

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **2000-12-29**
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SUBJECT COMPANY

TELECORP TRITEL HOLDING CO

CIK: **1113948** | IRS No.: **541988007**
Type: **SC 13D** | Act: **34** | File No.: **005-60045** | Film No.: **799581**
SIC: **3663** Radio & tv broadcasting & communications equipment

Mailing Address
1010 N GLEBE ROAD
SUITE 800
ARLINGTON VA 22201

Business Address
1010 N GLEBE ROAD
SUITE 800
ARLINGTON VA 22201
7032361100

FILED BY

VENTO GERALD T

CIK: **1130959**
Type: **SC 13D**

Mailing Address
C/O TELECORP PCS INC
1010 GLEBE ROAD SUITE 800
ARLINGTON VA 22201

Business Address
C/O TELECORP PCS INC
1010 N GLEBE ROAD SUITE
800
ARLINGTON VA 22201
7132361100

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

INFORMATION TO BE INCLUDED IN STATEMENTS
FILED PURSUANT TO RULE 13d-1(a) AND AMENDMENTS
THERE TO FILED PURSUANT TO RULE 13d-2(a)

Under the Securities Exchange Act of 1934
(Amendment No.)*

TeleCorp PCS, Inc. (formerly known as TeleCorp-Tritel Holding Company)

(Name of Issuer)

Class A Common Stock, \$0.01 par value per share

(Title of Class of Securities)

879300 10 1

(CUSIP Number)

Thomas H. Sullivan
TeleCorp PCS, Inc.
1010 N. Glebe Road
Suite 800
Arlington, VA 22201
(703) 236-1100

(Name, Address and Telephone Number of Person Authorized to Receive Notices and
Communications)

December 26, 2000

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box [].

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP NO. 879300 10 1

(Continued on following pages)

(Page 1 of 36 Pages)

SCHEDULE 13D

CUSIP No. 879300 10 1

Page 2 of 36 Pages

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
Gerald T. Vento

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions) (a) | | (b) | |

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)
OO

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS
2(d) or 2(e) | _ |

6 CITIZENSHIP OR PLACE OF ORGANIZATION
U.S.A.

7 SOLE VOTING POWER
4,257,590

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH

8 SHARED VOTING POWER
492,064

9 SOLE DISPOSITIVE POWER
4,257,590

10 SHARED DISPOSITIVE POWER
492,064

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
4,749,654

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
(See Instructions) | X |

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
2.7%

14 TYPE OF REPORTING PERSON (See Instructions)
IN

CUSIP No. 879300 10 1

Page 3 of 36 Pages

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
Thomas H. Sullivan

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions) (a) (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)
OO

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION
U.S.A.

	7	SOLE VOTING POWER 2,902,165
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8	SHARED VOTING POWER 492,064
	9	SOLE DISPOSITIVE POWER 2,902,165
	10	SHARED DISPOSITIVE POWER 492,064

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
3,394,229

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
(See Instructions)

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
1.9%

Gerald T. Vento and Thomas H. Sullivan originally filed a Schedule 13D on November 29, 2000, jointly with a group, of which members (identified in Schedule A hereto), are parties to a Stockholders' Agreement dated as of November 13, 2000, as amended (the "Stockholders' Agreement"). Mr. Vento and Mr. Sullivan have determined to file the Schedule 13D separately from the group.

ITEM 1. SECURITY AND ISSUER.

This statement on Schedule 13D ("Schedule 13D") relates to the class A voting commonstock, par value \$0.01 per share ("Class A Common Stock"), of TeleCorp PCS, Inc. (f/k/a TeleCorp-Tritel Holding Company), a Delaware corporation ("TeleCorp"). TeleCorp's principal executive office is: TeleCorp PCS, Inc., 1010 N. Glebe Road, Suite 800, Arlington, VA 22201. This Schedule 13D also relates to and can be viewed as an amendment to (i) the statement on Schedule 13D filed by certain persons or entities reporting pursuant to this Schedule 13D on July 28, 2000 (the "Initial Schedule 13D") with respect to the Class A Common Stock of TeleCorp Wireless, Inc. (f/k/a TeleCorp PCS, Inc.) ("TeleCorp Wireless"), which is a predecessor to TeleCorp.

ITEM 2. IDENTITY AND BACKGROUND.

The name and state of formation or citizenship, as applicable, of each person or entity reporting pursuant to this Schedule 13D (each, a "Reporting Person") is herein incorporated by reference to questions 1 and 6 on the cover page of each respective Reporting Person.

During the last five years, no Reporting Person has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

The information set forth in Item 4 of this Schedule 13D is hereby incorporated by reference herein.

ITEM 4. PURPOSE OF TRANSACTION.

TeleCorp Wireless, Tritel and AT&T Wireless Services, Inc. ("AWS") entered into an Agreement and Plan of Reorganization and Contribution (the "Reorganization Agreement"), dated as of February 28, 2000. On November 13, 2000, the parties to the Reorganization Agreement consummated the transactions contemplated thereby and TeleCorp Wireless and Tritel combined through a merger of each of TeleCorp Wireless and Tritel into a separate, wholly-owned subsidiary of TeleCorp and simultaneous exchange of capital stock by stockholders of each of TeleCorp Wireless and Tritel for capital stock of TeleCorp (the "Merger"). Each Reporting Persons' acquisition of Class A Common Stock through the exchange was necessary to facilitate the merger of TeleCorp Wireless and Tritel.

This filing is being made, in part, in connection with the acquisition of Class A Common Stock by each Reporting Person through such Reporting Person's exchange of Class A Voting Common Stock of TeleCorp Wireless and/or Tritel upon the consummation of the Merger.

In addition, AT&T Wireless PCS, LLC ("AT&T Wireless"), who may be deemed a member of the Group (as defined in Item 5), in respect of the Reorganization Agreement, acquired 9,272,740 Shares of Class A Common Stock in exchange for its contribution to TeleCorp of (i) the right to purchase certain wireless rights and commitments in the Midwestern United States, (ii) cash of approximately \$20 million and (iii) a two-year extension of the AT&T network membership license agreement, through July 2005, which will include all of the people covered by the licenses owned by TeleCorp.

On December 26, 2000, AT&T Wireless entered into an Equity Purchase Agreement with Mr. Vento and Mr. Sullivan (the "Equity Purchase Agreement"). The Equity Purchase Agreement, which is dated as of December 22, 2000, provides for AT&T Wireless to purchase 1,339,602 shares of Class A Common Stock, 490 shares of Series C Preferred Stock and 6,540 shares of Series E Preferred Stock from Mr. Vento, and 896,064 shares of Class A Common Stock, 108 shares of Series C Preferred Stock and 4,009 shares of Series E Preferred Stock from Mr. Sullivan, in each case at a purchase price of \$21.00 per share, payable in cash or marketable securities. The Equity Purchase Agreement also provides that the closing of such purchase and sale will occur, subject to the receipt of regulatory approvals and the fulfillment or waiver of other conditions, on the earlier of January 2, 2002 and three business days following notice from AT&T Wireless. In a simultaneous and related transaction to the Equity Purchase Agreement and the Put Rights Agreement, Messrs. Vento and Sullivan entered into a series of equity purchase agreements to sell their interests in several privately held corporations and limited liability companies which own personal communications licenses issued by the Federal Communication Commission for additional substantial consideration. The Equity Purchase Agreement is Exhibit 10.5 hereto and is incorporated herein by reference.

In connection with the Equity Purchase Agreement, on December 26, 2000, AT&T Wireless entered into a Put Rights Agreement with Gerald T. Vento and Thomas H. Sullivan (the "Put Rights Agreement"). Under the Put Rights Agreement, which is dated as of December 22, 2000, Messrs. Vento and Sullivan have the

right to require AT&T Wireless to purchase up to 2,917,988 shares and 2,003,901 shares, respectively, which they currently own of Class A Common Stock at a purchase price equal to the lesser of \$18.30 and the 20-trading day average closing price of the Class A Common Stock at the time of the purchase and sale, payable in cash or marketable securities. This right is exercisable from August 1, 2003 through July 31, 2005. However, if the average closing price of the Class A Common Stock is \$16.30 or more during any 20-trading day period before July 31, 2004, the exercise period will expire on July 31, 2004, and if the average closing price of the Class A Common Stock is \$16.30 or more during any 20-trading day period after July 31, 2004 but before July 31, 2005, the exercise period will expire ten days after the end of such 20-trading day period. The Put Rights Agreement is Exhibit 10.6 hereto and is incorporated herein by reference.

Except as set forth above, the Reporting Persons do not have any plans or proposals that relate to or would result in any of the matters referred to in items (a) through (j) of Item 4 of Schedule 13D.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a)-(b) The response of each Reporting Person to Items 7 through 13 on each of their respective cover pages which relate to the beneficial ownership of the Class A Common Stock of TeleCorp is incorporated herein by reference. All responses are given as of November 13, 2000. The responses are based on an outstanding number of shares of Class A Common Stock of 178,557,679, the outstanding number of shares of Class A Common Stock of TeleCorp as of November 13, 2000.

The Reporting Persons are parties to a Stockholders' Agreement dated as of November 13, 2000, as amended (the "Stockholders' Agreement"), pursuant to which such Reporting Persons have agreed, among other things, to vote for certain nominees to TeleCorp's Board of Directors, and as such they along with the persons identified on Schedule A hereto and AT&T Wireless may be deemed to be part of a "group" for purposes of Section 13 of the Securities Exchange Act of 1934, as amended, whose members collectively hold more than 5% of TeleCorp's Class A Common Stock (a "Group").

Each Reporting Person disclaims membership in any Group and disclaims beneficial ownership of any shares of stock held by any of the other parties to the Stockholders' Agreement or any member of a Group that might be attributed to them by reason of the Stockholders' Agreement. The filing of this Schedule 13D shall not be construed as an admission that the Reporting Person is the beneficial owner of such shares or that the Reporting Person and any of such other stockholders' constitute such a person or group. Each Reporting Person is not responsible for the accuracy of any information filed in this Schedule 13D relating to any Reporting Person other than itself and its related persons or entities.

Additional information regarding the beneficial ownership of each Reporting Person is listed below.

Gerald T. Vento, Chief Executive Officer of TeleCorp

The shares beneficially held by Mr. Vento consist of 492,064 shares of Class A Common Stock held by TeleCorp Investment Corp. II, L.L.C. and 4,257,590 shares of Class A Common Stock held by Mr. Vento. Mr. Vento serves as a manager and is a member of TeleCorp Investment Corp. II, L.L.C. Mr. Vento disclaims beneficial ownership of all of the shares of TeleCorp stock held by TeleCorp Investment Corp. II, L.L.C. Mr. Vento's business address is c/o TeleCorp PCS, Inc., 1010 N. Glebe Road, Arlington, VA 22201.

Thomas H. Sullivan, Executive Vice President and Chief Financial Officer of TeleCorp

The shares beneficially held by Mr. Sullivan consist of 492,064 shares of Class A Common Stock held by TeleCorp Investment Corp. II, L.L.C., 2,899,965 shares of Class A Common Stock held by Mr. Sullivan, and 2,200 shares of Class A Common Stock held by Mr. Sullivan's spouse. Mr. Sullivan serves as a manager and is the manager of a member of TeleCorp Investment Corp. II, L.L.C. and disclaims beneficial ownership of all of the shares of TeleCorp stock held by TeleCorp Investment Corp II, L.L.C. and his spouse. Mr. Sullivan's business address is c/o TeleCorp PCS, Inc., 1010 N. Glebe Road, Arlington, VA 22201.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Stockholders' Agreement. The Reporting Persons and the parties listed on Schedule A hereto are parties to the Stockholders' Agreement. The following description of the Stockholders' Agreement is qualified in its entirety by reference to the Stockholders' Agreement (which is attached as an exhibit hereto and incorporated herein by reference) and the detailed description of the Stockholders' Agreement contained in the TeleCorp's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on June 20, 2000.

Pursuant to the terms of the Stockholders' Agreement, each of the parties thereto has agreed to vote all of the shares of Class A Common Stock and Voting Preference Stock to cause the election of fourteen individuals (two of whom have only one-half vote) to the TeleCorp's board, including:

(i) Mr. Vento and Mr. Sullivan, so long as each remains an officer of TeleCorp and the Management Agreement between the TeleCorp and TeleCorp Management Corp. remains in effect;

(ii) two individuals selected by holders of a majority in interest of the Class A Common Stock beneficially owned by certain of TeleCorp Wireless' initial investors other than AT&T Wireless;

(iii) two individuals selected by holders of a majority in interest of the Class A Common Stock beneficially owned by certain of Tritel's initial investors other than AT&T Wireless;

(iv) two individuals selected by AT&T Wireless in its capacity as the holder of the TeleCorp's Series A Convertible Preferred Stock and Series B Convertible Preferred Stock so long as AT&T Wireless has the right to designate each such director in accordance with the TeleCorp's amended and restated certificate of incorporation, as amended; and

(v) six individuals designated by the holders of Voting Preference Common Stock, which include (1) one individual who must be reasonably acceptable to AT&T Wireless; (2) two individuals who will be Mr. E.B. Martin, Jr. and Mr. William Mounger, II, so long as each remains an officer and employee of the TeleCorp, or two individuals who must be reasonably acceptable to Mr. Martin and Mr. Mounger, each individual in each case having one-half vote on all matters requiring a vote of the board of directors; and (3) three individuals who must be reasonably acceptable to holders of a majority in interest of Class A Common Stock beneficially owned by AT&T Wireless, on the one hand, and the initial investors of TeleCorp Wireless and Tritel, on the other hand, so long as such initial investors remain entitled to designate at least two directors, or, if they are not so entitled, by the remaining board of directors.

In addition to providing for the designation of the initial fourteen members of the board of directors, the Stockholders' Agreement provides for certain limitations on the designation of members of the board of directors as follows:

In the event that Mr. Martin ceases to be an officer or employee of the TeleCorp, Mr. Martin will resign or be removed from the board of directors, and in the event that Mr. Mounger ceases to be an officer or employee of the TeleCorp and either the number of shares of common stock beneficially owned by Mr. Mounger and Mr. Martin falls below seventy percent of the number of shares of the TeleCorp common stock beneficially owned by them on the date of closing of the consummation of the Reorganization Agreement, or two years elapse from the date of the closing of the consummation of the Reorganization Agreement, Mr. Mounger will resign or be removed from the board of directors. Following the first resignation or removal of either Mr. Martin or Mr. Mounger, the board of directors will be reduced by one, the remaining individual board of director's seat will have one vote on all matters requiring vote of the board of directors, and any nominated director requiring the approval of Mr. Martin and Mr. Mounger will only require the approval of whoever remains as director. In the event that neither Mr. Martin nor Mr. Mounger remains on the board of directors, the number of directors designated by the holders of the voting preference common stock who require approval by Mr. Martin and Mr. Mounger will be reduced to zero, and the number of directors designated by the holders of the Voting Preference Stock and acceptable to holders of a majority in interest of Class A Common Stock beneficially owned by AT&T Wireless, on the one hand, and initial TeleCorp Wireless and Tritel investors other than AT&T Wireless, on the other hand, will be increased to four.

In the event that Mr. Vento or Mr. Sullivan shall cease to be an officer of the TeleCorp, or the management agreement between the TeleCorp and TeleCorp

Management Corp. ceases to be in full force and effect, Mr. Vento or Mr. Sullivan, as applicable, will resign or be removed from the board of directors and the holders of the Voting Preference Stock will select a replacement or replacements who must be acceptable to a majority in interest of the initial TeleCorp Wireless and Tritel investors other than AT&T Wireless, in its sole discretion. In the event that AT&T Wireless ceases to be entitled to designate directors, the director or directors elected by AT&T Wireless will resign or be removed from the board of directors and the remaining directors will take action so that the number of directors constituting the entire board of directors will be reduced accordingly.

The number of directors the initial TeleCorp Wireless and Tritel investors other than AT&T Wireless will be permitted to designate will be reduced when the number of shares of common stock beneficially owned by the initial TeleCorp Wireless and Tritel investors other than AT&T Wireless on a fully diluted basis falls below:

(i) 85% of the number of shares of common stock beneficially owned by such investors as of the consummation of the Reorganization Agreement;

(ii) 70% of the number of shares of common stock beneficially owned by such investors as of the consummation of the Reorganization Agreement;

(iii) 60% of the number of shares of common stock beneficially owned by such investors as of the consummation of the Reorganization Agreement;

(iv) 50% of the number of shares of common stock beneficially owned by such investors as of the consummation of the Reorganization Agreement;

such that the initial TeleCorp Wireless and Tritel investors other than AT&T Wireless in both TeleCorp Wireless and Tritel will be permitted to designate three, two, one and zero directors, respectively; provided, however, that the reductions in the board of directors may not take place or may be delayed if certain initial TeleCorp Wireless and Tritel investors other than AT&T Wireless hold or maintain a specified percentage of common stock as set forth in the Stockholders' Agreement.

In each instance in which the number of directors the initial TeleCorp Wireless and Tritel investors other than AT&T Wireless are entitled to designate is reduced, the director designated by the initial TeleCorp Wireless and Tritel investors other than AT&T Wireless beneficially owning the smallest percentage of shares of common stock then owned by any of the initial TeleCorp Wireless and Tritel investors other than AT&T Wireless whose designees then remain as directors designated will resign or be removed from the board of directors and the size of the board of directors will be reduced accordingly. In the event that either: (i) the number of directors the initial TeleCorp Wireless and Tritel investors other than AT&T Wireless are entitled to designate falls below

two or (ii) both of the initial TeleCorp Wireless and Tritel investors other than AT&T Wireless entitled to designate the last two directors that initial TeleCorp Wireless and Tritel investors other than AT&T Wireless may designate cease to beneficially own at least 75% of the number of shares of common stock beneficially owned by them as of the consummation of the Reorganization Agreement, the initial TeleCorp Wireless and Tritel investors other than AT&T Wireless will no longer be entitled to approve any designation of directors nor approve any director that replaces Mr. Vento or Mr. Sullivan on the board of directors.

The Stockholders' Agreement restricts the sale, transfer or other disposition of capital stock, such as by giving rights of first offer and tag along rights and also provides for demand and "piggyback" registration rights.

If one of the stockholders who is a party to the Stockholders' Agreement desires to transfer any or all of its shares of common stock, other than Voting Preference Stock and Class C Common Stock, the selling stockholder must first give written notice to the TeleCorp and: (i) if the selling stockholder is one of the initial TeleCorp Wireless and Tritel investors other than AT&T Wireless or any other stockholder who is a party to the Stockholders' Agreement, to AT&T Wireless and (ii) if the selling stockholder is AT&T Wireless, to every other initial TeleCorp Wireless and Tritel investor that is a party to the Stockholders' Agreement.

The stockholders who receive notice from the selling stockholders may acquire all, but not less than all, of the shares offered to be sold at the price offered by the selling stockholder. If none of the stockholders opts to purchase the shares of the selling stockholder, the selling stockholder can sell its shares to any other person on the same terms and conditions as originally offered to the stockholders. The right of first offer does not apply to the TeleCorp's repurchase of any shares of its Class A Voting Common Stock or Class E Preferred Stock from one of its employees in connection with the termination of the employee's employment with the TeleCorp.

A stockholder subject to the Stockholders' Agreement may not transfer 25% (on a fully diluted basis as calculated under the Stockholders' Agreement) or more of any of the shares of stock, whether alone or with other stockholders or whether in one transaction or a series of transactions, unless the proposed transfer includes an offer to AT&T Wireless, the initial TeleCorp Wireless and Tritel investors other than AT&T Wireless and Mr. Vento and Mr. Sullivan to join in the transfer in accordance with the procedures included in the Stockholders' Agreement regarding the inclusion of other stockholders in the proposed transfer.

Stockholders who are parties to the Stockholders' Agreement also have certain demand and piggyback registration rights. In some circumstances, such stockholders may demand that the TeleCorp register some or all of their securities with the SEC under the Securities Act of 1933. Also, if the TeleCorp proposes to register any shares of its Class A Common Stock or securities convertible into or exchangeable for Class A Common Stock with the SEC under the Securities Act of 1933, the TeleCorp must notify stockholders party to the

Stockholders' Agreement of the TeleCorp's intention to do so, and such stockholders may include in the registration their shares of Class A Common Stock or securities convertible into or exchangeable for Class A Common Stock, subject to certain cutback provisions based on limitations on the number of shares that may be offered as determined by the underwriters in the offering.

Furthermore, in the Stockholders' Agreement, each party agrees not to effect any public sale or distribution of Class A Common Stock or a similar security, or any securities convertible into or exchangeable or exercisable for such securities, including a sale pursuant to Rule 144, Rule 145 or Rule 144A under the Securities Act of 1933 during the 90 day period beginning on the effective date of the Merger, and additionally during such period commencing upon the filing of the registration statement for the offering described in the next paragraph (provided that the registration statement for such offering is filed within 60 days of the effective date of the Merger) and continuing so long as the TeleCorp is using commercially reasonable efforts to pursue such registration until such registration becomes effective, and for such additional period of time as is reasonably requested by the managing underwriter(s) of the offering described in the next paragraph, unless such sale or distribution is effected through the offering described in the next paragraph.

In the Stockholders' Agreement, the TeleCorp agrees to use commercially reasonable efforts to file a registration statement giving rise to a piggyback registration relating to the Class A Common Stock within 60 days of the effective date of the Merger and have such registration statement declared effective within 150 days of the effective date of the Merger; provided, however, that the TeleCorp has agreed to include no more than 50% of newly issued shares in such offering, or \$150 million, up to the first \$300 million registered in such offering and thereafter no more than the 30% of the incremental shares registered by the TeleCorp as primary for offerings over and above \$300 million.

In addition to the approval of the TeleCorp's senior lenders, the terms of the Stockholders' Agreement may be amended only if agreed to in writing by the TeleCorp and the beneficial holders of a majority of the Class A Common Stock party to the Stockholders' Agreement, including AT&T Wireless, 66 2/3% of the Class A Common Stock beneficially owned by the initial TeleCorp Wireless and Tritel investors other than AT&T Wireless, and 66 2/3% of the Class A Common Stock beneficially owned by Mr. Vento and Mr. Sullivan.

The stockholders' agreement will terminate upon the earliest to occur of: (i) the receipt of the written consent of each party, (ii) July 17, 2009 and (iii) the date on which a single stockholder beneficially owns all of the outstanding shares of Class A Common Stock.

Right of First Refusal Side Letter Agreement. On November 13, 2000, AT&T Wireless entered into letter agreements with each of Mr. Vento and Mr. Sullivan (each, a "Management Stockholder"), pursuant to which each Management Stockholder agreed to certain restrictions on transfer on such Management Stockholder's shares of Voting Preference Stock, Class C Common Stock and Class D Common Stock of TeleCorp. Among other things, each Management Stockholder

agreed that he would not transfer any such shares without first offering such shares to AT&T Wireless on the same price and terms. The letter agreements provide that such rights of first refusal are applicable to certain pledges of such shares as well as other transfers. The letter agreements provide that any purchase by AT&T Wireless pursuant to such rights of first refusal may, at AT&T Wireless' option, be made in cash or shares of AT&T Wireless Group Tracking Stock, at the option of AT&T Wireless. The letter agreements were to have expired on July 17, 2003.

On December 26, 2000, the parties to the letter agreements amended (as of December 22, 2000) the same to provide that before either of Mr. Vento or Mr. Sullivan may transfer any Voting Preference Stock, Class C Common Stock or Class D Common Stock of the Issuer to another person, he must first offer such shares to AT&T PCS at the lesser of (a) the same price at which he would transfer such shares to the other person or (b) the average closing price of the Issuer's Class A Common Stock for a five-day period preceding such offer. The letter agreements were also amended to remove the termination dates so that they do not expire. The amendments to the letter agreements are Exhibits 10.7 and 10.8 hereto and are incorporated herein by reference.

Management Agreement. Under a three year Management Agreement dated November 1, 2000, TeleCorp Management Corp. assists TeleCorp with various services and provides the services of Mr. Vento and Mr. Sullivan in connection with the performance of TeleCorp Management Corp.'s obligations under the Management Agreement. Certain shares of TeleCorp's Class A Common Stock and Series E Preferred Stock held by Mr. Vento and Mr. Sullivan are subject to vesting under the Management Agreement. Mr. Vento and Mr. Sullivan currently have the right to vote all of the shares of TeleCorp Capital Stock held by them which have voting rights. However, TeleCorp is obligated to repurchase from Mr. Vento and Mr. Sullivan, and they are required to sell to TeleCorp, following the termination of the Management Agreement for any reason, up to an aggregate of 5,764,595 shares of Class A Common Stock and up to an aggregate of 18,219 shares of Series E Preferred Stock held collectively by Mr. Vento and Mr. Sullivan that have not yet vested.

Equity Purchase and Put Agreements. See Item 4 above with respect to the Equity Purchase Agreement, the Put Rights Agreement and certain related matters, the descriptions of which are herein incorporated by reference to Item 4.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Exhibit

Document

2.1 Agreement and Plan of Reorganization and Contribution, dated as of February 28, 2000, among TeleCorp PCS Inc. (TeleCorp I), Tritel, Inc. and AT&T Wireless Services, Inc. (incorporated by reference to TeleCorp Wireless' Form 8-K (File No. 000-27901), filed with the SEC on March 15, 2000).

3.1 Amended and Restated Certificate of Incorporation, TeleCorp PCS, Inc. (f/k/a TeleCorp-Tritel Holding Company) (incorporated by

reference to TeleCorp's Registration Statement on Form S-8 (File No. 333-49792), filed with the SEC on November 13, 2000).

- 3.2 Certificate of Amendment of Certificate of Incorporation of TeleCorp PCS, Inc. (incorporated by reference to the Issuer's Form 8-K (File No. 333-36954), filed with the SEC on November 13, 2000).
- 10.1 Stockholders' Agreement, dated as of November 13, 2000, by and among AT&T Wireless PCS, LLC, Cash Equity Investors, Management Stockholders and other Stockholders identified therein, and TeleCorp PCS, Inc. (incorporated by reference to TeleCorp's Form 8-K (File No. 333-36954), filed with the SEC on November 13, 2000).
- 10.2 Letter Agreement by and between AT&T Wireless Services, Inc. and Gerald T. Vento dated November 13, 2000 (incorporated by reference to the TeleCorp PCS, Inc. Schedule 13D filed by AT&T Corp. (File No. 00558279), filed with the SEC on November 27, 2000).
- 10.3 Letter Agreement by and between AT&T Wireless Services, Inc. and Thomas H. Sullivan dated November 13, 2000 (incorporated by reference to the TeleCorp PCS, Inc. Schedule 13D filed by AT&T Corp. (File No. 00558279), filed with the SEC on November 27, 2000).
- 10.4 Management Agreement by and between TeleCorp Management Corp. and TeleCorp PCS, Inc., dated as of November 13, 2000 (incorporated by reference to the TeleCorp PCS, Inc. Schedule 13D filed by Thomas H. Sullivan individually and as part of a group (File No. 00558279), filed with the SEC on November 13, 2000).
- 10.5 Equity Purchase Agreement, dated as of December 22, 2000, among Gerald T. Vento, Thomas H. Sullivan and AT&T Wireless Services, Inc. (filed herewith).
- 10.6 Put Rights Agreement, dated as of December 22, 2000, among Gerald T. Vento, Thomas H. Sullivan and AT&T Wireless Services, Inc. (filed herewith).
- 10.7 Amendment dated as of December 22, 2000 to Letter Agreement between AT&T Wireless Services, Inc. and Gerald T. Vento (filed herewith).
- 10.8 Amendment dated as of December 22, 2000 to Letter Agreement between AT&T Wireless Services, Inc. and Thomas H. Sullivan (filed herewith).
- 99 Agreement to file this Schedule 13D, dated December 29, 2000.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

December 29, 2000
(Date)

/s/ Thomas H. Sullivan

(Signature)

December 29, 2000
(Date)

/s/ Gerald T. Vento

(Signature)

EXHIBIT INDEX

Exhibit	Document
2.1	Agreement and Plan of Reorganization and Contribution, dated as of February 28, 2000, among TeleCorp PCS Inc. (TeleCorp I), Tritel, Inc. and AT&T Wireless Services, Inc. (incorporated by reference to TeleCorp Wireless' Form 8-K (File No. 000-27901), filed with the SEC on March 15, 2000).
3.1	Amended and Restated Certificate of Incorporation, TeleCorp PCS, Inc. (f/k/a TeleCorp-Tritel Holding Company) (incorporated by reference to TeleCorp's Registration Statement on Form S-8 (File No. 333-49792), filed with the SEC on November 13, 2000).
3.2	Certificate of Amendment of Certificate of Incorporation of TeleCorp PCS, Inc. (incorporated by reference to the Issuer's Form 8-K (File No. 333-36954), filed with the SEC on November 13, 2000).

- 10.1 Stockholders' Agreement, dated as of November 13, 2000, by and among AT&T Wireless PCS, LLC, Cash Equity Investors, Management Stockholders and other Stockholders identified therein, and TeleCorp PCS, Inc. (incorporated by reference to TeleCorp's Form 8-K (File No. 333-36954), filed with the SEC on November 13, 2000).
- 10.2 Letter Agreement by and between AT&T Wireless Services, Inc. and Gerald T. Vento dated November 13, 2000 (incorporated by reference to the TeleCorp PCS, Inc. Schedule 13D filed by AT&T Corp. (File No. 00558279), filed with the SEC on November 27, 2000).
- 10.3 Letter Agreement by and between AT&T Wireless Services, Inc. and Thomas H. Sullivan dated November 13, 2000 (incorporated by reference to the TeleCorp PCS, Inc. Schedule 13D filed by AT&T Corp. (File No. 00558279), filed with the SEC on November 27, 2000).
- 10.4 Management Agreement by and between TeleCorp Management Corp. and TeleCorp PCS, Inc., dated as of November 1, 2000 (incorporated by reference to the TeleCorp PCS, Inc. Schedule 13D filed by Thomas H. Sullivan individually and part of a group (File No. 00558279, filed with the SEC on November 13, 2000).
- 10.5 Equity Purchase Agreement, dated as of December 22, 2000, among Gerald T. Vento, Thomas H. Sullivan and AT&T Wireless Services, Inc. (filed herewith).
- 10.6 Put Rights Agreement, dated as of December 22, 2000, among Gerald T. Vento, Thomas H. Sullivan and AT&T Wireless Services, Inc. (filed herewith).
- 10.7 Amendment dated as of December 22, 2000 to Letter Agreement between AT&T Wireless Services, Inc. and Gerald T. Vento (filed herewith).
- 10.8 Amendment dated as of December 22, 2000 to Letter Agreement between AT&T Wireless Services, Inc. and Thomas H. Sullivan (filed herewith).
- 99 Agreement to file this Schedule 13D, dated December 29, 2000.

Schedule A

REPORTING PERSONS WHO ARE PARTIES TO THE STOCKHOLDERS' AGREEMENT

1. CB Capital Investors, LLC
2. Private Equity Investors III, L.P.
3. Equity-Linked Investors-II
4. Hoak Communications Partners, L.P.
5. HCP Capital Fund, L.P.
6. J. H. Whitney III, L.P.
7. Whitney Strategic Partners III, L.P.
8. Whitney Equity Partners, L.P.
9. Media/Communications Partners III Limited Partnership
10. Media/Communications Investors Limited Partnership
11. Northwood Capital Partners
12. Northwood Ventures
13. OneLiberty Fund III, L.P.
14. OneLiberty Fund IV, L.P.
15. OneLiberty Advisors Fund IV, L.P.
16. Gilde Investment Fund, B.V.
17. TeleCorp Investment Corp., L.L.C.
18. TeleCorp Investment Corp. II, L.L.C.
19. Toronto Dominion Investments, Inc.
20. Wireless 2000 LLC
21. Gerald T. Vento
22. Thomas H. Sullivan
23. Trillium PCS, LLC
24. Dresdner, Kleinwort Benson Private Equity Partners, LP
25. Triune PCS, LLC
26. J.G. Funding, LLC
27. Saunders Capital Group, LLC
28. Mon-Cre Wireless, Inc.
29. Ragland Wireless, Inc.
30. Cablevision Services, Inc.
31. Hayneville Wireless, Inc.
32. Moundville Communications, Inc.
33. James E. Campbell
34. William Mounger, II
35. E.B. Martin, Jr.
36. CIHC, Incorporated

EQUITY PURCHASE AGREEMENT

(for TeleCorp Shares)

This EQUITY PURCHASE AGREEMENT, dated as of December 22, 2000, among Gerald T. Vento ("Vento") and Thomas H. Sullivan ("Sullivan" and, together with Vento, the "Sellers") and AT&T Wireless Services, Inc, a Delaware corporation (the "Buyer").

Whereas, the Sellers in the aggregate own, in the amounts set forth opposite their names on Schedule I, shares (the "TeleCorp Shares") of capital stock of TeleCorp PCS, Inc, ("TeleCorp"), and the Buyer wishes to purchase the same.

Now, therefore, the parties agree as follows:

Definitions

"Affiliate" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with that Person. For purposes of this definition, "control" (including the terms "controlling" and "controlled") means the power to direct or cause the direction of the management and policies of a Person, directly or indirectly, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

"Average Last Trade Price" means the average last sale price for the 20 consecutive trading days ending three trading days immediately before later of (i) the day that the Qualifying Stock Notice is given to the Sellers and (ii) the day that is 20 calendar days before the Second Closing (such later day, the "Price Day"), which price shall be adjusted as appropriate for stock splits, stock dividends, recapitalizations, mergers and similar transactions and for ex-dividend trading.

"Buyer" has the meaning set forth in the Preamble.

"Consent" means any consent and approval of a Governmental Authority or other third party necessary to authorize, approve or permit the parties hereto to consummate the Transactions and for the Buyer to operate its business after the closing of the Transactions.

"Courts" has the meaning set forth in Section 4(g).

"FCC" means the Federal Communications Commission or similar regulatory authority established in replacement thereof.

"FCC Law" means the Communications Act of 1934, as amended, including as amended by the Telecommunications Act of 1996, and the rules, regulations and policies promulgated thereunder.

"Governmental Authority" means a Federal, state or local court, legislature, governmental agency (including, without limitation, the United States Department of Justice), commission or regulatory or administrative authority or instrumentality.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Law" means applicable common law and any statute, ordinance, code or other law, rule, permit, permit condition, regulation, order, decree, technical or other standard, requirement or procedure enacted, adopted, promulgated, applied or followed by any Governmental Authority.

"license" means a license, permit, certificate of authority, waiver, approval, certificate of public convenience and necessity, registration or other authorization, consent or clearance to construct or operate a facility, including any emissions, discharges or releases therefrom, or to transact an activity or business, to construct a tower or to use an asset or process, in each case issued or granted by a Governmental Authority.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest, right of first refusal or right of others therein, or encumbrance of any nature whatsoever in respect of such asset, except for a Lien created by this Agreement, a Lien in favor of the Buyer or any Affiliate thereof or a Lien arising out of the Securities Act of 1933, as amended.

"Material Adverse Effect" means a material adverse effect on the business, financial condition, assets, liabilities or results of operations of the Person specified.

"Person" means an individual, corporation, partnership, limited liability company, association, joint stock company, Governmental Authority, business trust, unincorporated organization, or other legal entity.

"Purchase Price" means \$21.00 per TeleCorp Share.

"Qualifying Stock" means any duly authorized, validly issued, fully paid and non-assessable equity security of a class that (i) is listed on the New York Stock Exchange, the American Stock Exchange or the NASDAQ National Market, (ii) traded every day during the 20 consecutive trading day-period preceding the Price Day, and had average daily trading volume during that period of at least

2,000,000 shares and an Average Last Trade Price of at least \$10 per share, (iii) has been duly authorized and validly issued and is fully paid and nonassessable and (v) either (A) the resale thereof is the subject of an effective registration statement or (B) such Qualifying Stock is not a "restricted security" as defined in Rule 144 under the Securities Act of 1933, as amended and, to the best of Buyer's knowledge the Seller is not an Affiliate of the issuer of the Qualifying Stock (except by virtue of Seller's ownership of such issuer's stock).

"Qualifying Stock Notice" has the meaning set forth in Section 2(ii).

"Related Person" means, with respect to any Person, such Person's spouse, parents, siblings and children and such Person's spouse's parents, siblings and children.

"Sellers" has the meaning set forth in the Preamble.

"Sullivan" has the meaning set forth in the Preamble.

"Tax" or "Taxes" means any Federal, state, local or foreign tax, fee or other like assessment or charge of any kind, including any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, value-added, transfer, franchise, profits, license, withholding on amounts paid by the taxpayer, payroll, employment, excise, severance, stamp, capital stock occupation, property, environmental or windfall tax, premium, custom, duty or other tax of any kind whatsoever, including any interest, penalty or addition thereto.

"TeleCorp" has the meaning set forth in the recitals.

"TeleCorp Shares" has the meaning set forth in the recitals.

"TeleCorp Management Agreement" means that certain Management Agreement dated as of November 1, 2000 between TeleCorp Management Corp., Inc. and TeleCorp.

"TeleCorp Stockholders Agreement" means that certain Stockholders' Agreement dated as of November 13, 2000 by and among BUYER, TeleCorp and the other TeleCorp stockholders named therein.

"Transactions" means the transactions contemplated by this Agreement.

"Vento" has the meaning set forth in the Preamble.

Purchase and Sale

Upon the terms and subject to the conditions hereof, the closing of the Transactions (the "Closing") shall take place at the offices of Friedman Kaplan Seiler & Adelman LLP, 875 Third Avenue, New York, New York at 10:00 a.m. local time on the earlier of (x) January 2, 2002 and (y) three business days following notice from the Buyer, but no earlier than the fifth business day following the

date of receipt or waiver of the last Consent required by Section 5(a), or at such other place and/or time and/or on such other date as the parties may agree or as may be necessary to permit the fulfillment or waiver of the conditions set forth in Section 5 (the "Closing Date").

At the Closing, subject to the conditions hereof, (A) the Sellers shall sell the TeleCorp Shares to the Buyer by delivering to the Buyer one or more certificates representing in the aggregate the TeleCorp Shares, accompanied by stock powers duly executed in blank, and (B) the Buyer shall buy the TeleCorp Shares from the Sellers by delivering to the Sellers the Purchase Price for each TeleCorp Share delivered to the Buyer at the Closing, payable at the option of the Buyer in any combination of cash by wire transfer of immediately available funds, or subject to the written notice (the "Qualifying Stock Notice") by the Buyer at least twenty (20) calendar days prior to the Closing, Qualifying Stock valued at its Average Last Trade Price before the Closing.

The parties shall execute and deliver or cause to be executed and delivered all other documents, instruments, and certificates contemplated by this Agreement to be delivered at the Closing or necessary and appropriate in order to consummate the Transactions contemplated to be consummated at the Closing.

Closing Conditions

The obligation of the Buyer to consummate the Transactions contemplated to occur at the Closing shall be conditioned on the following, unless waived by the Buyer:

Regulatory Approvals

The obligation of each of the parties to consummate the transactions contemplated to occur at the Closing shall be subject to the condition precedent that all required Consents, if any, from any Governmental Authority shall have been obtained by final non-appealable order. If any regulatory approval is required for the Closing, an application for such regulatory approval shall be filed no later than January 31, 2001 and the Closing with respect thereto shall occur at the time provided in Section 2. If such approvals are denied by a final non-appealable order, or are not obtained before January 2, 2002, then notwithstanding the lack of a final non-appealable order, Buyer shall pay to the Sellers the Closing Price on January 2, 2002 and thereafter the Sellers shall transfer the TeleCorp Shares that were to have been transferred at the Closing to a trust created for that purpose within five business days following the receipt of all required regulatory approvals therefor (and the Sellers shall use their reasonable best efforts to assist in obtaining such approvals). As used herein, "final non-appealable order" when referring to an order of the FCC shall mean a preliminary grant which is not reversed, stayed, enjoined, set aside, annulled, or suspended within the deadline, if any, provided by applicable statute or regulation, and with respect to which no timely request for stay, motion or petition for reconsideration or rehearing, application or request for review, or notice of appeal or other judicial petition for review is pending,

and as to which the time for filing any such request, motion, petition, application, appeal, or notice, and for the entry of an order staying, reconsidering, or reviewing on the FCC's or other regulatory authority's own motion, has expired and which preliminary grant is not subject to conditions that in the aggregate would have a material adverse effect on the Buyer.

(b) Title, Liens, etc.

The obligation of the Buyer to consummate the transactions contemplated to occur at the Closing shall be subject to the condition (unless waived by the Buyer) that each Seller transferring TeleCorp Shares (i) is the sole beneficial and record owner thereof and has good and marketable title thereto free and clear of all Liens and (ii) has full power and authority to sell the TeleCorp Shares without conflict with the terms of any material agreement, law, order or instrument binding upon him. Each Seller shall deliver a written certification that the foregoing sentence is true on the Closing Date together with such customary instruments of assignment with respect to the transfers as the Buyer shall reasonably request, including certificates evidencing the TeleCorp Shares, accompanied by stock powers duly executed in blank, .

Notwithstanding anything in Section 5(b) to the contrary, the Buyer shall be obligated to consummate the transactions contemplated to occur at the Closing regardless of (A) the bankruptcy of TeleCorp that results in the cancellation of any TeleCorp Shares or (B) a default or an "event of default" under an agreement for borrowed money that results in any TeleCorp Shares being foreclosed upon by the Buyer or any of its respective Affiliates, provided such bankruptcy, default or foreclosure is not:

(x) the result of fraud, knowing and willful misconduct or bad faith by a Seller or an Affiliate of a Seller, or

(y) due to a willful and knowing breach by a Seller or an Affiliate of a Seller under any Approved Instrument;

and further provided that if a Seller or an Affiliate of a Seller or a Related Person of a Seller directly or indirectly derives any value arising out of TeleCorp Shares so cancelled or foreclosed, then such value shall be transferred to the Buyer as a condition precedent to the payment of the Purchase Price at the Closing.

As used herein, "Approved Instrument" means the organizational documents of TeleCorp or any agreement to which TeleCorp, a Seller or an Affiliate of a Seller is a party.

(c) Qualifying Stock

If the Buyer elects to deliver Qualifying Stock to a Seller in payment of some or all of the Purchase Price, then the obligation of such Seller to consummate the transactions contemplated to occur at the Closing shall be subject to the condition that such Qualifying Stock has been duly authorized and validly issued and is fully paid and nonassessable and either (i) the resale

thereof is the subject of any effective registration statement or (ii) such Qualifying Stock is not a "restricted security" as defined in Rule 144 under the Securities Act of 1933, as amended and, to the best of its knowledge the Seller is not an Affiliate of the issuer of the Qualifying Stock (except by virtue of Seller's ownership of such issuer's stock). The Buyer shall deliver a written certification that the foregoing sentence is true on the date of the Closing.

(d) Cross Closing

The obligation of the Buyer to consummate the transactions contemplated to occur at the Closing shall be subject to the condition (unless waived by the Buyer) that the Sellers have not failed to consummate the transactions contemplated to occur under those certain Equity Purchase Agreements dated the date hereof among the Sellers and certain parties related to the Sellers and Cascade Wireless, LLC in breach of their obligation to do so in accordance with those Agreements (so long as the Buyer was or is not in breach of any such Agreement and was or is ready, willing and able to close thereunder).

Miscellaneous

This Agreement including the exhibits and schedules hereto and the certificates and instruments delivered pursuant to the terms of this Agreement, as the cases may be, embodies the entire agreement and understanding of the parties hereto in respect of the Transactions. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such Transactions.

This Agreement may be amended, modified, supplemented or waived only by written agreement of each of the parties.

This Agreement is binding upon and is solely for the benefit of the parties hereto and their respective permitted successors, legal representatives and permitted assigns. No party may assign its rights and obligations hereunder without the prior written consent of the other parties, and any purported assignment without such consent shall be void.

Any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirement for a waiver of compliance as set forth in this paragraph.

All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any

thereof by any party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given on the next business day after it is either (a) delivered personally to the recipient or (b) sent to the recipient by telecopy (receipt confirmed), reputable overnight next day express courier service (charges prepaid) or electronic mail (receipt confirmed). Such notices, demands and other communications will be sent to the Sellers and the Buyer at the addresses indicated below:

If to Buyer:

AT&T Wireless Services, Inc.
7277 164th Avenue, NE
Redmond, WA 98052
Attn: William Hague
Telephone: 425-580-6000
Fax: 425-580-8405

With a copy to:

AT&T Wireless Services, Inc.
7277 164th Avenue, NE
Redmond, WA 98052
Attn: General Counsel
Telephone: 425-580-6000
Fax: 425-580-8333

and

Friedman Kaplan Seiler & Adelman LLP
875 Third Avenue
New York, New York 10022
Attn: Gary D. Friedman
Telephone: (212) 833-1105
Fax: (212) 355-6401

If to any Seller:

1010 N. Glebe Road
Suite 800
Arlington, VA 22201
Attn: Thomas H. Sullivan
Telephone: 703-236-1100
Fax: 703-236-1376

With a copy to:

Cadwalader Wickersham & Taft

100 Maiden Lane
New York, NY 10038
Attn: Brian Hoffmann
Telephone: 212-504-6000
Fax: 212-504-6666

or to such other address as either party hereto may, from time to time, designate in writing delivered in a like manner.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT TO SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND OF THE UNITED STATES OF AMERICA LOCATED IN THE CITY OF NEW YORK (THE "COURTS") FOR ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS, WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH LITIGATION IN THE COURTS AND AGREE NOT TO PLEAD OR CLAIM IN ANY COURT THAT SUCH LITIGATION BROUGHT THEREIN HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

The article and section headings contained in this Agreement are for convenience of reference only, are not part of the agreement of the parties and shall not affect in any way the meaning or interpretation of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the antecedent Person or Person may require.

All press releases, notices to customers and suppliers and other announcements with respect to this Agreement and the Transactions, as well as any statements (whether written or oral) made to the FCC with respect to this Agreement and the Transactions, shall be approved by both the Sellers and the Buyer prior to issuing any such announcement or making any such statement, provided that either party may make any public disclosure it believes in good faith is required by law or regulation (in which case the disclosing party will use its best efforts to advise the other party prior to making such disclosure and provide the other party an opportunity to review the proposed disclosure).

The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any Court.

All per share prices and all numbers and types of shares referred to herein shall be appropriately adjusted for stock splits, stock dividends, recapitalizations and similar transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AT&T WIRELESS SERVICES, INC.

By: _____
Name:
Title:

GERALD T. VENTO

THOMAS H. SULLIVAN

Schedule I

TELECORP SHARES

	Series C Preference	Series E Preference	Class A Common
Vento	490	6,450	1,339,602
Sullivan	108	4,009	896,064
Total	598	10,459	2,235,666

PUT RIGHTS AGREEMENT

THIS AGREEMENT, dated as of December 22, 2000, among AT&T Wireless Services, Inc., a Delaware corporation (the "Buyer") on the one hand and Gerald T. Vento ("Vento") and Thomas H. Sullivan ("Sullivan" and together with Vento, the "Sellers") on the other hand

W I T N E S S E T H:

- - - - -

WHEREAS Sullivan owns the Sullivan Shares (as defined) and

WHEREAS Vento owns the Vento Shares (as defined) and

WHEREAS Sellers wish to have the right to sell the TeleCorp Shares (as defined) to the Buyer for the Put Price;

NOW THEREFORE the parties hereto agree as follows in return for the respective promises and subject to the terms and conditions set forth below.

Definitions.

"Average Last Trade Price" at any Closing means the average last sale price for the twenty (20) consecutive trading days ending three (3) trading days immediately before the Closing, which price shall be adjusted as appropriate for stock splits, stock dividends, recapitalizations, mergers and similar transactions and for ex-dividend trading.

"Exercise Period" means the period that commences on the Put Date and expires on July 31, 2005, except that if a Price Interval has occurred before July 31, 2004, then the Exercise Period shall expire on July 31, 2004, and if a Price Interval first occurs after July 31, 2004 but before July 21, 2005, then the Exercise Period shall expire ten days after the last day of the first Price Interval to occur.

"Lien" means any mortgage, lien, pledge, charge, security interest, right of first refusal or other right of others therein, or encumbrance of any nature whatsoever.

"Management Agreement" means that certain Management Agreement between TeleCorp Management Corp, Inc. and Telecorp dated as of November 1, 2000.

"Price Interval" means a period of twenty (20) consecutive trading days

during which the average last sale price for Telecorp Class A Common Stock is at least \$16.30 (which price shall be adjusted as appropriate for stock splits, stock dividends, recapitalizations, mergers and similar transactions and for ex-dividend trading).

"Qualifying Stock" means fully paid and nonassessable shares of AT&T Wireless Tracking Stock (or any successor security that is publicly traded and the average daily trading volume of which has been at least two million shares during the 30-day period before issuance to the Sellers) that (a) provided a Seller is not an Affiliate of the issuer of such shares or is an Affiliate of such issuer solely because of his beneficial ownership of the capital stock of such issuer, are not "restricted securities" as defined in Rule 144 under the Securities Act of 1933 or (b) with respect to the resale of which a registration statement has been declared effective.

"Put Date" means August 1, 2003.

"Put Price" means the product of the number of Put Shares and the lesser of (i) the Average Last Trade Price of Telecorp Shares before the Closing at which they are to be sold to the Buyer and (ii) \$18.30 (which price shall be adjusted for stock splits, stock dividends, recapitalizations, mergers and similar transactions).

"Put Shares" means that number of Telecorp Shares that Sullivan or Vento cause the Buyer to purchase pursuant to Section 3 hereof.

"Sullivan Shares" means up to 2,003,901 shares of Telecorp Class A Common Stock that (i) are owned by Sullivan on the date hereof and (ii) will not be subject to repurchase by Telecorp pursuant to Section 7 of the Management Agreement on the Put Date.

"Telecorp Shares" means the Sullivan Shares and the Vento Shares.

"Telecorp" means TeleCorp PCS, Inc., a Delaware corporation, or any successor thereof.

"Vento Shares" means 2,917,988 shares of Telecorp Class A Common Stock that (i) are owned by Vento on the date hereof and (ii) will not be subject to repurchase by Telecorp pursuant to Section 7 of the Management Agreement on the Put Date.

The Put.

At any time during the Exercise Period, each of Sellers may elect, each on one occasion only, to cause the Buyer to purchase (which purchase shall be subject to the condition, which may be waived by the Buyer in its discretion, that the representations and warranties required to be delivered to the Buyer pursuant to Section 4.2 are all true at the time of such purchase) his respective Put Shares, for an aggregate price equal to the Put Price, which may be paid at Buyer's option in any combination of cash or Qualifying Stock valued at the Average Last Trade Price of the Qualifying Stock before the Closing when

it will be issued. In order to exercise the election referred to above, Sellers (or either of them, if he is the only one electing to cause the Buyer to purchase Put Shares pursuant to this Section 2) must deliver written notice thereof to the Buyer, which notice must be received by the Buyer during the Exercise Period. Such notice shall be irrevocable upon receipt by the Buyer.

Notices.

Any notice hereunder shall be deemed received by the addressee thereof (i) on the day that it is actually received by the addressee or sent to the addressee by fax to the fax number set forth below or (ii) on the next business day following the day it is delivered to a reputable courier service for next-day delivery to the addressee at the address set forth below. Addresses and fax numbers are set forth below for:

The Buyer:

AT&T Wireless Services, Inc.
7277 - 164th Avenue NE
Redmond, WA 98052
Attn: William Hague
Fax: (425) 580-8405

with copies to:

AT&T Wireless Services, Inc.
7277 - 164th Avenue NE
Redmond, WA 98052
Attn: General Counsel
Fax: (425) 580-8333

and:

Friedman Kaplan Seiler & Adelman LLP

875 Third Avenue
New York, New York 10022
Attn: D. Roger Glenn
Fax: 212-355-6401

Sullivan or Vento:

1010 N. Glebe Road
Suite 800
Arlington, Virginia 22201
Fax: 703-236-1176

With a copy to:

Cadwalader, Wickersham & Taft

100 Maiden Lane
New York, New York 10038
Attn.: Brian Hoffmann
Fax: 212-504-6666

The addresses and fax numbers set forth above may be amended by notice delivered as aforesaid by the amending party to the other parties and shall be effective upon deemed receipt thereof by the other parties.

Closings.

After the receipt of a notice pursuant to Section 2 hereof by the requisite persons named therein to receive notice, the parties hereto shall use reasonable best efforts including reasonable best efforts to obtain all required regulatory approvals, to consummate such closing (each a "Closing") of the purchase of Telecorp Shares, as appropriate, as soon as practicable and in any event within five business days after such receipt if no regulatory approval is required. Buyer shall give notice to Sellers within ten business days of receipt of a notice pursuant to Section 2 hereof of the portion (by dollar value) of the purchase price that will consist of Qualifying Stock. If any regulatory approval is required, an application for such regulatory approval shall be filed no later than 15 days following the date of such receipt and the Closing with respect thereto shall occur no later than five business days following the receipt of all required regulatory approvals by final nonappealable order. Any closing shall be subject to the condition precedent that all required consents or approvals from any governmental entity shall have been obtained by final nonappealable order. As used herein, "final nonappealable order" when referring to an order of the FCC shall mean a preliminary grant which is not reversed, stayed, enjoined, set aside, annulled, or suspended within the deadline, if any, provided by applicable statute or regulation, and with respect to which no timely request for stay, motion or petition for reconsideration or rehearing, application or request for review, or notice of appeal or other judicial petition for review is pending, and as to which the time for filing any such request, motion, petition, application, appeal, or notice, and for the entry of an order staying, reconsidering, or reviewing on the FCC's or other regulatory authority's own motion, has expired and which preliminary grant is not subject to conditions that in the aggregate would have a material adverse effect on the Buyer.

At the Closing, each Seller transferring Telecorp Shares shall represent and warrant to the Buyer in writing (i) that he is the sole beneficial and record owner thereof and has good and marketable title thereto free and clear of all Liens (other than Liens (a) arising out of this Agreement or (b) arising out of the Securities Act of 1933, as amended) and (ii) that he has full power and authority to sell the Telecorp Shares without conflict with the terms of any material agreement, law, order or instrument binding upon him. Each Seller shall deliver such customary instruments of assignment with respect to the transfers at the Closing as the Buyer shall reasonably request, including certificates evidencing the Telecorp Shares transferred endorsed in blank.

If the Buyer elects to deliver Qualifying Stock in accordance with

Section 2, then the Buyer shall give written notice of such fact at least 20 calendar days prior to the Closing shall represent and warrant to the recipient thereof in writing that such Qualifying Stock has been duly authorized and validly issued and is fully paid and nonassessable and either (i) the resale thereof is the subject of any effective registration statement or (ii) such Qualifying Stock is not a "restricted security" as defined in Rule 144 under the Securities Act of 1933, as amended and (iii) to the best of its knowledge the Seller is not an Affiliate of the issuer of the Qualifying Stock (except by virtue of Seller's ownership of such issuer's stock.)

Miscellaneous.

This Agreement and the other agreements referred to herein and contemplated hereby, together with any schedules and exhibits hereto and thereto, contain the entire agreement and understanding of the parties relating to the subject matter hereof and supersede all prior negotiations, proposals, offers, agreements and understandings (written or oral) relating to such subject matter.

Neither this Agreement nor any provision hereof may be amended or modified except in a writing signed by all the parties hereto. No failure or delay of any party in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce any such right or power, preclude any other further exercise thereof or the exercise of any other right or power. No waiver by any party of any departure by any other party from any provision of this Agreement shall be effective unless the same shall be in a writing signed by the party against which enforcement of such waiver or consent is sought, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice or similar communication by any party to another shall entitle such other party to any other or further notice or similar communication in similar or other circumstances, except as specifically provided herein.

The parties acknowledge that money damages may not be an adequate remedy for violations of this Agreement and that any party may, in its sole discretion, in an arbitration or a court of competent jurisdiction to the extent permitted hereunder, apply for specific performance or injunctive or other relief as such arbitration or court may deem just and proper in order to enforce this Agreement or to prevent violation hereof and, to the extent permitted by applicable law, each party waives any objection to the imposition of such relief.

All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall, unless otherwise specifically provided herein, be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by a party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No Seller

may assign its rights or delegate its duties under this Agreement without the written consent of the Buyer. The Buyer may assign its rights or delegate its duties under this Agreement without the consent of any Seller but no such assignment or delegation shall in and of itself reduce the Buyer's obligations hereunder.

This Agreement is entered into solely for the benefit of the parties and no person other than the parties, their respective successors and permitted assigns, may exercise any right or enforce any obligation hereunder.

Each party will execute and deliver such further documents and take such further actions as any other party may reasonably request consistent with the provisions hereof in order to effect the intent and purposes of this Agreement.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

If any term of this Agreement or the application thereof to any party or any circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such term to the other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by applicable law.

This Agreement does not create a partnership or agency relationship among the parties, or any other relationship between the parties except as expressly set forth herein. No party shall have any right or authority to assume, create or incur any liability or obligation, express or implied, in the name or on behalf of any other party.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument.

The captions used herein are for convenience of reference only and shall not affect the interpretation or construction hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require. Unless otherwise specified, (a) the terms "hereof," "herein" and similar terms refer to this Agreement as a whole, (b) references herein to Sections refer to sections of this Agreement and (c) the word "including" connotes the words "including without limitation" unless the context requires otherwise.

If Buyer makes any offer to purchase outstanding shares of captial stock of Telecorp, and the Sellers are prevented from accepting such offer solely because of the restrictions imposed by the Stockholders Agreement, then the Buyer shall waive its waiveable rights (and cause its Affiliates to waive their rights) under the Stockholders Agreement to the extent necessary to allow the Sellers to accept such offer.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

AT&T Wireless Services, Inc.

By: _____

Thomas Sullivan

Gerald Vento

December 29, 2000

This will confirm the agreement by and between the undersigned that the Schedule 13D filed on or about this date, and any amendments thereto, with respect to the beneficial ownership of the undersigned of shares of the Class A Common Stock of TeleCorp PCS, Inc. is being filed on behalf of each of the undersigned. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

/s/ Thomas H. Sullivan

Thomas H. Sullivan

/s/ Gerald T. Vento

Gerald T. Vento