case may be. Notwithstanding the foregoing, none of Seller, Global or any of its Subsidiaries shall be obligated to afford Purchaser or its representatives any access to any properties, books, contracts, commitments, personnel or records relating to, or in respect of, any forward product plans, product specific cost information, pricing information, customer specific information, merchandising information or other similar competitively sensitive information except pursuant to "clean room" procedures approved by counsel to Seller and Purchaser. All information provided or made available pursuant to this Section 4.2 shall be subject to the Confidentiality Agreement, and the Confidentiality Agreement shall remain in full force and effect in accordance with its terms.

(ii) No later than five Business Days following the date hereof, Seller shall deliver to Purchaser a list, as of the date hereof, of all FCC Licenses that are point to point microwave licenses, business radio licenses, experimental licenses or Section 214 certificates and will use its reasonable best efforts to ensure that such list is true and complete.

(iii) No later than 45 days following the date hereof, Seller shall deliver to Purchaser (1) a description of any underground storage tanks, asbestos-containing materials, lead-based products or polychlorinated biphenyls that, to the Company's knowledge, are located on any of the Owned Real Property or the Leased Real Property and will use its reasonable best efforts to ensure that such list is true and complete and (2) copies of all environmental reports, audits, assessments, sampling data, liability analyses, memoranda and studies in the possession of, or conducted by and reasonably obtainable by, the Company or any of its Subsidiaries with respect to compliance under, or Liabilities related to, any Environmental Law with respect to the business of the Company and its Subsidiaries, the Owned Real Property and the Leased Real Property and will use its reasonable best efforts to ensure that all such documents are provided and are correct and complete.

(iv) No later than 60 days following the date hereof, Seller shall deliver to Purchaser (A) a list of all (I) Registered Owned Intellectual Property, (II) Software owned by the Company and its Subsidiaries that is material to their respective businesses, (III) Intellectual Property Contracts and will use its reasonable best efforts to ensure that such list is true and complete, and (IV) Business Marks; (B) the form(s) of employee confidentiality and Intellectual Property assignment agreement used by the Company and its Subsidiaries that prohibit such employees from disclosing the Company's and its Subsidiaries' Trade Secrets and confidential information and require the assignment of rights to the Company or one of its Subsidiaries; and (C) a copy of each Intellectual Property Contract, including amendments thereof and exhibits, annexes and schedules thereto.

(v) No later than 30 days following the date hereof, Seller shall deliver to Purchaser copies of all Intercompany Contracts with obligations remaining on such date.

(vi) Seller will cause the Company to prepare and furnish to Purchaser as soon as they become available, and in any event, not later than 15 days after the end of each month, (A) unaudited consolidated statements of operations and comprehensive income, changes in stockholders' equity and cash flows of the Company and its Subsidiaries for the month then ended and (B) a calculation of Free Cash Flow for the month then ended for each full monthly period prior to the Closing (the "Monthly Financial Statements"). Purchaser shall have five Business Days to review each such Monthly Financial Statement and raise any objections to the calculation of Free Cash Flow contained therein. Seller shall in good faith consider the objections, if any, of Purchaser and, if Purchaser has made any objections, will re-issue such Monthly Financial Statements within five Business Days with any such revisions that Seller has determined in good faith are appropriate. The final Monthly Financial Statements shall be accompanied by a certificate signed by a duly authorized officer that the Monthly Financial Statements were prepared in good faith and in accordance with the Applicable Accounting Principles.

(b) Following the Closing, upon reasonable notice, and except as may otherwise be prohibited by applicable Law, Purchaser shall cause the Company and its Subsidiaries to afford Seller's representatives such reasonable access, during normal business hours during period from the Closing until one year following the expiration of the statute of limitations applicable to Seller's financial and tax reporting, to its books and records relating to the period prior to the Closing and, during such period, Purchaser shall, and shall cause the Company and its Subsidiaries to, furnish promptly to Seller and Seller's representatives such information concerning the Company's or any of its Subsidiaries' historical financial performance, in each case, as Seller may reasonably request for its financial reporting purposes; provided, that the foregoing shall not require Purchaser, the Company or any of its Subsidiaries to permit any inspection or disclose any information that in the reasonable judgment of Purchaser would result in the disclosure of any Trade Secrets of third parties, violate any applicable Laws or violate any of its obligations with respect to confidentiality if Purchaser, the Company or its Subsidiaries, as applicable, shall have used reasonable efforts to obtain the consent of such third party to such inspection or disclosure. Seller shall reimburse the Company and its Subsidiaries for all reasonable, out-of-pocket costs and expenses incurred by them in providing such access. All requests for information made pursuant to this Section 4.2(b) shall be directed to an executive officer of Purchaser or such Person as may be designated by any such executive officer, as the case may be. Notwithstanding the foregoing, none of Purchaser, the Company or any of its Subsidiaries shall be obligated to afford Seller or its representatives any access to any properties, books, contracts, commitments, personnel or records relating to, or in respect of, any forward product plans, product specific cost information, pricing information, customer specific information, merchandising information or other similar competitively sensitive information. All information provided or made available pursuant to this Section 4.2(b) shall be subject to Section 4.25.

(c) The parties agree that they shall comply with the matter set forth on Schedule 4.2(c) of the Purchaser Disclosure Letter as if it were set forth in the Agreement.

4.3. Publicity. Prior to the Closing neither party to this Agreement shall issue or permit to be issued any press releases or otherwise make any public announcements with respect to the Transaction other than in accordance with a mutually agreed communications plan, with the prior written consent of the other party, or as may be required by Law (including any listing requirement) or as otherwise expressly permitted hereunder.

4.4. Expenses. Except as otherwise specifically provided in this Agreement, Seller, on the one hand, and Purchaser, on the other hand, shall bear their respective expenses, costs and fees (including attorneys', auditors' and financing fees, if any) in connection with the Transaction, including the preparation, execution and delivery of this Agreement and compliance herewith, whether or not the Transaction is effected; provided, that Seller shall be responsible for any attorneys', tax advisors' and financial advisors' fees of the Company and its Subsidiaries incurred in connection with the execution and delivery of this Agreement and the consummation of the Transaction and all such expenses, costs and fees (including attorneys', auditors' and financing fees, if any) payable by the Company or any of its Subsidiaries shall be paid and satisfied in full by Seller prior to the Closing; provided, further, that following delivery by Seller

of reasonable written documentation of any out-of-pocket expenses incurred in connection with the obligations under Section 4.8, Purchaser shall promptly reimburse Seller for such expenses.

4.5. Resignations. Seller shall use its reasonable best efforts to cause each director of the Company or any officer or director of any of the Company's Subsidiaries to resign in such capacity other than individuals who will continue to act as full time employees of the Company or any of its Subsidiaries after the Closing, such resignations to be effective as of the Closing.

4.6. Filings; Other Actions; Notification.

(a) Subject to Sections 4.6(b) and 4.6(c), Seller and Purchaser shall cooperate with each other and use, and shall cause their respective Subsidiaries to use, their respective reasonable best efforts to take or cause to be taken all actions, and do or cause to be done all things, necessary, proper or advisable on its part under this Agreement and applicable Laws to consummate the Transaction as promptly as reasonably practicable (it being understood that nothing contained in this Agreement shall require Purchaser to reach any agreements or understandings in connection with obtaining any consents, approvals, permits or authorizations prior to a time in advance of the Termination Date sufficient to permit satisfaction of the conditions to the Closing by the Termination Date), including (i) preparing and filing as promptly as reasonably practicable all documentation to effect all necessary notices, reports and other filings (including by filing no later than 10 days after the date hereof, the notification and required form under the HSR Act, and by filing no later than 30 days after the date hereof, all applications required to be filed with the FCC; provided, however, that the failure to file within such 10 or 30 day period, as applicable, will not constitute a breach of this Agreement); (ii) subject to the foregoing, obtaining as promptly as reasonably practicable all consents, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any third party and/or any Governmental Entity in order to consummate the Transaction; (iii) furnishing all information required for any application or other filing to be made pursuant to any applicable Laws in connection with the Transaction; (iv) keeping the other parties informed in all material respects of any material communication received by such party from, or given by such party to, any Governmental Entity and of any material communication received or given in connection with any proceeding by a private party, in each case relating to the Transaction; (v) negotiating, proposing and/or agreeing to Divestiture Sales and other actions, restrictions, limitations or conditions required to obtain any consents, registrations, approvals, permits or authorizations in connection with the Transaction; and (vi) defending against the entry of any decree, order, or judgment that would restrain, prevent or delay the Closing, including defending any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the Transaction. Without limiting the foregoing and subject to Sections 4.6(b) and 4.6(c), prior to the Closing, Seller and Purchaser shall not, and Seller shall cause Global and its Subsidiaries not to, knowingly take any action, or knowingly fail to take any action, that would reasonably be likely to materially delay or interfere with the parties' ability to consummate the Transaction.

(b) Except as set forth on Schedule 4.6(b)(i) of the Purchaser Disclosure Letter, nothing in this Agreement shall require, or be construed to require, Purchaser or any of its

Subsidiaries to take or refrain from taking any action or to agree to any restriction, limitation or condition with respect to (i) Purchaser or any of its Subsidiaries or (ii) the Company or any of the Company's Subsidiaries that would, in the case of this clause (ii) only, individually or in the aggregate, reasonably be likely to result in aggregate adverse effects on Purchaser and its Subsidiaries following the Closing (including the Company and its Subsidiaries) being greater than the Material Adverse Amount (the effects of clauses (i) and (ii), a "Regulatory Material Adverse Condition"). For purposes hereof, the adverse effects resulting from (x) Divestiture Sales shall be deemed to be an amount equal to the Divestitures Amount, (y) the matters set forth on Schedule 4.6(b)(i) of the Purchaser Disclosure Letter shall be deemed to be zero, and (z) all other conditions shall be deemed to be 50% of the adverse effects (net of benefits) of such conditions. For the avoidance of doubt, the parties agree that the imposition of any conditions on Purchaser, the Company or any of their Subsidiaries containing any of the terms set forth on Schedule 4.6(b)(ii) of the Purchaser Disclosure Letter shall be deemed to be a Regulatory Material Adverse Condition. In no event shall Seller, Purchaser or any of their respective Subsidiaries be required to agree to any Divestiture Sale or other action, restriction, limitation or condition that is (A) effective prior to immediately before the Closing or (B) effective immediately before the Closing and not conditioned upon the occurrence of the Closing.

(c) Neither Seller nor any of its Subsidiaries shall be permitted to agree to any actions, restrictions or conditions with respect to obtaining any consents, registrations, approvals, permits or authorizations in connection with the Transaction without the prior written consent of Purchaser. Subject to applicable Laws relating to the exchange of information, Seller and Purchaser shall have the right to review in advance, and to the extent practicable each will consult the other on, all of the information relating to Seller or Purchaser, as the case may be, and any of their respective Subsidiaries that appears in any filing made with, or written materials submitted to, any third party and/or any Governmental Entity in connection with the Transaction. To the extent permitted by Law, each party shall provide the other with copies of all correspondence between it (or its advisors) and any Governmental Entity relating to the Transaction and, to the extent reasonably practicable, all telephone calls and meetings with a Governmental Entity regarding the Transaction shall include representatives of Seller and Purchaser. In exercising the foregoing rights, each of Seller and Purchaser shall act and Seller shall cause the Company to act reasonably and as promptly as practicable.

4.7. Financial Working Group. Promptly after the date hereof, Seller and Purchaser shall establish, and Seller shall cause the Company to designate the appropriate employees to participate with employees of Purchaser in, a joint working group to prepare for the integration of the Company and its Subsidiaries after the Closing into Purchaser's internal control structure and procedures for financial reporting compliance with the requirements of Rule 404 of the Sarbanes-Oxley Act and Purchaser's financial reporting structure.

4.8. Seller's Cooperation with Financing. Prior to the Closing, Seller shall, and shall cause the Company and its Subsidiaries and their respective directors, officers, employees and representatives to, reasonably cooperate with Purchaser and its representatives in connection with any financing by Purchaser to be obtained in connection with the Transaction. Without limiting the generality of the foregoing, Seller shall, and shall cause the Company, its other

Subsidiaries and their respective representatives to, upon reasonable request (a) furnish the report of the Company’s auditor on the most recent audited consolidated financial statements of the Company and its Subsidiaries and use its reasonable best efforts to obtain the consent of such auditor to the use of such report in accordance with normal custom and practice; (b) furnish any additional financial statements, schedules or other financial data relating to the Company and its Subsidiaries reasonably requested by Purchaser; (c) furnish management and legal representatives of senior officers of the Company to auditors; (d) make available the employees and advisors of the Company and its Subsidiaries to provide reasonable assistance with Purchaser’s preparation of business projections, financing documents and offer materials; (e) use reasonable efforts to obtain the cooperation and assistance of counsel to the Company and its Subsidiaries in providing legal opinions and other services; (f) assist in the preparation of one or more confidential information memoranda and other marketing materials reasonably requested by Purchaser; and (g) permit Purchaser’s reasonable use of the Company’s and its Subsidiaries’ logos for syndication of financing.

4.9. Regulatory Compliance.

(a) Seller and Purchaser shall, and Seller shall cause the Company and its other Subsidiaries to, use commercially reasonable efforts to (i) cure no later than the Closing any violations and defaults by any of them under any applicable rules and regulations of the FCC (“FCC Rules”) and the FAA Rules, (ii) substantially comply with the terms of the FCC Licenses and the FAA Rules, (iii) file or cause to be filed with the FCC and the FAA all reports and other filings required to be filed under applicable FCC Rules and FAA Rules, and (iv) take all reasonable actions requested in writing by Purchaser on or before the Closing for each of them to be in compliance upon the consummation of the Transaction with the provisions of Sections 271 and 272 of the Communications Act (including any orders issued by the FCC interpreting or implementing such provisions).

(b) During the period from the date hereof to the Closing, Seller shall, and shall cause its Subsidiaries to, use their reasonable best efforts to (i) take such actions as are reasonably necessary to maintain and preserve the Licenses and (ii) refrain from taking any action that would reasonably be expected to cause the FCC or any other Governmental Entity with jurisdiction over Seller, the Company or any of its Subsidiaries to institute proceedings for the suspension, revocation or adverse modification of any Licenses.

(c) Prior to the Closing, Seller shall, and shall cause the Company and its Subsidiaries to, take such steps as are necessary to renew any expiring FCC License, including preparing and filing with the appropriate Governmental Entities all necessary applications in connection therewith as soon as reasonably practicable after the commencement of the period during which such applications may be made.

4.10. Further Action.

(a) Subject to the terms and conditions hereof, Seller and Purchaser shall, and Seller shall cause the Company and its other Subsidiaries to use their reasonable best efforts to, take or cause to be taken all appropriate action, to do or cause to be done all things necessary,

proper or advisable under applicable Law and to execute and deliver such documents and other papers, as may be required to carry out the provisions hereof and consummate the Transaction.

(b) From time to time after the Closing, without additional consideration, each party will (or, if appropriate, will cause its Subsidiaries to) execute and deliver such further instruments and take such other action as may be necessary or reasonably requested by another party to make effective the transactions contemplated by this Agreement. Without limiting the foregoing, upon reasonable request of Purchaser, Seller shall, and shall cause the Company or its other Subsidiaries to, execute, acknowledge and deliver all such further assurances, deeds, assignments, consequences, powers of attorney and other instruments and papers as may be required to sell, transfer, assign, convey and deliver to Purchaser all right, title and interest in and to the Company Shares.

4.11. Intercompany Arrangements.

(a) Seller agrees that, not later than the Closing, all Intercompany Indebtedness and all interest rate swap and cross-currency interest rate swaps between the Company and/or any of its Subsidiaries, on the one hand, and Seller and its Affiliates, on the other hand (including those of the type described in note 15 to the most recent Financial Statements) shall be settled, released and/or terminated without any continuing Liability to or obligation of the Company and its Subsidiaries.

(b) Except as set forth on Schedule 4.11(b) of the Seller Disclosure Letter, Purchaser shall have the right to cause the Company and its Subsidiaries to terminate without penalty on the Closing Date any Intercompany Contract; provided, that Purchaser shall provide notice to Seller at least 30 days prior to the Closing Date of which such Intercompany Contracts it will so terminate.

(c) At Purchaser's election exercised by no later than 30 days prior to the Closing, Seller shall, and shall cause its Subsidiaries to, extend for a period of up to 12 months after the Closing any Intercompany Contracts (other than those providing for Indebtedness for borrowed money or to the extent relating to the matters set forth in Sections 4.21 or 4.22) that Purchaser reasonably believes are reasonably necessary in connection with the continued operation of the Business for a transitional period following the Closing. Seller shall not, and shall cause its Subsidiaries not to, terminate any such Intercompany Contracts without Purchaser's written consent.

4.12. Repayment of Indebtedness. Seller shall cause the Company and its Subsidiaries, at the Closing, to have no Closing Discharged Indebtedness. Prior to the Closing, Seller and its Subsidiaries shall not take, or cause to be taken, any action with respect to Indebtedness for borrowed money (including any current portion or on maturity thereof) of the Company and its Subsidiaries other than the payment of interest in accordance with the terms thereof, the extension and continuation of any principal amount thereof that would otherwise be due and payable prior to the Closing, and the discharge or forgiveness thereof without payment thereunder or creation of any Liability of the Company or its Subsidiaries.

4.13. Customer Communications. Seller and Purchaser shall cooperate in developing language for a program of communications or notices relating to the Transaction to be sent to customers of the Company and its Subsidiaries on or after the date hereof and prior to the Closing. Seller shall not, and shall cause its Subsidiaries not to, send any communications or notices relating to the Transaction to customers of the Company and its Subsidiaries on or after the date hereof and prior to the Closing without the prior written approval of Purchaser, not to be unreasonably withheld or delayed.

4.14. Employee Matters.

(a) Purchaser shall cause the Company for at least 12 months after the Closing to provide or cause to be provided to employees of the Company and its Subsidiaries who are employed immediately after the Closing (“Assumed Employees”) compensation (other than equity compensation) and employee benefit plans that are substantially comparable, in the aggregate, to the compensation (other than equity compensation) and employee benefits provided by the Company as of the date hereof; provided, however, that, if during this period Purchaser implements any widespread increase or decrease in benefits under compensation and benefit plans or in the cost thereof to participants under compensation and benefit plans applicable to employees of Purchaser and its Subsidiaries (other than the Company and its Subsidiaries), Purchaser may cause the Company to proportionately adjust the benefits under its compensation and benefit plans or the cost thereof to participants; provided, further, that with respect to employees who are subject to a collective bargaining agreement, all benefits shall be provided only in accordance with the applicable collective bargaining agreement. Notwithstanding the foregoing, nothing contained herein shall (i) be treated as an amendment of any particular compensation and benefit plan provided by the Company, (ii) give any third party any right to enforce the provisions of this Section 4.14, or (iii) obligate Purchaser, the Company or any of their Subsidiaries to (A) maintain any particular compensation and benefit plan provided by the Company; or (B) retain the employment of any particular employee.

(b) Following the Closing, each Assumed Employee shall receive service credit to the extent credited under Benefit Plans prior to the Closing for all purposes of determining eligibility to participate, vesting and level of benefits for purposes of vacation, severance and paid time off (but not for benefit accrual purposes, for the purpose of qualifying a subsidized early retirement benefit, or as would result in a duplication of benefits) for the same purposes under comparable employee benefit plans of Purchaser and its Subsidiaries in which such Assumed Employee participates following the Closing. Notwithstanding the foregoing sentence, none of the provisions contained herein shall operate to require coverage of any Assumed Employee under any benefit plan of Purchaser and its Subsidiaries. To the extent an Assumed Employee participates in a welfare plan or arrangement of Purchaser or a Subsidiary of Purchaser following the Closing (a “Purchaser Welfare Plan”), Purchaser and its Subsidiaries will to the extent legally permissible cause all (i) pre-existing condition limitations which otherwise would be applicable to such Assumed Employee and his or her covered dependents to be waived to the extent satisfied under a Benefit Plan comparable to such Purchaser Welfare Plan immediately prior to the Closing or, if later, immediately prior to such Assumed Employee’s commencement of participation in such Purchaser Welfare Plan and

(ii) participation waiting periods under each Purchaser Welfare Plan that would otherwise be applicable to such Assumed Employee to be waived to the same extent waived or satisfied under the Benefit Plan comparable to such Purchaser Welfare Plan immediately prior to the Closing or, if later, immediately prior to such Assumed Employee's commencement of participation in such Purchaser Welfare Plan. In addition, Purchaser and its Subsidiaries will to the extent legally permissible honor or cause to be honored any expenditures incurred by Assumed Employees and their covered dependents in satisfying the deductible, co-payment and out-of-pocket maximums under the Benefit Plans during the portion of the applicable plan year that includes the Closing in satisfying any deductibles, co-payments or out-of-pocket maximums under any comparable Purchaser Welfare Plans in which they are eligible to participate after the Closing for the portion of the applicable plan year that includes the Closing.

(c) Prior to making any written or material oral communications to the directors, officers or employees of the Company or any of its Subsidiaries pertaining to the effect of the Transaction on compensation or benefit matters, the Company shall provide Purchaser with a copy of the intended communication, Purchaser shall have a reasonable period of time to review and comment on the communication and Purchaser and the Company shall cooperate in providing any such mutually agreeable communication.

(d) Within 30 days following the date hereof and in consultation with Purchaser, Seller shall cause the Company to enter into a retention arrangement for the benefit of the employees of the Company in accordance with the terms set forth on Annex D.

(e) The Company shall perform (and in the event there is a successor to the Company, such successor shall assume and perform) the obligations under the Executive Continuity Bonus Plan and the obligations that survive termination of the Phantom Share Plan and the 2011 Long-Term Incentive Plan.

4.15. Minimum Cash Balance. Seller shall cause the Company and its Subsidiaries, at the Closing, to have no less than \$100,000,000.00 of cash on a consolidated basis.

4.16. Business Plan; Capital Expenditures. Seller shall use its commercially reasonable efforts to cause the Company and its Subsidiaries to (a) operate their business consistent in all material respects with the business plan set forth on Schedule 4.16 of the Seller Disclosure Letter, (b) make capital expenditures consistent in all material respects with the capital budget set forth in such business plan, and (c) make expenditures on marketing and customer care activities consistent in all material respects with such business plan, it being understood and agreed that the foregoing shall not in any event constitute a guaranty or warranty as to future performance, or the achievement of the business plan or any aspect of it or create any obligation on the part of Seller to make new capital contributions or loans to the Company.

4.17. Additional Covenants of Purchaser. During the period from the date hereof to the Closing, Purchaser shall not:

(a) make, other than with respect to dividends on Purchaser Common Stock in the ordinary course consistent with past practice (which, for the avoidance of doubt, shall include

any increases to dividends on Purchaser Common Stock consistent with past practice), any declaration, setting aside or payment of any dividend or other distribution with respect to any shares of Purchaser Common Stock (except for dividends or other distributions by any direct or indirect wholly-owned Subsidiary to Purchaser or to any wholly-owned Subsidiary of Purchaser), or, without the prior written consent of Seller (not to be unreasonably withheld, conditioned or delayed), any repurchase or other acquisition by Purchaser of any outstanding shares of Purchaser Common Stock (other than repurchases or other acquisitions by Purchaser of Purchaser Common Stock in open market transactions at market prices or in connection with an accelerated share repurchase transaction at market prices); or

(b) enter into any agreement to acquire another business or effect any transaction that is reasonably likely to result in the failure to satisfy the conditions set forth in Section 5.1(a) or 5.2(c).

4.18. Purchaser Board of Directors. Immediately following the Closing, Purchaser shall cause Seller's Chief Executive Officer (or such other designee of Seller satisfying the requirements of Section 3.1(b) of the Stockholder's Agreement, the governance guidelines of Purchaser, as in effect from time to time, and otherwise reasonably acceptable to the Board and the Corporate Governance and Nominating Committee of the Board of Purchaser), to be appointed to the board of directors of Purchaser.

4.19. Listing of Purchaser Shares. Purchaser shall use its best efforts to cause the Purchaser Shares to be approved for listing on the NYSE, subject only to official notice of issuance, prior to the Closing.

4.20. Potential Sale of Interests. Between the date hereof and the Closing (or earlier termination of this Agreement), to the extent reasonably requested by Purchaser, Seller shall, and shall cause the Company and its other Subsidiaries to, cooperate with Purchaser to facilitate the disposition immediately prior to and conditional upon the Closing or at or after the Closing of those assets or ownership interests held by the Company or any of its Subsidiaries that are identified by Purchaser in writing to Seller as reasonably likely to be the subject of a transfer, sale or divestiture required in connection with obtaining a Governmental Consent (such assets or interests referred to as a "Potential Sale Interest"). To the extent reasonably requested by Purchaser, Seller shall and shall cause the Company and its other Subsidiaries to (a) permit Persons who Purchaser identifies to Seller as potential purchasers of a Potential Sale Interest to conduct (and cooperate with such Persons') reasonable investigations with respect to such Potential Sale Interest (provided, that any such Person executes and delivers to Seller a confidentiality agreement containing customary terms), (b) comply with any applicable right of first refusal, right of first offer, right of approval and similar provisions that may be applicable to a proposed transfer of a Potential Sale Interest, and (c) deliver such notices, make such filings and execute such contracts relating to the disposition of Potential Sale Interest as reasonably requested by Purchaser; provided, that none of Seller, the Company or any of their Subsidiaries shall be required to execute any such contract under which Seller, the Company or any of its Subsidiaries may be required to dispose of any Potential Sale Interest other than immediately prior to and conditional upon the Closing or at or after the Closing. Purchaser shall be permitted

to identify potential purchasers of Potential Sale Interests and negotiate any contracts with respect to dispositions of Potential Sale Interests; provided, that Seller may (and, to the extent reasonably requested by Purchaser, shall) participate in all such negotiations.

4.21. Use of Trademarks. Purchaser, the Company, its Subsidiaries and their respective Affiliates (“Licensed Parties”) shall have the right to use the Business Marks for a period of 18 months following the Closing Date (the “Transition Period”) in order to effectuate a smooth and orderly transition and rebranding for the Company and its Subsidiaries. In view of the foregoing, Seller hereby grants to each of the Licensed Parties, to the extent of the rights owned or controlled by Seller or any of its Affiliates, a non-exclusive, royalty-free right and license to use the Business Marks during the Transition Period in connection with their respective businesses, including for the manufacturing, marketing and distribution of products and services. The Licensed Parties may, to the extent of the rights owned or controlled by Seller or any of its Affiliates, permit third parties to use the Business Marks during the Transition Period, but only for and on behalf of the Licensed Parties. Seller agrees that the provisions of this Section 4.21 may be partially assigned for the benefit of a Person that acquires a Market pursuant to a Market Divestiture, and the Transition Period in any such case shall be for a period of 18 months following the closing of such Market Divestiture or such longer period as may be required by a Governmental Entity not to exceed 24 months. Prior to the Closing, Seller and the Company shall cooperate to enter into a transitional trademark license agreement on terms reasonably acceptable to Purchaser and consistent with the license granted in, and the other terms and conditions of, this Section 4.21, upon the effectiveness of which the licenses and rights granted in this Section 4.21 shall terminate. Between the date hereof and the end of the Transition Period, Seller shall, and shall cause its Affiliates to, not take any action, or fail to take any action, that, in each case, would reasonably be expected to materially limit or restrict the rights licensed under this Section 4.21 were such license to be granted in respect of the period beginning on the date hereof.

4.22. Intellectual Property Licenses. Except with respect to the matters provided for in Section 4.21, with respect to any Intellectual Property owned by Seller or any of its Affiliates that is used by the Company or any of its Subsidiaries or for which the Company or any of its Subsidiaries otherwise has any rights in, to or under prior to the Closing, which Intellectual Property is not assigned to any of the Licensed Parties prior to or at the Closing, Seller hereby grants to each of the Licensed Parties during the Transition Period and for the territory of the United States, to the extent of the rights owned or controlled by Seller or any of its Affiliates, a non-exclusive, sublicensable, royalty-free and fully paid-up right and license in, to and under all such Intellectual Property, including the right to use, reproduce, create derivative works, distribute, perform, display, exploit and commercialize, and to practice under and to make, have made, use, sell, offer for sale and import products and services. The Licensed Parties may, to the extent of the license granted under this Section 4.22, permit third parties to use such Intellectual Property during the Transition Period, but only for and on behalf of the Licensed Parties. With respect to any Intellectual Property licensed to Seller or any of its Affiliates by a third party, that is used by the Company or any of its Subsidiaries or for which the Company or any of its Subsidiaries otherwise has any rights in, to or under prior to the Closing, which licenses are not assigned to any of the Licensed Parties prior to or at the Closing, Seller hereby grants to each of

the Licensed Parties, to the fullest extent permitted by the third party licensors, during the Transition Period and for the territory of the United States the continued right and license in, to and under such Intellectual Property, including where so-permitted the right to use, reproduce, create derivative works, distribute, perform, display, exploit and commercialize, and to practice under and to make, have made, use, sell, offer for sale and import products and services. Prior to the Closing, Seller and the Company shall cooperate to enter into a transitional Intellectual Property license agreement on terms reasonably acceptable to Purchaser and consistent with the license granted in, and the other terms and conditions of, this Section 4.22, upon the effectiveness of which the licenses and rights granted in this Section 4.22 shall terminate. Between the date hereof and the end of the Transition Period, Seller shall, and shall cause its Affiliates to, not take any action, or fail to take any action, that would limit or restrict the rights licensed under this Section 4.22 were such license to be granted in respect of the period beginning on the date hereof.

4.23. Covenant Not to Sue. With respect to any Intellectual Property owned by Seller or any of its Affiliates that is used by the Company or any of its Subsidiaries or for which the Company or any of its Subsidiaries otherwise has any rights in, to or under prior to the Closing, Seller hereby covenants and agrees not to assert, and to cause each of its Affiliates not to assert, any claim, nor initiate or participate in any suit, action or proceeding, against any of the Licensed Parties for infringement, misappropriation, violation or unauthorized use of such Intellectual Property in respect of any period prior to the end of the Transition Period.

4.24. Other Transition Arrangements. Promptly following the date hereof and subject to applicable Laws, Purchaser and Seller shall cooperate to develop a procedure such that as of no later than the Closing Date, (x) the Company, Purchaser and their respective Subsidiaries will not require in order to conduct the Business, or have access to, any IT Assets, networks or electronic data of Seller and its Subsidiaries (other than the Company and its Subsidiaries) and (y) Seller and its Subsidiaries will not have access to any IT Assets, networks or electronic data of Purchaser and its Subsidiaries (including the Company and its Subsidiaries), in each case other than as provided in Intercompany Contracts with obligations remaining on the Closing Date.

4.25. Confidentiality. For a period of three years following the later of the Closing and the date of disclosure, Seller and each of its Subsidiaries shall treat as confidential and shall safeguard any and all confidential or proprietary information, knowledge and data about the Company, its Subsidiaries and the Business by using the same degree of care, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination or disclosure of such information, knowledge and data as Seller or its Subsidiaries used with respect thereto prior to the execution of this Agreement.

4.26. Indemnification and Insurance; Release.

(a) Purchaser and the Company agree that all rights to exculpation, indemnification and advancement of expenses for acts or omissions occurring at or prior to the Closing, whether asserted or claimed prior to, at or after the Closing, now existing in favor of the

current or former directors, officers or employees, as the case may be, of the Company or its Subsidiaries as provided in their respective Organizational Documents or in any agreement as in effect on the date hereof and which has prior to the date hereof been made available to Purchaser shall survive the Closing and shall continue in full force and effect to the extent provided in the following sentence. Purchaser shall cause the Company to maintain in effect any and all exculpation, indemnification and advancement of expenses provisions of the Company's and any of its Subsidiaries' Organizational Documents or in any indemnification agreements of the Company or its Subsidiaries with any of their respective current or former directors, officers or employees, in each case in effect as of the date hereof and which has been provided to Purchaser prior to the date hereof, for acts or omissions occurring on or prior to the Closing. Each of Seller, Purchaser and the Company, for and on behalf of itself and on behalf of its Affiliates, hereby acquits, releases and discharges each of the current or former directors and officers of the Company from any and all Liabilities that arises out of or are connected with such directors' and officers' position or services to the Company on or prior to the Closing.

(b) In the event the Company or any of its successors or assigns
(i) consolidates with or merges into any other person and shall not be the continuing or surviving corporation or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any person, then, and in either such case, proper provision shall be made so that the successors and assigns of the Company shall assume all of the obligations set forth in this Section 4.26.

(c) Effective as of the Closing, Seller, for and on behalf of itself and on behalf of its Subsidiaries, hereby acquits, releases and discharges each of the Company and their Subsidiaries from any and all Liabilities as of the Closing to Seller or any of its Subsidiaries (other than the Company and its Subsidiaries) that arise out of or are in connection with the Company or any of its Subsidiaries, except in respect of obligations under Intercompany Contracts or under this Agreement that are not terminated as of the Closing Date (other than any arising out of or relating to a breach, violation or failure to perform under any such Intercompany Contract). Seller shall cause its other Affiliates to use their reasonable best efforts to take, or cause to be taken, all appropriate action and to execute and deliver such documents and other papers, as may be required to effect the release set forth in this Section 4.26(c).

4.27. Purchaser Common Stock. During the period from the date hereof to the Closing, Seller shall not, and shall cause each of its Affiliates not to, directly or indirectly, alone or in concert with any other Person acquire, offer to acquire or agree to acquire Beneficial Ownership of any shares of Purchaser Common Stock.

4.28. Subscriber List.

(a) Promptly following the date hereof (but in any event within 60 days after the date hereof), Seller shall cause the Company to prepare in good faith, or cause to be prepared in good faith, and deliver to Purchaser a list setting forth the total number of Subscribers in each Market as of December 31, 2010 (the "Subscriber List"), which in the aggregate shall reflect the same number of Subscribers as set forth in Schedule 3.2(q), including and excluding the same

Subscribers as in Schedule 3.2(q). For purposes of the Subscriber List, a Person shall be deemed to be a Subscriber “in” a particular Market if the principal billing address for that Person’s account contains a zip code located in such Market. If a Person maintains multiple accounts, the Subscribers billed on each such account shall be allocated into Markets on an account-by-account basis based on the principal billing address zip code of each such account. No Person shall be counted as a Subscriber “in” more than a single Market, and Subscribers in zip codes that span more than one Market shall be apportioned in the manner directed by a Governmental Entity or otherwise equally between the relevant Markets.

(b) The Subscriber List shall become the final, binding and conclusive Subscriber List on the 60th day following Purchaser’s receipt of the Subscriber List unless on or prior to such 60th day Purchaser delivers to Seller a written notice (a “Subscriber List Dispute Notice”) stating that Purchaser disputes one or more items contained in the Subscriber List and specifying in reasonable detail each such disputed item.

(c) If Purchaser delivers a Subscriber List Dispute Notice, then Seller and Purchaser shall seek in good faith to resolve the disputed items set forth therein during the 60-day period beginning on the date Seller receives the Subscriber List Dispute Notice. If Seller and Purchaser reach agreement with respect to any disputed items, Seller shall revise the Subscriber List to reflect such agreement. If Purchaser and Seller are unable to resolve such disputed items during such 60-day period, then, at the request of either party, Purchaser and Seller shall jointly engage and submit the unresolved disputed items to the Independent Accountant. Purchaser and Seller shall use their reasonable best efforts to cause the Independent Accountant to issue its written determination regarding such unresolved items within 45 days after such items are submitted for review and in any event no later than the 75th day after such submission. The Independent Accountant shall be instructed that the total number of Subscribers shall be equal to the total number of Subscribers set forth in Schedule 3.2(q) of the Seller Disclosure Letter, including and excluding the same Subscribers as in Schedule 3.2(q) and shall make a determination with respect to such unresolved items only and in a manner consistent with this Section 4.31. Each party shall use its reasonable best efforts to furnish to the Independent Accountant such work papers and other documents and information pertaining to such unresolved items as the Independent Accountant may request. The determination of the Independent Accountant shall be final, binding and conclusive on Purchaser and Seller absent manifest error. The fees, expenses and costs of the American Arbitration Association and the Independent Accountant shall be borne in the same proportion as the aggregate amount of such unresolved items that is unsuccessfully disputed by each (as determined by the Independent Accountant) bears to the total amount of such unresolved items submitted to the Independent Accountant.

(d) Seller shall provide promptly to Purchaser and its representatives full access to the books and records of the Company and its Subsidiaries and to any other information and access to employees as Purchaser shall reasonably request in connection with Purchaser’s review of the Subscriber List.

ARTICLE V
Conditions

5.1. Conditions to Each Party's Obligation to Effect the Transaction. The respective obligations of each party to effect the Transaction are subject to the satisfaction or waiver at or prior to the Closing of each of the following conditions:

(a) Regulatory Consents. (i) The waiting period (and any extensions thereof) applicable to the consummation of the Transaction under the HSR Act shall have expired or been earlier terminated; (ii) all Governmental Consents required to be obtained from the FCC for the consummation of the Transaction shall have been obtained; and (iii) the European Commission shall have adopted a decision pursuant to the EC Merger Regulation declaring that the Transaction is compatible with the common market (or such compatibility shall have been deemed to exist under Article 10(6) of the EC Merger Regulation), or, in the event that that the European Commission adopts a decision pursuant to Article 9(3)(b) of the EC Merger Regulation (or is deemed to have done so pursuant to Article 9(5) of the EC Merger Regulation) referring the review of all or part of the Transaction to a Governmental Entity of a member state of the European Union, such Governmental Entity (or any other Governmental Entity of such member state) shall have granted approval of the transactions or part thereof that were so referred.

(b) No Order. No Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law, statute, ordinance, rule, regulation, judgment, injunction, decree or other order (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins or otherwise prohibits consummation of the Transaction (collectively, an "Order").

(c) Listing of Purchaser Shares. The Purchaser Shares shall have been approved for listing on the NYSE, subject to official notice of issuance.

5.2. Conditions to Obligations of Purchaser. The obligations of Purchaser to effect the Transaction are also subject to the satisfaction or waiver by Purchaser at or prior to the Closing of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of Seller set forth in Sections 3.1(d) (Ownership of Global, Holding and Company Shares), 3.1(g) (Ownership of Purchaser Common Stock), 3.2(b) (Capitalization) and 3.2(c)(ii) (Subsidiary Equity Interests) shall be true and correct in all material respects (A) on the date hereof and (B) at the Closing (except to the extent that such representation and warranty speaks only as of a particular date, in which case such representation and warranty shall be true and correct in all material respects as of such earlier date); (ii) the other representations and warranties of Seller set forth in this Agreement shall be true and correct (A) on the date hereof and (B) at the Closing (except to the extent that any such representation and warranty speaks only as of a particular date, in which case such representation and warranty shall be true and correct as of such earlier date); provided, however, that notwithstanding anything herein to the contrary, the condition set forth in this Section 5.2(a)(ii) shall be deemed to have been satisfied even if any representations

and warranties of Seller are not so true and correct unless the failure of such representations and warranties of the Company to be so true and correct (read for purposes of this Section 5.2(a) without any materiality or Company Material Adverse Effect qualification), individually or in the aggregate, has had or would reasonably be likely to have a Company Material Adverse Effect; and (iii) Purchaser shall have received at the Closing a certificate signed on behalf of Seller by an executive officer of Seller to the effect that the condition set forth in this Section 5.2(a) has been satisfied.

(b) Performance of Obligations of Seller. Seller shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing, and Purchaser shall have received a certificate signed on behalf of Seller by an executive officer to such effect with respect to obligations regarding itself, the Company and its Subsidiaries; provided, that this condition shall be deemed satisfied so long as any failures to perform obligations under this Agreement are not, individually or in the aggregate, significant in relation to the magnitude of the Transaction or to the parties' required efforts to obtain Governmental Consents.

(c) Governmental Consents. (i) All Governmental Consents, including those required to be obtained from any PUCs or similar foreign regulatory body regulating telecommunications business, but other than those described in Section 5.1(a)(i) and clause (ii) of this Section 5.2(c), the failure of which to make or obtain would, individually or in the aggregate, reasonably be likely to have a Purchaser Material Adverse Effect, shall have been made or obtained, and (ii) all Governmental Consents set forth on Schedule 5.2(c) of the Purchaser Disclosure Letter (such Governmental Consents, together with those Governmental Consents referenced in Section 5.1(a) and clause (i) of this Section 5.2(c), being the "Required Governmental Consents"). All Governmental Consents that have been obtained shall have been obtained without the imposition of any term, condition, restriction or consequence that would, individually or in the aggregate with all other terms, conditions, restrictions or consequences imposed as a requirement to obtain other Governmental Consents, reasonably be likely to have or result in a Regulatory Material Adverse Condition and all Required Governmental Consents shall have been obtained by Final Order. For the purpose of this Agreement, "Final Order" means an action, decision, or expiration of waiting period that has been granted as to which (A) no request for a stay or any similar request is pending, no stay is in effect, the action or decision has not been vacated, reversed, set aside, annulled or suspended and any deadline for filing such a request that may be designated by statute or regulation has passed; (B) no petition for rehearing or reconsideration or application for review is pending and the time for the filings of any such petition or application has passed; (C) no Governmental Entity has undertaken to reconsider the action on its own motion and the time within which it may effect such reconsideration has passed; and (D) no appeal is pending (including other administrative or judicial review) or in effect and any deadline for filing any such appeal that may be specified by statute or rule has passed, which in any such case (A), (B), (C) or (D) is reasonably likely to result in vacating, reversing, setting aside, annulling, suspending or modifying such action or decision (in the case of any modification in a manner that would impose any term, condition or consequence that would reasonably be expected to have or result in a Regulatory Material Adverse Condition).