

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Skywire Corporation

Application No./Patent No.: 08/649,742

Filed/Issue Date: May 15, 1996

Entitled: "Apparatus and Method for Improved Vending Machine Inventory Maintenance"

Skywire Corporation

(Name of Assignee)

OCT 02 1998

a Delaware corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From Steve Varga et al. To: Skywire, Ltd.

The document was recorded in the Patent and Trademark Office at
Reel 8304, Frame 0077, or for which a copy thereof is attached.

2. From: Skywire, L.P. To: Skywire Corporation

The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☒ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302-302.8]

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

9/19/98
Date

James McKinney
Signature

James McKinney

Typed or printed name

President & CEO

Title

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Skywire CorporationApplication No./Patent No.: 5,207,784 Filed/Issue Date: May 4, 1993Entitled: "Vending Machine with Monitoring System"Skywire Corporation

(Name of Assignee)

, a Delaware corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

OCT 02 1998

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or2. ☐ an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:1. From Wilbur Schwartzendruber To: Skywire, L.P.The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.2. From: Skywire, L.P. To: Skywire CorporationThe document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.☒ Additional documents in the chain of title are listed on a supplemental sheet.☒ Copies of assignments or other documents in the chain of title are attached.**[NOTE:** A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302-302.8]

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

7/24/98
DateJames McKinney
SignatureJames McKinney
Typed or printed namePresident & CEO
Title

Supplemental Sheet to "Statement Under 37 CFR 3.73(b)"

Additional Documents	Brief Description
Third Amendment to Partnership Agreement	Constitution of Skywire, L.P., a Delaware limited partnership
Certificate of Incorporation of Skywire Corporation	
Skywire, Inc. Unanimous Written Consent of the Board of Directors in lieu of Special Meeting (together with all of the Notices of Election to Convert Convertible Subordinated Notes and Acknowledgments of Conversion)	Authorizes conversion of all outstanding principal and interest of Convertible Subordinated notes so that Skywire Corporation, a Delaware corporation, would be the successor to all of the interest, assets and liabilities of Skywire, L.P.
Partnership Interest Exchange Agreements	For each of the individual limited partners and general partners (Skywire, Inc. and Skywire Corporation) of Skywire, L.P.
Skywire, Inc. Unanimous Written Consent of the Board of Directors in lieu of Special Meeting	Authorizing Skywire, Inc. to enter into the Partnership Interest Exchange Agreements and Stock Exchange Agreements
Fourth Amendment to Partnership Agreement	Admitting Skywire Corporation as the sole limited partner of Skywire, L.P.
Stock Exchange Agreements	All of the shareholders of Skywire, Inc. agreeing to exchange all of their stock in Skywire, Inc. for shares of Skywire Corporation
Skywire Corporation Unanimous Written Consent of the Directors (together with the Restated Certificate of Incorporation and exhibits)	Authorizing execution of the exchange agreements, submission and recordal of the Restated Certificate of Incorporation, and recapitalization and private placement to facilitate the
Skywire Corporation Series A Preferred Stock Purchase Agreement	Specifically Section 3.12, indicating that "the Company" (i.e., Skywire Corporation, a Delaware corporation) owns all of the Intellectual Property

The above establishes that all of the limited partners of Skywire, L.P., a Delaware limited partnership, transferred all of its interests, assets and liabilities (includes patents and patent application) to Skywire Corporation, a Delaware corporation. By operation of these agreements, Skywire, L.P. thereafter dissolved. Skywire, Inc. the former sole general partner of Skywire, L.P. dissolved on August 20, 1997. Therefore, by operation of law and agreement, Skywire Corporation owns all patents and patent applications of Skywire, L.P., including but not limited to U.S. Patent No.5,207,784, Schwartzendruber, "Vending Machine with Monitoring System" and U.S. Serial No. 08/649,742, Steve Varga et al., for "Apparatus and Method for Improved Vending Machine".

SKYWIRE, INC.

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING**

Pursuant to the provisions of Section 13.1-685 of the Virginia Stock Corporation Act, the undersigned, being all of the duly elected members of the Board of Directors of Skywire, Inc., a Virginia corporation (the "Corporation"), do hereby consent to the taking of the following actions upon the unanimous written consent of the Board of Directors to the same effect and purpose as if an actual special meeting of the Board of Directors of the Corporation had been held, and the actions set forth below shall constitute the valid corporate actions of the Board of Directors and shall have the same force and effect as if such action had been authorized and taken at a formal special meeting of the Board of Directors of the Corporation, and as if all of the members of the Board of Directors were present in person at such meeting and voted unanimously in favor thereof, with such written consent to be filed by the Secretary of the Corporation with the minutes of the meetings of the Board of Directors; to-wit:

WHEREAS, pursuant to a Capital Call and Issuance Notice dated September 14, 1995 and a Capital Call Step Two Notice dated December 29, 1995 (together, the "Capital Call"), Skywire, L.P. (the "Partnership") issued Convertible Subordinated Notes (collectively, the "Notes") to each of its Limited Partners in an aggregate principal amount of \$1,980,000 and received an additional \$20,000 as a capital contribution from the Corporation; and

WHEREAS, Section 3 of the Notes, among other things, authorizes the Corporation, on behalf of the Partnership as its sole general partner, to elect to convert all outstanding principal and accrued interest under the Notes, by written notice to the holders thereof, into Partnership Units of the Partnership, at a conversion price per Unit equal to the price per share to be paid by investors in an anticipated private placement of additional equity interests by the Partnership; and

WHEREAS, Skywire Corporation ("Skywire Corp."), a Delaware corporation and the intended successor to all of the interests, assets and liabilities of the Partnership, has agreed to raise approximately \$10,000,000 pursuant to a private placement of preferred stock of Skywire Corp. at a price per share of \$7.647 or such other price as agreed to by the executive officers of the Corporation and the investors (the "Skywire Corp. Price"); and

WHEREAS, the Corporation, on behalf of the Partnership, wishes to convert all outstanding principal and accrued interest under the Notes to Partnership Units at a price per Unit equal to the Skywire Corp. Price.

NOW THEREFORE, BE IT RESOLVED, that the Corporation, on behalf of the Partnership, convert all outstanding principal and accrued interest under the Notes to Partnership Units at a price per Unit equal to the Skywire Corp. Price, such conversion to be effective as of May 21, 1996 or such other date as the executive officers of the Corporation may agree; and

FURTHER RESOLVED, that Bryan M. Eagle, as Chairman of the Board of the Directors of the Corporation, provide written notice to the holders of the Notes, informing such Holders of the Partnership's election to convert the Notes as hereinabove provided.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their names as all of the members of the Board of Directors, who would be entitled to vote upon the resolutions hereinabove set forth, as of the effective date hereof, in attestation to the accuracy of the foregoing Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting and of their approval of taking such action by unanimous written consent of the Board of Directors rather than by formal special meeting, and of their waiver of notice of any such special meeting of the Board of Directors, had one been held. The undersigned directors hereby waive all notice of a meeting and the holding of a meeting of the Board of Directors to act upon said resolutions, agree that this Consent may be executed in counterparts, and direct that this Consent, which shall be effective as of May 21, 1996, be inserted in the minute book of the Corporation.

BOARD OF DIRECTORS

Date: 5/22/96

Bryan M. Eagle
Bryan M. Eagle

Date: 5/22/96

Bryan M. Eagle III
Bryan M. Eagle III

Date: 5/22/96

John Watkins
John Watkins

Date: 5/22/96

R. Philip Herget III
R. Philip Herget III

Date: 5/22/96

Robert B. Blow
Robert B. Blow

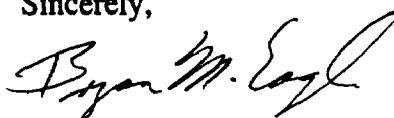
**NOTICE OF ELECTION TO CONVERT
CONVERTIBLE SUBORDINATED NOTES**

May 21, 1996

Pursuant to Section 3 of those certain Convertible Subordinated Notes #1 dated September 28, 1995, #2 dated October 27, 1995, #3 dated November 29, 1995, #4 dated December 13, 1995 and #5 dated January 10, 1996, each such promissory note (together, the "Notes") executed by Skywire, L.P. (the "Partnership") in favor of ADEMCO Communications Partner, Inc., the Partnership hereby elects to convert all outstanding principal and accrued interest under the Notes to Limited Partnership Units ("Units") of the Partnership at a conversion price per Unit (the "Conversion Price") equal to \$7.647 per Unit. The Conversion Price and/or the number of Units which you receive may be adjusted slightly if the Closing described in the next sentence is delayed. Such Conversion Price is the price at which Skywire Corporation, a Delaware corporation and the intended successor to all of the interests, assets and liabilities of the Partnership, has agreed to issue approximately \$10,000,000 of preferred stock to various investors pursuant to a private placement of such preferred stock. The conversion of the Notes described in this Notice shall be effective as of May 21, 1996 (the "Conversion Date") and shall entitle the holder of the Notes to receive, upon conversion thereof, 32,659 Units, all as determined pursuant to Schedule I to Annex A attached hereto.

Please acknowledge the conversion of your Notes by returning to the undersigned by fax and by overnight courier an executed copy of Annex A, together with the original Notes.

Sincerely,



Bryan M. Eagle
Chairman of the Board
Skywire, Inc.

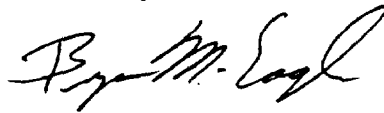
**NOTICE OF ELECTION TO CONVERT
CONVERTIBLE SUBORDINATED NOTES**

May 21, 1996

Pursuant to Section 3 of those certain Convertible Subordinated Notes #1 dated October 3, 1995, #2 dated October 30, 1995, #3 dated November 29, 1995, #4 dated December 14, 1995 and #5 dated January 12, 1996, each such promissory note (together, the "Notes") executed by Skywire, L.P. (the "Partnership") in favor of Columbia Skywire Investors, L.P., the Partnership hereby elects to convert all outstanding principal and accrued interest under the Notes to Limited Partnership Units ("Units") of the Partnership at a conversion price per Unit (the "Conversion Price") equal to \$7.647 per Unit. The Conversion Price and/or the number of Units which you receive may be adjusted slightly if the Closing described in the next sentence is delayed. Such Conversion Price is the price at which Skywire Corporation, a Delaware corporation and the intended successor to all of the interests, assets and liabilities of the Partnership, has agreed to issue approximately \$10,000,000 of preferred stock to various investors pursuant to a private placement of such preferred stock. The conversion of the Notes described in this Notice shall be effective as of May 21, 1996 (the "Conversion Date") and shall entitle the holder of the Notes to receive, upon conversion thereof, 164,100 Units, all as determined pursuant to Schedule I to Annex A attached hereto.

Please acknowledge the conversion of your Notes by returning to the undersigned by fax and by overnight courier an executed copy of Annex A, together with the original Notes.

Sincerely,



Bryan M. Eagle
Chairman of the Board
Skywire, Inc.

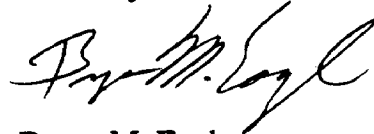
**NOTICE OF ELECTION TO CONVERT
CONVERTIBLE SUBORDINATED NOTES**

May 21, 1996

Pursuant to Section 3 of those certain Convertible Subordinated Notes #1 dated September 29, 1995, #2 dated October 30, 1995, #3 dated November 29, 1995, #4 dated December 14, 1995 and #5 dated January 12, 1996, each such promissory note executed by Skywire, L.P. (the "Partnership") in favor of Bryan M. Eagle and that certain Convertible Subordinated Note #5 dated January 12, 1996 executed by Skywire, L.P. in favor of Bryan M. Eagle III (and subsequently transferred by Bryan M. Eagle III to and in favor of Bryan M. Eagle) (together, "the Notes"), the Partnership hereby elects to convert all outstanding principal and accrued interest under the Notes to Limited Partnership Units ("Units") of the Partnership at a conversion price per Unit (the "Conversion Price") equal to \$7.647 per Unit. The Conversion Price and/or the number of Units which you receive may be adjusted slightly if the Closing described in the next sentence is delayed. Such Conversion Price is the price at which Skywire Corporation, a Delaware corporation and the intended successor to all of the interests, assets and liabilities of the Partnership, has agreed to issue approximately \$10,000,000 of preferred stock to various investors pursuant to a private placement of such preferred stock. The conversion of the Notes described in this Notice shall be effective as of May 21, 1996 (the "Conversion Date") and shall entitle the holder of the Notes to receive, upon conversion thereof, 12,307 Units, all as determined pursuant to Schedule I to Annex A attached hereto.

Please acknowledge the conversion of your Notes by returning to the undersigned by fax and by overnight courier an executed copy of Annex A, together with the original Notes.

Sincerely,



Bryan M. Eagle
Chairman of the Board
Skywire, Inc.

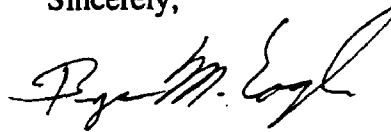
**NOTICE OF ELECTION TO CONVERT
CONVERTIBLE SUBORDINATED NOTES**

May 21, 1996

Pursuant to Section 3 of those certain Convertible Subordinated Notes #1 dated September 29, 1995, #2 dated October 30, 1995, #3 dated November 29, 1995 and #4 dated December 14, 1995, each such promissory note (together, the "Notes") executed by Skywire, L.P. (the "Partnership") in favor of Bryan M. Eagle III, the Partnership hereby elects to convert all outstanding principal and accrued interest under the Notes to Limited Partnership Units ("Units") of the Partnership at a conversion price per Unit (the "Conversion Price") equal to \$7.647 per Unit. The Conversion Price and/or the number of Units which you receive may be adjusted slightly if the Closing described in the next sentence is delayed. Such Conversion Price is the price at which Skywire Corporation, a Delaware corporation and the intended successor to all of the interests, assets and liabilities of the Partnership, has agreed to issue approximately \$10,000,000 of preferred stock to various investors pursuant to a private placement of such preferred stock. The conversion of the Notes described in this Notice shall be effective as of May 21, 1996 (the "Conversion Date") and shall entitle the holder of the Notes to receive, upon conversion thereof, 10,420 Units, all as determined pursuant to Schedule I to Annex A attached hereto.

Please acknowledge the conversion of your Notes by returning to the undersigned by fax and by overnight courier an executed copy of Annex A, together with the original Notes.

Sincerely,



Bryan M. Eagle
Chairman of the Board
Skywire, Inc.

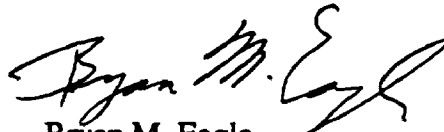
**NOTICE OF ELECTION TO CONVERT
CONVERTIBLE SUBORDINATED NOTES**

May 21, 1996

Pursuant to Section 3 of those certain Convertible Subordinated Notes #1 dated September 29, 1995, #2 dated October 31, 1995, # 3 dated November 30, 1995, #4 dated December 14, 1995 and #5 dated January 12, 1996, such promissory notes (together, the "Notes") executed by Skywire, L.P. (the "Partnership") in favor of J.P. Morgan Investment Corporation ("Morgan"), the Partnership hereby elects to convert all outstanding principal and accrued interest under the Notes to Limited Partnership Units ("Units") of the Partnership at a conversion price per Unit (the "Conversion Price") equal to \$7.647 per Unit. The Conversion Price and/or the number of Units which the holder of the Notes (or any interest therein) receives may be adjusted slightly if the Closing described in the next sentence is delayed. Such Conversion Price is the price at which Skywire Corporation, a Delaware corporation and the intended successor to all of the interests, assets and liabilities of the Partnership, has agreed to issue approximately \$10,000,000 of preferred stock to various investors pursuant to a private placement of such preferred stock. The conversion of the Notes described in this Notice shall be effective as of May 21, 1996 (the "Conversion Date") and shall entitle (i) Morgan to receive to receive 53,057 Units upon conversion, and (ii) Sixty Wall Street SBIC Fund, L.P., an affiliate of Morgan and a transferee of a portion of the Notes, to receive 2,368 Units upon conversion of its interest in the Notes, all as determined pursuant to Schedule I to Annex A attached hereto.

Please acknowledge the conversion of the Notes by returning to the undersigned by fax and by overnight courier an executed copy of Annex A, together with the original Notes.

Sincerely,



Bryan M. Eagle
Chairman of the Board
Skywire, Inc.

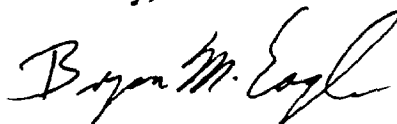
**NOTICE OF ELECTION TO CONVERT
CONVERTIBLE SUBORDINATED NOTES**

May 21, 1996

Pursuant to Section 3 of those certain Convertible Subordinated Notes #1 dated September 29, 1995 and #2 dated January 12, 1996, each such promissory note (together, the "Notes") executed by Skywire, L.P. (the "Partnership") in favor of Bruce Stevens, the Partnership hereby elects to convert all outstanding principal and accrued interest under the Notes to Limited Partnership Units ("Units") of the Partnership at a conversion price per Unit (the "Conversion Price") equal to \$7.647 per Unit. The Conversion Price and/or the number of Units which you receive may be adjusted slightly if the Closing described in the next sentence is delayed. Such Conversion Price is the price at which Skywire Corporation, a Delaware corporation and the intended successor to all of the interests, assets and liabilities of the Partnership, has agreed to issue approximately \$10,000,000 of preferred stock to various investors pursuant to a private placement of such preferred stock. The conversion of the Notes described in this Notice shall be effective as of May 21, 1996 (the "Conversion Date") and shall entitle the holder of the Notes to receive, upon conversion thereof, 1,851 Units, all as determined pursuant to Schedule I to Annex A attached hereto.

Please acknowledge the conversion of your Notes by returning to the undersigned by fax and by overnight courier an executed copy of Annex A, together with the original Notes.

Sincerely,



Bryan M. Eagle
Chairman of the Board
Skywire, Inc.

ACKNOWLEDGMENT OF CONVERSION

The undersigned, as the holder ("Holder") of those certain Convertible Subordinated Notes #1 dated September 28, 1995, #2 dated October 27, 1995, #3 dated November 29, 1995, #4 dated December 13, 1995 and #5 dated January 10, 1996, each such promissory note (together, the "Notes") executed by Skywire, L.P. (the "Partnership") in favor of ADEMCO Communication Partners, Inc., hereby acknowledges and agrees as follows:

1. The Holder has received from Bryan M. Eagle, Chairman of the Board of Skywire, Inc., sole general partner of Skywire, L.P. (the "Partnership"), the Notice of Election to Convert Convertible Subordinated Notes dated May 21, 1996 (the "Notice").
2. The Holder hereby elects to receive Class A Limited Partnership Units upon conversion (the "Conversion"), as of May 21, 1996 (the "Conversion Date"), of all outstanding principal and accrued interest under the Notes, and may receive additional Units of the same class if the Conversion Date is extended for any reason.
3. The Holder agrees that it shall receive 32,659 Class A Limited Partnership Units upon Conversion, as determined pursuant to Schedule I attached hereto.
4. The Holder hereby waives any and all notice requirements provided for in the Notes or elsewhere in connection with the Conversion.
5. The Holder agrees that upon the Conversion Date the Notes shall be deemed canceled and paid in full, notwithstanding that such Notes may not yet have been returned to the Partnership and thus may not yet have actually been marked "canceled" and/or "paid in full."

Date: May 21, 1996

HOLDER:

ADEMCO Communications Partner, Inc.

By: 

ACKNOWLEDGMENT OF CONVERSION

The undersigned, as the holder ("Holder") of those certain Convertible Subordinated Notes #1 dated October 3, 1995, #2 dated October 30, 1995, #3 dated November 29, 1995, #4 dated December 14, 1995 and #5 dated January 12, 1996, each such promissory note (together, the "Notes") executed by Skywire, L.P. (the "Partnership") in favor of Columbia Skywire Investors, L.P., hereby acknowledges and agrees as follows:

1. The Holder has received from Bryan M. Eagle, Chairman of the Board of Skywire, Inc., sole general partner of Skywire, L.P. (the "Partnership"), the Notice of Election to Convert Convertible Subordinated Notes dated May 21, 1996 (the "Notice").
2. The Holder hereby elects to receive Class A Limited Partnership Units upon conversion (the "Conversion"), as of May 21, 1996 (the "Conversion Date"), of all outstanding principal and accrued interest under the Notes, and may receive additional Units of the same class if the Conversion Date is extended for any reason.
3. The Holder agrees that it shall receive 164,100 Class A Limited Partnership Units upon Conversion, as determined pursuant to Schedule I attached hereto.
4. The Holder hereby waives any and all notice requirements provided for in the Notes or elsewhere in connection with the Conversion.
5. The Holder agrees that upon the Conversion Date the Notes shall be deemed canceled and paid in full, notwithstanding that such Notes may not yet have been returned to the Partnership and thus may not yet have actually been marked "canceled" and/or "paid in full."

Date: May 22, 1996

HOLDER:

Columbia Skywire Investors L.P.

By: 

ACKNOWLEDGMENT OF CONVERSION

The undersigned, as the holder ("Holder") of those certain Convertible Subordinated Notes #1 dated September 29, 1995, #2 dated October 30, 1995, #3 dated November 29, 1995, #4 dated December 14, 1995 and #5 dated January 12, 1996, each such promissory note executed by Skywire, L.P. (the "Partnership") in favor of Bryan M. Eagle and that certain Convertible Subordinated Note #5 dated January 12, 1996 executed by Skywire, L.P. in favor of Bryan M. Eagle III (and subsequently transferred by Bryan M. Eagle III to and in favor of Bryan M. Eagle) (together, "the Notes"), hereby acknowledges and agrees as follows:

1. The Holder has received from Bryan M. Eagle, Chairman of the Board of Skywire, Inc., sole general partner of Skywire, L.P. (the "Partnership"), the Notice of Election to Convert Convertible Subordinated Notes dated May 21, 1996 (the "Notice").
2. The Holder hereby elects to receive Class A Limited Partnership Units upon conversion (the "Conversion"), as of May 21, 1996 (the "Conversion Date"), of all outstanding principal and accrued interest under the Notes, and may receive additional Units of the same class if the Conversion Date is extended for any reason.
3. The Holder agrees that it shall receive 12,307 Class A Limited Partnership Units upon Conversion, as determined pursuant to Schedule I attached hereto.
4. The Holder hereby waives any and all notice requirements provided for in the Notes or elsewhere in connection with the Conversion.
5. The Holder agrees that upon the Conversion Date the Notes shall be deemed canceled and paid in full, notwithstanding that such Notes may not yet have been returned to the Partnership and thus may not yet have actually been marked "canceled" and/or "paid in full."

Date: May 21, 1996

HOLDER:

Bryan M. Eagle

By: Bryan M. Eagle

ACKNOWLEDGMENT OF CONVERSION

The undersigned, as the holder ("Holder") of those certain Convertible Subordinated Notes #1 dated September 29, 1995, #2 dated October 30, 1995, #3 dated November 29, 1995 and #4 dated December 14, 1995, each such promissory note (together, the "Notes") executed by Skywire, L.P. (the "Partnership") in favor of Bryan M. Eagle III, hereby acknowledges and agrees as follows:

1. The Holder has received from Bryan M. Eagle, Chairman of the Board of Skywire, Inc., sole general partner of Skywire, L.P. (the "Partnership"), the Notice of Election to Convert Convertible Subordinated Notes dated May 21, 1996 (the "Notice").
2. The Holder hereby elects to receive Class A Limited Partnership Units upon conversion (the "Conversion"), as of May 21, 1996 (the "Conversion Date"), of all outstanding principal and accrued interest under the Notes, and may receive additional Units of the same class if the Conversion Date is extended for any reason.
3. The Holder agrees that it shall receive 10,420 Class A Limited Partnership Units upon Conversion, as determined pursuant to Schedule I attached hereto.
4. The Holder hereby waives any and all notice requirements provided for in the Notes or elsewhere in connection with the Conversion.
5. The Holder agrees that upon the Conversion Date the Notes shall be deemed canceled and paid in full, notwithstanding that such Notes may not yet have been returned to the Partnership and thus may not yet have actually been marked "canceled" and/or "paid in full."

Date: May 21, 1996

HOLDER:

Bryan M. Eagle III

By: 

ACKNOWLEDGMENT OF CONVERSION

The undersigned, as the holder ("Holder") of those certain Convertible Subordinated Notes #1 dated September 29, 1995 and #2 dated January 12, 1996, each such promissory note (together, the "Notes") executed by Skywire, L.P. (the "Partnership") in favor of Bruce Stevens, hereby acknowledges and agrees as follows:

1. The Holder has received from Bryan M. Eagle, Chairman of the Board of Skywire, Inc., sole general partner of Skywire, L.P. (the "Partnership"), the Notice of Election to Convert Convertible Subordinated Notes dated May 21, 1996 (the "Notice").
2. The Holder hereby elects to receive Class A Limited Partnership Units upon conversion (the "Conversion"), as of May 21, 1996 (the "Conversion Date"), of all outstanding principal and accrued interest under the Notes, and may receive additional Units of the same class if the Conversion Date is extended for any reason.
3. The Holder agrees that it shall receive 1,851 Class A Limited Partnership Units upon Conversion, as determined pursuant to Schedule I attached hereto.
4. The Holder hereby waives any and all notice requirements provided for in the Notes or elsewhere in connection with the Conversion.
5. The Holder agrees that upon the Conversion Date the Notes shall be deemed canceled and paid in full, notwithstanding that such Notes may not yet have been returned to the Partnership and thus may not yet have actually been marked "canceled" and/or "paid in full."

Date: May 21, 1996

HOLDER:

Bruce Stevens

By: Bruce Stevens

Annex A

ACKNOWLEDGMENT OF CONVERSION

The undersigned, as the holders of those certain Convertible Subordinated Notes #1 dated September 29, 1995, #2 dated October 31, 1995, #3 dated November 30, 1995, #4 dated December 14, 1995 and #5 dated January 12, 1996, such promissory notes (together, the "Notes") executed by Skywire, L.P. (the "Partnership") in favor of J.P. Morgan Investment Corporation ("Morgan"), hereby acknowledge and agree as follows:

1. The undersigned have received from Bryan M. Eagle, Chairman of the Board of Skywire, Inc., sole general partner of Skywire, L.P. (the "Partnership"), the Notice of Election to Convert Convertible Subordinated Notes dated May 21, 1996 (the "Notice").
2. The undersigned hereby elect to receive Class B Limited Partnership Units upon conversion (the "Conversion"), as of May 21, 1996 (the "Conversion Date"), of all outstanding principal and accrued interest under the Notes, and may receive additional Units of the same class if the Conversion Date is extended for any reason.
3. The undersigned agree that Morgan shall receive 53,057 Class B Limited Partnership Units upon Conversion and that Sixty Wall Street SBIC Fund, L.P., an affiliate of Morgan and a transferee of a portion of the Notes, shall receive 2,368 Class B Limited Partnership Units, all as determined pursuant to Schedule I attached hereto.
4. The undersigned hereby waive any and all notice requirements provided for in the Notes or elsewhere in connection with the Conversion.
5. The undersigned agree that upon the Conversion Date the Notes shall be deemed canceled and paid in full, notwithstanding that such Notes may not yet have been returned to the Partnership and thus may not yet have actually been marked "canceled" and/or "paid in full."

J.P. Morgan Investment Corporation

By: [Signature]

Name:

Title:

Date: May 22, 1996

Sixty Wall Street SBIC Fund, L.P.
By Sixty Wall Street SBIC Corporation,
its sole general partner

By: [Signature]

Name: L.E. FRANK

Title: MANAGER

Date: May 22, 1996

**PARTNERSHIP INTEREST
EXCHANGE AGREEMENT**

THIS PARTNERSHIP INTEREST EXCHANGE AGREEMENT (this "Agreement"), dated as of May 30, 1996, by and among Skywire, L.P., a Delaware limited partnership (the "Partnership"), Skywire, Inc., a Virginia corporation (the "General Partner"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and Columbia Skywire Investors, L.P., a Class A Limited Partner of the Partnership (the "Limited Partner").

WHEREAS, the Limited Partner owns an aggregate of 2,406,941 Class A Preferred Limited Partnership Units of the Partnership (the "Class A Units"); and

WHEREAS, it is the intention of the limited partners of the Partnership (collectively, the "Limited Partners") and the shareholders of the General Partner (the "GP Shareholders") that (i) all of the Limited Partners of the Partnership transfer their respective limited partnership interests in the Partnership and (ii) all of the GP Shareholders transfer all the capital stock of the General Partner owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each other Limited Partner and each GP Shareholder is executing and delivering an agreement similar to this Agreement and is transferring the entire limited partnership interest in the Partnership and all of the capital stock in the General Partner, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the other Limited Partners and the GP Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Limited Partner hereby sells, transfers, conveys and assigns to Skywire all of its right, title and interest in and to the 2,406,941 Class A Units currently owned by it (collectively, the "Transferred Interests") in exchange for (i) 2,242,841 shares of Common Stock, par value \$.001 per share and (ii) 164,100 shares of Series A Preferred Stock, par value \$.001 per share, of Skywire (collectively, the "Shares"), effective immediately prior to the Series A Closing. Delivery under the Series A Preferred Purchase Agreement of that portion of the Transferred Units entitling the Limited Partner to the above number of Shares of Skywire Series A Preferred Stock, and receipt of such Shares of Series A Preferred Stock under the Series A Preferred Purchase Agreement, shall be deemed to be delivery and receipt thereof, respectively, hereunder.

2. Skywire hereby accepts and agrees to be bound by all of the terms and provisions of the First Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of October 28, 1994, as amended (the "Partnership Agreement"), with all of the rights and obligations of the Limited Partner thereunder. Skywire hereby represents and warrants that: (i) it is acquiring the Transferred Interests for its own account for investment and not with a view to the distribution thereof and (ii) it will not resell the Transferred Interests unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Limited Partner hereby represents and warrants to Skywire that (i) it has good title to the Transferred Interests, (ii) it has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Interests, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) it is acquiring the Shares for its own account and not with a view to the distribution thereof and (iv) it will not resell the Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

4. The Limited Partner agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Limited Partner hereby agrees that it shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Limited Partner (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

5. To induce the Limited Partner to enter into this Agreement and to exchange the Transferred Interests for the Shares, Skywire hereby makes to the Limited Partner each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

6. The Partnership, the General Partner and Skywire hereby represent and warrant to the Limited Partner that (i) the General Partner has not been allocated aggregate tax losses during the life of the Partnership in excess of the General Partner's capital contributions to the Partnership and (ii) the exchange of the Transferred Interests for the Shares and the Conversion will be non-taxable to the Limited Partner, the Partnership and Skywire.

7. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

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

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

THE PARTNERSHIP:

SKYWIRE, L.P.

By: Skywire, Inc., its General Partner

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: chairman

THE GENERAL PARTNER:

SKYWIRE, INC.

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: chairman

SKYWIRE CORPORATION

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: chairman

THE LIMITED PARTNER:

COLUMBIA SKYWIRE INVESTORS, L.P.

By Columbia Capital Corporation,
its General Partner

By: _____
Name:
Title:

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

THE PARTNERSHIP:

SKYWIRE, L.P.

By: Skywire, Inc., its General Partner

By: _____

Name:

Title:

THE GENERAL PARTNER:

SKYWIRE, INC.

By: _____

Name:

Title:

SKYWIRE CORPORATION

By: _____

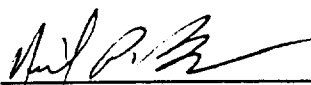
Name:

Title:

THE LIMITED PARTNER:

COLUMBIA SKYWIRE INVESTORS, L.P.

By Columbia Capital Corporation,
its General Partner

By:  _____

Name: Neil P. Byrne

Title: VICE PRESIDENT

PARTNERSHIP INTEREST EXCHANGE AGREEMENT

THIS PARTNERSHIP INTEREST EXCHANGE AGREEMENT (this "Agreement"), dated as of May 30, 1996, by and among Skywire, L.P., a Delaware limited partnership (the "Partnership"), Skywire, Inc., a Virginia corporation (the "General Partner"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and Ademco Communications Partner, Inc., a Class A Limited Partner of the Partnership (the "Limited Partner").

WHEREAS, the Limited Partner owns an aggregate of 487,892 Class A Preferred Limited Partnership Units of the Partnership (the "Class A Units"); and

WHEREAS, it is the intention of the limited partners of the Partnership (collectively, the "Limited Partners") and the shareholders of the General Partner (the "GP Shareholders") that (i) all of the Limited Partners of the Partnership transfer their respective limited partnership interests in the Partnership and (ii) all of the GP Shareholders transfer all the capital stock of the General Partner owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each other Limited Partner and each GP Shareholder is executing and delivering an agreement similar to this Agreement and is transferring the entire limited partnership interest in the Partnership and all of the capital stock in the General Partner, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the other Limited Partners and the GP Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Limited Partner hereby sells, transfers, conveys and assigns to Skywire all of its right, title and interest in and to the 487,892 Class A Units currently owned by it (collectively, the "Transferred Interests") in exchange for (i) 455,233 shares of Common Stock, par value \$.001 per share and (ii) 32,659 shares of Series A Preferred Stock, par value \$.001 per share, of Skywire (collectively, the "Shares"), effective immediately prior to the Series A Closing. Delivery under the Series A Preferred Stock Purchase Agreement (the "Purchase Agreement") of even date herewith among Skywire and the other parties thereto (including the Limited Partner) of that portion of the Transferred Units entitling the Limited Partner to the above number of Shares of Skywire Series A Preferred Stock, and receipt of such Shares of Series A Preferred Stock under the Purchase Agreement, shall be deemed to be delivery and receipt thereof, respectively, hereunder.

2. Skywire hereby accepts and agrees to be bound by all of the terms and provisions of the First Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of October 28, 1994, as amended (the "Partnership Agreement"), with all of the rights and obligations of the Limited Partner thereunder. Skywire hereby represents and warrants that: (i) it is acquiring the Transferred Interests for its own account for investment and not with a view to the distribution thereof and (ii) it will not resell the Transferred Interests unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Limited Partner hereby represents and warrants to Skywire that (i) it has good title to the Transferred Interests, (ii) it has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Interests, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) it is acquiring the Shares for its own account and not with a view to the distribution thereof and (iv) it will not resell the Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

4. The Limited Partner agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Limited Partner hereby agrees that it shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Limited Partner (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

5. To induce the Limited Partner to enter into this Agreement and to exchange the Transferred Interests for the Shares, Skywire hereby makes to the Limited Partner each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

6. The Partnership, the General Partner and Skywire hereby represent and warrant to the Limited Partner that (i) the General Partner has not been allocated aggregate tax losses during the life of the Partnership in excess of the General Partner's capital contributions to the Partnership and (ii) the exchange of the Transferred Interests for the Shares and the Conversion will be non-taxable to the Limited Partner, the Partnership and Skywire.

7. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

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

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

THE PARTNERSHIP:

SKYWIRE, L.P.

By: Skywire, Inc., its General Partner

By: Bryan M. Eagle
Name: BRYAN M. Eagle
Title: Chairman

THE GENERAL PARTNER:

SKYWIRE, INC.

By: Bryan M. Eagle
Name: BRYAN M. Eagle
Title: Chairman

SKYWIRE CORPORATION

By: Bryan M. Eagle
Name: BRYAN M. Eagle
Title: Chairman

THE LIMITED PARTNER:

ADEMCO COMMUNICATIONS PARTNER,
INC.

By: Leo A. Gutierrez
Name: LEO A. GUTIERREZ
Title: Chairman

EXCHANGE AGREEMENT

AGREEMENT, dated as of May 29, 1996, by and among Skywire, L.P., a Delaware limited partnership (the "Partnership"), Skywire, Inc., a Virginia corporation (the "General Partner"), Skywire Corporation, a newly-formed Delaware Corporation ("Newco"), J.P. Morgan Investment Corporation, a Delaware corporation ("JPMIC") and Sixty Wall Street SBIC Fund, L.P. a Delaware limited partnership (the "Fund").

WHEREAS, JPMIC purchased an aggregate of 1,073,646 Class B Preferred Limited Partnership Units of the Partnership ("Class B Units") pursuant to that certain Limited Partnership Interest Purchase Agreement, made as of the 28th day of October, 1994 (the "Morgan Purchase Agreement"), and was admitted to the Partnership as a Limited Partner on October 28, 1994;

WHEREAS, JPMIC acquired an additional 53,057 Class B Units and the Fund acquired 2,368 Class B Units (collectively, the "Conversion Units") upon conversion of \$396,555 principal amount of convertible subordinated notes of the Partnership issued pursuant to a letter agreement dated September 28, 1995, and the Fund was admitted to the Partnership as a Limited Partner as of May 21, 1996;

WHEREAS, it is the intention of the limited partners of the Partnership (the "Limited Partners") and the shareholders of the General Partner (the "GP Shareholders") that (i) all the Limited Partners transfer their respective limited partnership interests in the Partnership and (ii) all the GP Shareholders transfer all the capital stock of the General Partner owned by them to Newco in exchange for capital stock of Newco (the "Conversion") on the terms and conditions set forth in this Agreement;

WHEREAS, simultaneously herewith, each other Limited Partner and each GP Shareholder is executing and delivering an agreement similar to this Agreement and is transferring the entire limited partnership interest in the Partnership and all the capital stock in the General Partner, as applicable, owned by him or it in exchange for capital stock of Newco;

WHEREAS, the parties hereto, and the other Limited Partners and the GP Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Newco pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Newco and the persons named therein (the "Series A Preferred Purchase Agreement");

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NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, JPMIC hereby sells, transfers, conveys and assigns to Newco all of its right, title and interest in and to the 1,126,703 Class B Units currently owned by it (collectively, the "JPMIC Transferred Interests") in exchange for (i) 757,418 shares of Series B-1 Preferred Stock, par value \$.001 per share, (ii) 316,228 shares of Series B-2 Preferred Stock, par value \$.001 per share, and (iii) 53,057 shares of Series A Preferred Stock, par value \$.001 per share, of Newco (collectively, the "JPMIC Shares"), effective immediately prior to the Series A Closing.

2. Subject to the terms and conditions of this Agreement, the Fund hereby sells, transfers, conveys and assigns to Newco all of its right, title and interest in and to the 2,368 Class B Units currently owned by it (the "Fund Transferred Interests" and together with the JPMIC Transferred Interests, the "Transferred Interests") in exchange for 2,368 shares of Series A Preferred Stock, par value \$.001 per share, of Newco (the "Fund Shares" and together with the JPMIC Shares, the "Morgan Shares"), effective immediately prior to the Series A Closing.

3. Delivery under the Series A Preferred Stock Purchase Agreement of that portion of the Transferred Interests entitling JPMIC and the Fund to the above number of shares of Series A Preferred Stock of Newco, and receipt of such shares of Series A Preferred Stock under the Series A Preferred Stock Purchase Agreement, shall be deemed to be delivery and receipt thereof, respectively, hereunder.

4. Newco hereby accepts and agrees to be bound by all of the terms and provisions of the First Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of October 28, 1994, as amended (the "Partnership Agreement"), with all the rights and obligations of JPMIC and the Fund thereunder. Newco hereby represents and warrants that: (i) it is acquiring the Transferred Interests for its own account for investment and not with a view to the distribution thereof and (ii) it will not resell the Transferred Interests unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

5. JPMIC hereby represents and warrants to Newco that (i) it has good title to the JPMIC Transferred Interests and it has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Newco the JPMIC Transferred Interests, free and clear of all liens and encumbrances of whatsoever amount or nature, (ii) it is acquiring the JPMIC Shares for its own account for investment and not with a view to the distribution thereof and (iii) it will not resell the JPMIC Shares unless such sale is properly registered under

applicable securities laws or an exemption therefrom is available.

6. The Fund hereby represents and warrants to Newco that (i) it has good title to the Fund Transferred Interests and it has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Newco the Fund Transferred Interests, free and clear of all liens and encumbrances of whatsoever amount or nature, (ii) it is acquiring the Fund Shares for its own account for investment and not with a view to the distribution thereof and (iii) it will not resell the Fund Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

7. To induce JPMIC and the Fund to enter into this Agreement and to exchange the Transferred Interests for the Shares, Newco hereby makes to JPMIC and the Fund each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

8. The Partnership, the General Partner and Newco hereby represent and warrant to JPMIC and the Fund that (i) the General Partner has not been allocated aggregate tax losses during the life of the Partnership in excess of the General Partner's capital contributions to the Partnership and (ii) the exchange of the Transferred Interests for the Shares and the Conversion will be non-taxable to JPMIC, the Fund, the Partnership and Newco.

9. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

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

[SIGNATURE PAGE TO EXCHANGE AGREEMENT]

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

SKYWIRE, L.P.

By: Skywire, Inc., its General Partner

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: Chairman & CEO

SKYWIRE, INC.

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: Chairman & CEO

SKYWIRE CORPORATION

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: Chairman & CEO

J.P. MORGAN INVESTMENT CORPORATION

By: _____
Name:
Title:

SIXTY WALL STREET SBIC FUND, L.P.

By: Sixty Wall Street SBIC Corporation,
its General Partner

By: _____
Name:
Title:

[SIGNATURE PAGE TO EXCHANGE AGREEMENT]

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

SKYWIRE, L.P.

By: Skywire, Inc., its General Partner

By: _____

Name: _____

Title: _____

SKYWIRE, INC.

By: _____

Name: _____

Title: _____

SKYWIRE CORPORATION

By: _____

Name: _____

Title: _____

J.P. MORGAN INVESTMENT CORPORATION

By: _____

Name: John W. Williams

Title: Manager and Director

SIXTY WALL STREET SBIC FUND, L.P.

By: Sixty Wall Street SBIC Corporation,
its General Partner

By: _____

Name: _____

Title: _____

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[SIGNATURE PAGE TO EXCHANGE AGREEMENT]

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

SKYWIRE, L.P.

By: Skywire, Inc., its General Partner

By: _____
Name: _____
Title: _____

SKYWIRE, INC.

By: _____
Name: _____
Title: _____

SKYWIRE CORPORATION


By: _____
Name: _____
Title: _____

J.P. MORGAN INVESTMENT CORPORATION

By: _____
Name: _____
Title: _____

SIXTY WALL STREET SBIC FUND, L.P.

By: Sixty Wall Street SBIC Corporation,
its General Partner

By:  _____
Name: Lincoln E. Frank
Title: Manager

2. Skywire hereby accepts and agrees to be bound by all of the terms and provisions of the First Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of October 28, 1994, as amended (the "Partnership Agreement"), with all of the rights and obligations of the Limited Partner thereunder. Skywire hereby represents and warrants that: (i) it is acquiring the Transferred Interests for its own account for investment and not with a view to the distribution thereof and (ii) it will not resell the Transferred Interests unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Limited Partner hereby represents and warrants to Skywire that (i) it has good title to the Transferred Interests, (ii) it has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Interests, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) it is acquiring the Shares for its own account and not with a view to the distribution thereof and (iv) it will not resell the Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

4. The Limited Partner agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Limited Partner hereby agrees that it shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Limited Partner (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

5. To induce the Limited Partner to enter into this Agreement and to exchange the Transferred Interests for the Shares, Skywire hereby makes to the Limited Partner each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

6. The Partnership, the General Partner and Skywire hereby represent and warrant to the Limited Partner that (i) the General Partner has not been allocated aggregate tax losses during the life of the Partnership in excess of the General Partner's capital contributions to the Partnership and (ii) the exchange of the Transferred Interests for the Shares and the Conversion will be non-taxable to the Limited Partner, the Partnership and Skywire.

7. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

Bryan M. Eagle

**PARTNERSHIP INTEREST
EXCHANGE AGREEMENT**

THIS PARTNERSHIP INTEREST EXCHANGE AGREEMENT (this "Agreement"), dated as of May 30, 1996, by and among Skywire, L.P., a Delaware limited partnership (the "Partnership"), Skywire, Inc., a Virginia corporation (the "General Partner"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and Bryan M. Eagle, a Class A Limited Partner of the Partnership (the "Limited Partner").

WHEREAS, the Limited Partner owns an aggregate of 134,087 Class A Preferred Limited Partnership Units of the Partnership (the "Class A Units"); and

WHEREAS, it is the intention of the limited partners of the Partnership (collectively, the "Limited Partners") and the shareholders of the General Partner (the "GP Shareholders") that (i) all of the Limited Partners of the Partnership transfer their respective limited partnership interests in the Partnership and (ii) all of the GP Shareholders transfer all the capital stock of the General Partner owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each other Limited Partner and each GP Shareholder is executing and delivering an agreement similar to this Agreement and is transferring the entire limited partnership interest in the Partnership and all of the capital stock in the General Partner, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the other Limited Partners and the GP Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Limited Partner hereby sells, transfers, conveys and assigns to Skywire all of its right, title and interest in and to the 134,087 Class A Units currently owned by it (collectively, the "Transferred Interests") in exchange for (i) 121,780 shares of Common Stock, par value \$.001 per share and (ii) 12,307 shares of Series A Preferred Stock, par value \$.001 per share, of Skywire (collectively, the "Shares"), effective immediately prior to the Series A Closing. Delivery under the Series A Preferred Purchase Agreement of that portion of the Transferred Units entitling the Limited Partner to the above number of Shares of Skywire Series A Preferred Stock, and receipt of such Shares of Series A Preferred Stock under the Series A Preferred Purchase Agreement, shall be deemed to be delivery and receipt thereof, respectively, hereunder.

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

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

THE PARTNERSHIP:

SKYWIRE, L.P.

By: Skywire, Inc., its General Partner

By: Bruce Stevens
Name: BRUCE STEVENS
Title: SECRETARY + VP

THE GENERAL PARTNER:

SKYWIRE, INC.

By: Bruce Stevens
Name: BRUCE STEVENS
Title: SECRETARY + VP

SKYWIRE CORPORATION

By: Bruce Stevens
Name: BRUCE STEVENS
Title: SECRETARY + VP

THE LIMITED PARTNER:

Bryan M. Eagle
BRYAN M. EAGLE

**PARTNERSHIP INTEREST
EXCHANGE AGREEMENT**

THIS PARTNERSHIP INTEREST EXCHANGE AGREEMENT (this "Agreement"), dated as of May ~~30~~ 31, 1996, by and among Skywire, L.P., a Delaware limited partnership (the "Partnership"), Skywire, Inc., a Virginia corporation (the "General Partner"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and Bryan M. Eagle III, a Class A Limited Partner of the Partnership (the "Limited Partner").

WHEREAS, the Limited Partner owns an aggregate of 199,170 Class A Preferred Limited Partnership Units of the Partnership (the "Class A Units"); and

WHEREAS, it is the intention of the limited partners of the Partnership (collectively, the "Limited Partners") and the shareholders of the General Partner (the "GP Shareholders") that (i) all of the Limited Partners of the Partnership transfer their respective limited partnership interests in the Partnership and (ii) all of the GP Shareholders transfer all the capital stock of the General Partner owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each other Limited Partner and each GP Shareholder is executing and delivering an agreement similar to this Agreement and is transferring the entire limited partnership interest in the Partnership and all of the capital stock in the General Partner, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the other Limited Partners and the GP Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Limited Partner hereby sells, transfers, conveys and assigns to Skywire all of its right, title and interest in and to the 199,170 Class A Units currently owned by it (collectively, the "Transferred Interests") in exchange for (i) 188,750 shares of Common Stock, par value \$.001 per share and (ii) 10,420 shares of Series A Preferred Stock, par value \$.001 per share, of Skywire (collectively, the "Shares"), effective immediately prior to the Series A Closing. Delivery under the Series A Preferred Purchase Agreement of that portion of the Transferred Units entitling the Limited Partner to the above number of Shares of Skywire Series A Preferred Stock, and receipt of such Shares of Series A Preferred Stock under the Series A Preferred Purchase Agreement, shall be deemed to be delivery and receipt thereof, respectively, hereunder.

2. Skywire hereby accepts and agrees to be bound by all of the terms and provisions of the First Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of October 28, 1994, as amended (the "Partnership Agreement"), with all of the rights and obligations of the Limited Partner thereunder. Skywire hereby represents and warrants that: (i) it is acquiring the Transferred Interests for its own account for investment and not with a view to the distribution thereof and (ii) it will not resell the Transferred Interests unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Limited Partner hereby represents and warrants to Skywire that (i) it has good title to the Transferred Interests, (ii) it has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Interests, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) it is acquiring the Shares for its own account and not with a view to the distribution thereof and (iv) it will not resell the Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

4. The Limited Partner agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Limited Partner hereby agrees that it shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Limited Partner (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

5. To induce the Limited Partner to enter into this Agreement and to exchange the Transferred Interests for the Shares, Skywire hereby makes to the Limited Partner each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

6. The Partnership, the General Partner and Skywire hereby represent and warrant to the Limited Partner that (i) the General Partner has not been allocated aggregate tax losses during the life of the Partnership in excess of the General Partner's capital contributions to the Partnership and (ii) the exchange of the Transferred Interests for the Shares and the Conversion will be non-taxable to the Limited Partner, the Partnership and Skywire.

7. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

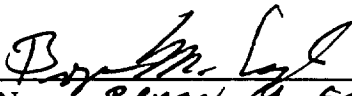
8. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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

THE PARTNERSHIP:

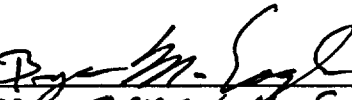
SKYWIRE, L.P.

By: Skywire, Inc., its General Partner

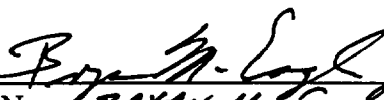
By: 
Name: BRYAN M. Eagle
Title: Chairman

THE GENERAL PARTNER:

SKYWIRE, INC.

By: 
Name: BRYAN M. Eagle
Title: Chairman

SKYWIRE CORPORATION

By: 
Name: BRYAN M. Eagle
Title: Chairman

THE LIMITED PARTNER:


BRYAN M. EAGLE III

**PARTNERSHIP INTEREST
EXCHANGE AGREEMENT**

THIS PARTNERSHIP INTEREST EXCHANGE AGREEMENT (this "Agreement"), dated as of May 30, 1996, by and among Skywire, L.P., a Delaware limited partnership (the "Partnership"), Skywire, Inc., a Virginia corporation (the "General Partner"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and Bruce W. Stevens, a Class A Limited Partner of the Partnership (the "Limited Partner").

WHEREAS, the Limited Partner owns an aggregate of 26,851 Class A Preferred Limited Partnership Units of the Partnership (the "Class A Units"); and

WHEREAS, it is the intention of the limited partners of the Partnership (collectively, the "Limited Partners") and the shareholders of the General Partner (the "GP Shareholders") that (i) all of the Limited Partners of the Partnership transfer their respective limited partnership interests in the Partnership and (ii) all of the GP Shareholders transfer all the capital stock of the General Partner owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each other Limited Partner and each GP Shareholder is executing and delivering an agreement similar to this Agreement and is transferring the entire limited partnership interest in the Partnership and all of the capital stock in the General Partner, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the other Limited Partners and the GP Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Limited Partner hereby sells, transfers, conveys and assigns to Skywire all of its right, title and interest in and to the 26,851 Class A Units currently owned by it (collectively, the "Transferred Interests") in exchange for (i) 25,000 shares of Common Stock, par value \$.001 per share and (ii) 1,851 shares of Series A Preferred Stock, par value \$.001 per share, of Skywire (collectively, the "Shares"), effective immediately prior to the Series A Closing. Delivery under the Series A Preferred Purchase Agreement of that portion of the Transferred Units entitling the Limited Partner to the above number of Shares of Skywire Series A Preferred Stock, and receipt of such Shares of Series A Preferred Stock under the Series A Preferred Purchase Agreement, shall be deemed to be delivery and receipt thereof, respectively, hereunder.

2. Skywire hereby accepts and agrees to be bound by all of the terms and provisions of the First Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of October 28, 1994, as amended (the "Partnership Agreement"), with all of the rights and obligations of the Limited Partner thereunder. Skywire hereby represents and warrants that: (i) it is acquiring the Transferred Interests for its own account for investment and not with a view to the distribution thereof and (ii) it will not resell the Transferred Interests unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Limited Partner hereby represents and warrants to Skywire that (i) it has good title to the Transferred Interests, (ii) it has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Interests, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) it is acquiring the Shares for its own account and not with a view to the distribution thereof and (iv) it will not resell the Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

4. The Limited Partner agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Limited Partner hereby agrees that it shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Limited Partner (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

5. To induce the Limited Partner to enter into this Agreement and to exchange the Transferred Interests for the Shares, Skywire hereby makes to the Limited Partner each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

6. The Partnership, the General Partner and Skywire hereby represent and warrant to the Limited Partner that (i) the General Partner has not been allocated aggregate tax losses during the life of the Partnership in excess of the General Partner's capital contributions to the Partnership and (ii) the exchange of the Transferred Interests for the Shares and the Conversion will be non-taxable to the Limited Partner, the Partnership and Skywire.

7. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

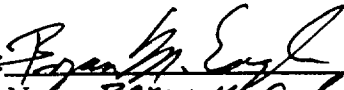
8. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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

THE PARTNERSHIP:

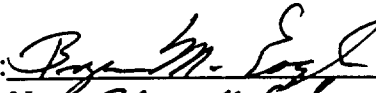
SKYWIRE, L.P.

By: Skywire, Inc., its General Partner


By: 
Name: BRYAN M. EAGLE
Title: Chairman

THE GENERAL PARTNER:

SKYWIRE, INC.

By: 
Name: BRYAN M. EAGLE
Title: Chairman

SKYWIRE CORPORATION

By: 
Name: BRYAN M. EAGLE
Title: Chairman

THE LIMITED PARTNER:


BRUCE W. STEVENS

**PARTNERSHIP INTEREST
EXCHANGE AGREEMENT**

THIS PARTNERSHIP INTEREST EXCHANGE AGREEMENT (this "Agreement"), dated as of May 30, 1996, by and among Skywire, L.P., a Delaware limited partnership (the "Partnership"), Skywire, Inc., a Virginia corporation (the "General Partner"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and Columbia Skywire Investors, L.P., a Class A Limited Partner of the Partnership (the "Limited Partner").

WHEREAS, the Limited Partner owns an aggregate of 2,406,941 Class A Preferred Limited Partnership Units of the Partnership (the "Class A Units"); and

WHEREAS, it is the intention of the limited partners of the Partnership (collectively, the "Limited Partners") and the shareholders of the General Partner (the "GP Shareholders") that (i) all of the Limited Partners of the Partnership transfer their respective limited partnership interests in the Partnership and (ii) all of the GP Shareholders transfer all the capital stock of the General Partner owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each other Limited Partner and each GP Shareholder is executing and delivering an agreement similar to this Agreement and is transferring the entire limited partnership interest in the Partnership and all of the capital stock in the General Partner, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the other Limited Partners and the GP Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Limited Partner hereby sells, transfers, conveys and assigns to Skywire all of its right, title and interest in and to the 2,406,941 Class A Units currently owned by it (collectively, the "Transferred Interests") in exchange for (i) 2,242,841 shares of Common Stock, par value \$.001 per share and (ii) 164,100 shares of Series A Preferred Stock, par value \$.001 per share, of Skywire (collectively, the "Shares"), effective immediately prior to the Series A Closing. Delivery under the Series A Preferred Purchase Agreement of that portion of the Transferred Units entitling the Limited Partner to the above number of Shares of Skywire Series A Preferred Stock, and receipt of such Shares of Series A Preferred Stock under the Series A Preferred Purchase Agreement, shall be deemed to be delivery and receipt thereof, respectively, hereunder.

2. Skywire hereby accepts and agrees to be bound by all of the terms and provisions of the First Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of October 28, 1994, as amended (the "Partnership Agreement"), with all of the rights and obligations of the Limited Partner thereunder. Skywire hereby represents and warrants that: (i) it is acquiring the Transferred Interests for its own account for investment and not with a view to the distribution thereof and (ii) it will not resell the Transferred Interests unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Limited Partner hereby represents and warrants to Skywire that (i) it has good title to the Transferred Interests, (ii) it has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Interests, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) it is acquiring the Shares for its own account and not with a view to the distribution thereof and (iv) it will not resell the Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

4. The Limited Partner agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Limited Partner hereby agrees that it shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Limited Partner (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

5. To induce the Limited Partner to enter into this Agreement and to exchange the Transferred Interests for the Shares, Skywire hereby makes to the Limited Partner each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

6. The Partnership, the General Partner and Skywire hereby represent and warrant to the Limited Partner that (i) the General Partner has not been allocated aggregate tax losses during the life of the Partnership in excess of the General Partner's capital contributions to the Partnership and (ii) the exchange of the Transferred Interests for the Shares and the Conversion will be non-taxable to the Limited Partner, the Partnership and Skywire.

7. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

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

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

THE PARTNERSHIP:

SKYWIRE, L.P.

By: Skywire, Inc., its General Partner

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: Chairman

THE GENERAL PARTNER:

SKYWIRE, INC.

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: Chairman

SKYWIRE CORPORATION

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: Chairman

THE LIMITED PARTNER:

COLUMBIA SKYWIRE INVESTORS, L.P.

By Columbia Capital Corporation,
its General Partner

By: _____
Name:
Title:

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

THE PARTNERSHIP:

SKYWIRE, L.P.

By: Skywire, Inc., its General Partner

By: _____

Name:

Title:

THE GENERAL PARTNER:

SKYWIRE, INC.

By: _____

Name:

Title:

SKYWIRE CORPORATION

By: _____

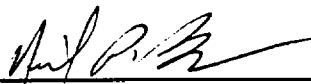
Name:

Title:

THE LIMITED PARTNER:

COLUMBIA SKYWIRE INVESTORS, L.P.

By Columbia Capital Corporation,
its General Partner

By:  _____

Name: Neil P. Byrne

Title: VICE PRESIDENT

PARTNERSHIP INTEREST EXCHANGE AGREEMENT

THIS PARTNERSHIP INTEREST EXCHANGE AGREEMENT (this "Agreement"), dated as of May 30, 1996, by and among Skywire, L.P., a Delaware limited partnership (the "Partnership"), Skywire, Inc., a Virginia corporation (the "General Partner"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and Ademco Communications Partner, Inc., a Class A Limited Partner of the Partnership (the "Limited Partner").

WHEREAS, the Limited Partner owns an aggregate of 487,892 Class A Preferred Limited Partnership Units of the Partnership (the "Class A Units"); and

WHEREAS, it is the intention of the limited partners of the Partnership (collectively, the "Limited Partners") and the shareholders of the General Partner (the "GP Shareholders") that (i) all of the Limited Partners of the Partnership transfer their respective limited partnership interests in the Partnership and (ii) all of the GP Shareholders transfer all the capital stock of the General Partner owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each other Limited Partner and each GP Shareholder is executing and delivering an agreement similar to this Agreement and is transferring the entire limited partnership interest in the Partnership and all of the capital stock in the General Partner, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the other Limited Partners and the GP Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Limited Partner hereby sells, transfers, conveys and assigns to Skywire all of its right, title and interest in and to the 487,892 Class A Units currently owned by it (collectively, the "Transferred Interests") in exchange for (i) 455,233 shares of Common Stock, par value \$.001 per share and (ii) 32,659 shares of Series A Preferred Stock, par value \$.001 per share, of Skywire (collectively, the "Shares"), effective immediately prior to the Series A Closing. Delivery under the Series A Preferred Stock Purchase Agreement (the "Purchase Agreement") of even date herewith among Skywire and the other parties thereto (including the Limited Partner) of that portion of the Transferred Units entitling the Limited Partner to the above number of Shares of Skywire Series A Preferred Stock, and receipt of such Shares of Series A Preferred Stock under the Purchase Agreement, shall be deemed to be delivery and receipt thereof, respectively, hereunder.

2. Skywire hereby accepts and agrees to be bound by all of the terms and provisions of the First Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of October 28, 1994, as amended (the "Partnership Agreement"), with all of the rights and obligations of the Limited Partner thereunder. Skywire hereby represents and warrants that: (i) it is acquiring the Transferred Interests for its own account for investment and not with a view to the distribution thereof and (ii) it will not resell the Transferred Interests unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Limited Partner hereby represents and warrants to Skywire that (i) it has good title to the Transferred Interests, (ii) it has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Interests, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) it is acquiring the Shares for its own account and not with a view to the distribution thereof and (iv) it will not resell the Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

4. The Limited Partner agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Limited Partner hereby agrees that it shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Limited Partner (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

5. To induce the Limited Partner to enter into this Agreement and to exchange the Transferred Interests for the Shares, Skywire hereby makes to the Limited Partner each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

6. The Partnership, the General Partner and Skywire hereby represent and warrant to the Limited Partner that (i) the General Partner has not been allocated aggregate tax losses during the life of the Partnership in excess of the General Partner's capital contributions to the Partnership and (ii) the exchange of the Transferred Interests for the Shares and the Conversion will be non-taxable to the Limited Partner, the Partnership and Skywire.

7. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

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

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

THE PARTNERSHIP:

SKYWIRE, L.P.

By: Skywire, Inc., its General Partner

By: Bryan M. Eagle
Name: BRYAN M. Eagle
Title: Chairman

THE GENERAL PARTNER:

SKYWIRE, INC.

By: Bryan M. Eagle
Name: BRYAN M. Eagle
Title: Chairman

SKYWIRE CORPORATION

By: Bryan M. Eagle
Name: BRYAN M. Eagle
Title: Chairman

THE LIMITED PARTNER:

ADEMCO COMMUNICATIONS PARTNER,
INC.

By: Leo A. Gutierrez
Name: Leo A. GUTIERREZ
Title: Chairman

EXCHANGE AGREEMENT

AGREEMENT, dated as of May 29, 1996, by and among Skywire, L.P., a Delaware limited partnership (the "Partnership"), Skywire, Inc., a Virginia corporation (the "General Partner"), Skywire Corporation, a newly-formed Delaware Corporation ("Newco"), J.P. Morgan Investment Corporation, a Delaware corporation ("JPMIC") and Sixty Wall Street SBIC Fund, L.P. a Delaware limited partnership (the "Fund").

WHEREAS, JPMIC purchased an aggregate of 1,073,646 Class B Preferred Limited Partnership Units of the Partnership ("Class B Units") pursuant to that certain Limited Partnership Interest Purchase Agreement, made as of the 28th day of October, 1994 (the "Morgan Purchase Agreement"), and was admitted to the Partnership as a Limited Partner on October 28, 1994;

WHEREAS, JPMIC acquired an additional 53,057 Class B Units and the Fund acquired 2,368 Class B Units (collectively, the "Conversion Units") upon conversion of \$396,555 principal amount of convertible subordinated notes of the Partnership issued pursuant to a letter agreement dated September 28, 1995, and the Fund was admitted to the Partnership as a Limited Partner as of May 21, 1996;

WHEREAS, it is the intention of the limited partners of the Partnership (the "Limited Partners") and the shareholders of the General Partner (the "GP Shareholders") that (i) all the Limited Partners transfer their respective limited partnership interests in the Partnership and (ii) all the GP Shareholders transfer all the capital stock of the General Partner owned by them to Newco in exchange for capital stock of Newco (the "Conversion") on the terms and conditions set forth in this Agreement;

WHEREAS, simultaneously herewith, each other Limited Partner and each GP Shareholder is executing and delivering an agreement similar to this Agreement and is transferring the entire limited partnership interest in the Partnership and all the capital stock in the General Partner, as applicable, owned by him or it in exchange for capital stock of Newco;

WHEREAS, the parties hereto, and the other Limited Partners and the GP Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Newco pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Newco and the persons named therein (the "Series A Preferred Purchase Agreement");

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NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, JPMIC hereby sells, transfers, conveys and assigns to Newco all of its right, title and interest in and to the 1,126,703 Class B Units currently owned by it (collectively, the "JPMIC Transferred Interests") in exchange for (i) 757,418 shares of Series B-1 Preferred Stock, par value \$.001 per share, (ii) 316,228 shares of Series B-2 Preferred Stock, par value \$.001 per share, and (iii) 53,057 shares of Series A Preferred Stock, par value \$.001 per share, of Newco (collectively, the "JPMIC Shares"), effective immediately prior to the Series A Closing.

2. Subject to the terms and conditions of this Agreement, the Fund hereby sells, transfers, conveys and assigns to Newco all of its right, title and interest in and to the 2,368 Class B Units currently owned by it (the "Fund Transferred Interests" and together with the JPMIC Transferred Interests, the "Transferred Interests") in exchange for 2,368 shares of Series A Preferred Stock, par value \$.001 per share, of Newco (the "Fund Shares" and together with the JPMIC Shares, the "Morgan Shares"), effective immediately prior to the Series A Closing.

3. Delivery under the Series A Preferred Stock Purchase Agreement of that portion of the Transferred Interests entitling JPMIC and the Fund to the above number of shares of Series A Preferred Stock of Newco, and receipt of such shares of Series A Preferred Stock under the Series A Preferred Stock Purchase Agreement, shall be deemed to be delivery and receipt thereof, respectively, hereunder.

4. Newco hereby accepts and agrees to be bound by all of the terms and provisions of the First Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of October 28, 1994, as amended (the "Partnership Agreement"), with all the rights and obligations of JPMIC and the Fund thereunder. Newco hereby represents and warrants that: (i) it is acquiring the Transferred Interests for its own account for investment and not with a view to the distribution thereof and (ii) it will not resell the Transferred Interests unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

5. JPMIC hereby represents and warrants to Newco that (i) it has good title to the JPMIC Transferred Interests and it has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Newco the JPMIC Transferred Interests, free and clear of all liens and encumbrances of whatsoever amount or nature, (ii) it is acquiring the JPMIC Shares for its own account for investment and not with a view to the distribution thereof and (iii) it will not resell the JPMIC Shares unless such sale is properly registered under

applicable securities laws or an exemption therefrom is available.

6. The Fund hereby represents and warrants to Newco that (i) it has good title to the Fund Transferred Interests and it has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Newco the Fund Transferred Interests, free and clear of all liens and encumbrances of whatsoever amount or nature, (ii) it is acquiring the Fund Shares for its own account for investment and not with a view to the distribution thereof and (iii) it will not resell the Fund Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

7. To induce JPMIC and the Fund to enter into this Agreement and to exchange the Transferred Interests for the Shares, Newco hereby makes to JPMIC and the Fund each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

8. The Partnership, the General Partner and Newco hereby represent and warrant to JPMIC and the Fund that (i) the General Partner has not been allocated aggregate tax losses during the life of the Partnership in excess of the General Partner's capital contributions to the Partnership and (ii) the exchange of the Transferred Interests for the Shares and the Conversion will be non-taxable to JPMIC, the Fund, the Partnership and Newco.

9. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

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

[SIGNATURE PAGE TO EXCHANGE AGREEMENT]

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

SKYWIRE, L.P.

By: Skywire, Inc., its General Partner

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: Chairman & CEO

SKYWIRE, INC.

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: Chairman & CEO

SKYWIRE CORPORATION

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: Chairman & CEO

J.P. MORGAN INVESTMENT CORPORATION

By: _____
Name:
Title:

SIXTY WALL STREET SBIC FUND, L.P.

By: Sixty Wall Street SBIC Corporation,
its General Partner

By: _____
Name:
Title:

[SIGNATURE PAGE TO EXCHANGE AGREEMENT]

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

SKYWIRE, L.P.
By: Skywire, Inc., its General Partner

By: _____
Name: _____
Title: _____

SKYWIRE, INC.

By: _____
Name: _____
Title: _____

SKYWIRE CORPORATION

By: _____
Name: _____
Title: _____

J.P. MORGAN INVESTMENT CORPORATION

By: *[Signature]*
Name: John W. Wether
Title: Manager and Director

SIXTY WALL STREET SBIC FUND, L.P.
By: Sixty Wall Street SBIC Corporation,
its General Partner

By: _____
Name: _____
Title: _____

FILED 05341520831140
326748.F26

[SIGNATURE PAGE TO EXCHANGE AGREEMENT]

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

SKYWIRE, L.P.

By: Skywire, Inc., its General Partner

By: _____
Name: _____
Title: _____

SKYWIRE, INC.

By: _____
Name: _____
Title: _____

SKYWIRE CORPORATION


By: _____
Name: _____
Title: _____

J.P. MORGAN INVESTMENT CORPORATION

By: _____
Name: _____
Title: _____

SIXTY WALL STREET SBIC FUND, L.P.

By: Sixty Wall Street SBIC Corporation,
its General Partner

By: X  _____
Name: Lincoln E. Frank
Title: Manager

Bryan M. Eagle

**PARTNERSHIP INTEREST
EXCHANGE AGREEMENT**

THIS PARTNERSHIP INTEREST EXCHANGE AGREEMENT (this "Agreement"), dated as of May 30, 1996, by and among Skywire, L.P., a Delaware limited partnership (the "Partnership"), Skywire, Inc., a Virginia corporation (the "General Partner"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and Bryan M. Eagle, a Class A Limited Partner of the Partnership (the "Limited Partner").

WHEREAS, the Limited Partner owns an aggregate of 134,087 Class A Preferred Limited Partnership Units of the Partnership (the "Class A Units"); and

WHEREAS, it is the intention of the limited partners of the Partnership (collectively, the "Limited Partners") and the shareholders of the General Partner (the "GP Shareholders") that (i) all of the Limited Partners of the Partnership transfer their respective limited partnership interests in the Partnership and (ii) all of the GP Shareholders transfer all the capital stock of the General Partner owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each other Limited Partner and each GP Shareholder is executing and delivering an agreement similar to this Agreement and is transferring the entire limited partnership interest in the Partnership and all of the capital stock in the General Partner, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the other Limited Partners and the GP Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Limited Partner hereby sells, transfers, conveys and assigns to Skywire all of its right, title and interest in and to the 134,087 Class A Units currently owned by it (collectively, the "Transferred Interests") in exchange for (i) 121,780 shares of Common Stock, par value \$.001 per share and (ii) 12,307 shares of Series A Preferred Stock, par value \$.001 per share, of Skywire (collectively, the "Shares"), effective immediately prior to the Series A Closing. Delivery under the Series A Preferred Purchase Agreement of that portion of the Transferred Units entitling the Limited Partner to the above number of Shares of Skywire Series A Preferred Stock, and receipt of such Shares of Series A Preferred Stock under the Series A Preferred Purchase Agreement, shall be deemed to be delivery and receipt thereof, respectively, hereunder.

2. Skywire hereby accepts and agrees to be bound by all of the terms and provisions of the First Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of October 28, 1994, as amended (the "Partnership Agreement"), with all of the rights and obligations of the Limited Partner thereunder. Skywire hereby represents and warrants that: (i) it is acquiring the Transferred Interests for its own account for investment and not with a view to the distribution thereof and (ii) it will not resell the Transferred Interests unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Limited Partner hereby represents and warrants to Skywire that (i) it has good title to the Transferred Interests, (ii) it has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Interests, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) it is acquiring the Shares for its own account and not with a view to the distribution thereof and (iv) it will not resell the Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

4. The Limited Partner agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Limited Partner hereby agrees that it shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Limited Partner (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

5. To induce the Limited Partner to enter into this Agreement and to exchange the Transferred Interests for the Shares, Skywire hereby makes to the Limited Partner each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

6. The Partnership, the General Partner and Skywire hereby represent and warrant to the Limited Partner that (i) the General Partner has not been allocated aggregate tax losses during the life of the Partnership in excess of the General Partner's capital contributions to the Partnership and (ii) the exchange of the Transferred Interests for the Shares and the Conversion will be non-taxable to the Limited Partner, the Partnership and Skywire.

7. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

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

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

THE PARTNERSHIP:

SKYWIRE, L.P.

By: Skywire, Inc., its General Partner

By: Bruce Stevens
Name: BRUCE STEVENS
Title: SECRETARY + VP

THE GENERAL PARTNER:

SKYWIRE, INC.

By: Bruce Stevens
Name: BRUCE STEVENS
Title: SECRETARY + VP

SKYWIRE CORPORATION

By: Bruce Stevens
Name: BRUCE STEVENS
Title: SECRETARY + VP

THE LIMITED PARTNER:

Bryan M. Eagle
BRYAN M. EAGLE

**PARTNERSHIP INTEREST
EXCHANGE AGREEMENT**

THIS PARTNERSHIP INTEREST EXCHANGE AGREEMENT (this "Agreement"), dated as of May ~~30~~ 31, 1996, by and among Skywire, L.P., a Delaware limited partnership (the "Partnership"), Skywire, Inc., a Virginia corporation (the "General Partner"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and Bryan M. Eagle III, a Class A Limited Partner of the Partnership (the "Limited Partner").

WHEREAS, the Limited Partner owns an aggregate of 199,170 Class A Preferred Limited Partnership Units of the Partnership (the "Class A Units"); and

WHEREAS, it is the intention of the limited partners of the Partnership (collectively, the "Limited Partners") and the shareholders of the General Partner (the "GP Shareholders") that (i) all of the Limited Partners of the Partnership transfer their respective limited partnership interests in the Partnership and (ii) all of the GP Shareholders transfer all the capital stock of the General Partner owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each other Limited Partner and each GP Shareholder is executing and delivering an agreement similar to this Agreement and is transferring the entire limited partnership interest in the Partnership and all of the capital stock in the General Partner, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the other Limited Partners and the GP Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Limited Partner hereby sells, transfers, conveys and assigns to Skywire all of its right, title and interest in and to the 199,170 Class A Units currently owned by it (collectively, the "Transferred Interests") in exchange for (i) 188,750 shares of Common Stock, par value \$.001 per share and (ii) 10,420 shares of Series A Preferred Stock, par value \$.001 per share, of Skywire (collectively, the "Shares"), effective immediately prior to the Series A Closing. Delivery under the Series A Preferred Purchase Agreement of that portion of the Transferred Units entitling the Limited Partner to the above number of Shares of Skywire Series A Preferred Stock, and receipt of such Shares of Series A Preferred Stock under the Series A Preferred Purchase Agreement, shall be deemed to be delivery and receipt thereof, respectively, hereunder.

2. Skywire hereby accepts and agrees to be bound by all of the terms and provisions of the First Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of October 28, 1994, as amended (the "Partnership Agreement"), with all of the rights and obligations of the Limited Partner thereunder. Skywire hereby represents and warrants that: (i) it is acquiring the Transferred Interests for its own account for investment and not with a view to the distribution thereof and (ii) it will not resell the Transferred Interests unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Limited Partner hereby represents and warrants to Skywire that (i) it has good title to the Transferred Interests, (ii) it has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Interests, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) it is acquiring the Shares for its own account and not with a view to the distribution thereof and (iv) it will not resell the Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

4. The Limited Partner agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Limited Partner hereby agrees that it shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Limited Partner (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

5. To induce the Limited Partner to enter into this Agreement and to exchange the Transferred Interests for the Shares, Skywire hereby makes to the Limited Partner each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

6. The Partnership, the General Partner and Skywire hereby represent and warrant to the Limited Partner that (i) the General Partner has not been allocated aggregate tax losses during the life of the Partnership in excess of the General Partner's capital contributions to the Partnership and (ii) the exchange of the Transferred Interests for the Shares and the Conversion will be non-taxable to the Limited Partner, the Partnership and Skywire.

7. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

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

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

THE PARTNERSHIP:

SKYWIRE, L.P.

By: Skywire, Inc., its General Partner

By: Bryan M. Eagle
Name: BRYAN M. Eagle
Title: Chairman

THE GENERAL PARTNER:

SKYWIRE, INC.

By: Bryan M. Eagle
Name: BRYAN M. Eagle
Title: Chairman

SKYWIRE CORPORATION

By: Bryan M. Eagle
Name: BRYAN M. Eagle
Title: Chairman

THE LIMITED PARTNER:

Bryan M. Eagle III
BRYAN M. EAGLE III

Bruce W. Stevens

**PARTNERSHIP INTEREST
EXCHANGE AGREEMENT**

THIS PARTNERSHIP INTEREST EXCHANGE AGREEMENT (this "Agreement"), dated as of May 30, 1996, by and among Skywire, L.P., a Delaware limited partnership (the "Partnership"), Skywire, Inc., a Virginia corporation (the "General Partner"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and Bruce W. Stevens, a Class A Limited Partner of the Partnership (the "Limited Partner").

WHEREAS, the Limited Partner owns an aggregate of 26,851 Class A Preferred Limited Partnership Units of the Partnership (the "Class A Units"); and

WHEREAS, it is the intention of the limited partners of the Partnership (collectively, the "Limited Partners") and the shareholders of the General Partner (the "GP Shareholders") that (i) all of the Limited Partners of the Partnership transfer their respective limited partnership interests in the Partnership and (ii) all of the GP Shareholders transfer all the capital stock of the General Partner owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each other Limited Partner and each GP Shareholder is executing and delivering an agreement similar to this Agreement and is transferring the entire limited partnership interest in the Partnership and all of the capital stock in the General Partner, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the other Limited Partners and the GP Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Limited Partner hereby sells, transfers, conveys and assigns to Skywire all of its right, title and interest in and to the 26,851 Class A Units currently owned by it (collectively, the "Transferred Interests") in exchange for (i) 25,000 shares of Common Stock, par value \$.001 per share and (ii) 1,851 shares of Series A Preferred Stock, par value \$.001 per share, of Skywire (collectively, the "Shares"), effective immediately prior to the Series A Closing. Delivery under the Series A Preferred Purchase Agreement of that portion of the Transferred Units entitling the Limited Partner to the above number of Shares of Skywire Series A Preferred Stock, and receipt of such Shares of Series A Preferred Stock under the Series A Preferred Purchase Agreement, shall be deemed to be delivery and receipt thereof, respectively, hereunder.

2. Skywire hereby accepts and agrees to be bound by all of the terms and provisions of the First Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of October 28, 1994, as amended (the "Partnership Agreement"), with all of the rights and obligations of the Limited Partner thereunder. Skywire hereby represents and warrants that: (i) it is acquiring the Transferred Interests for its own account for investment and not with a view to the distribution thereof and (ii) it will not resell the Transferred Interests unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Limited Partner hereby represents and warrants to Skywire that (i) it has good title to the Transferred Interests, (ii) it has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Interests, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) it is acquiring the Shares for its own account and not with a view to the distribution thereof and (iv) it will not resell the Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

4. The Limited Partner agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Limited Partner hereby agrees that it shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Limited Partner (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

5. To induce the Limited Partner to enter into this Agreement and to exchange the Transferred Interests for the Shares, Skywire hereby makes to the Limited Partner each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

6. The Partnership, the General Partner and Skywire hereby represent and warrant to the Limited Partner that (i) the General Partner has not been allocated aggregate tax losses during the life of the Partnership in excess of the General Partner's capital contributions to the Partnership and (ii) the exchange of the Transferred Interests for the Shares and the Conversion will be non-taxable to the Limited Partner, the Partnership and Skywire.

7. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

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

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

THE PARTNERSHIP:

SKYWIRE, L.P.

By: Skywire, Inc., its General Partner

By: Bryan M. Eagle
Name: BRYAN M. Eagle
Title: Chairman

THE GENERAL PARTNER:

SKYWIRE, INC.

By: Bryan M. Eagle
Name: BRYAN M. Eagle
Title: Chairman

SKYWIRE CORPORATION

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: Chairman

THE LIMITED PARTNER:

Bruce W. Stevens
BRUCE W. STEVENS

SKYWIRE, INC.

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING**

Pursuant to the provisions of Section 13.1-685 of the Virginia Stock Corporation Act, the undersigned, being all of the duly elected members of the Board of Directors of Skywire, Inc., a Virginia corporation (the "Corporation"), do hereby consent to the taking of the following actions upon the unanimous written consent of the Board of Directors to the same effect and purpose as if an actual special meeting of the Board of Directors of the Corporation had been held, and the actions set forth below shall constitute the valid corporate actions of the Board of Directors and shall have the same force and effect as if such action had been authorized and taken at a formal special meeting of the Board of Directors of the Corporation, and as if all of the members of the Board of Directors were present in person at such meeting and voted unanimously in favor thereof, with such written consent to be filed by the Secretary of the Corporation with the minutes of the meetings of the Board of Directors; to-wit:

Reorganization

RESOLVED, that the Corporation shall be authorized, on its own behalf and on behalf of Skywire, L.P. (the "Partnership"), to enter into various Exchange Agreements (the "Partnership Interest Exchange Agreements") by and among the Partnership, the Corporation, Skywire Corporation ("Skywire Corp") and the holders of the Partnership's Limited Partnership Units ("Units"), pursuant to which such holders shall surrender and exchange each of their Units for shares of stock of the Skywire Corp; and

FURTHER RESOLVED, that the Corporation shall be authorized to enter into various Exchange Agreements (the "Stock Exchange Agreements") by and among the Corporation, Skywire Corporation ("Skywire Corp") and the shareholders of the Corporation pursuant to which each of the shareholders of the Corporation shall surrender and exchange each of their shares of Common Stock of the Corporation for shares of stock of Skywire Corp (such exchange, together

with the exchange of Units for stock in Skywire Corp and all other actions and transactions related thereto, collectively, the "Reorganization"); and

FURTHER RESOLVED, that the proper officers of the Corporation be, and each of them hereby is, on behalf of the Corporation, authorized to execute and deliver the Partnership Interest Exchange Agreements and the Stock Exchange Agreements referenced above in the form of the drafts presented to or as otherwise described to the board of directors with, such changes therein as the officers executing the same may deem necessary or advisable, such execution to be conclusive evidence that the same has been approved by the Board of Directors; and

Amendments to Partnership Agreement

RESOLVED, that the Corporation shall be authorized, on its own behalf and on behalf of the Partnership, to enter into that certain Third Amendment to Partnership Agreement dated as of May 21, 1996 pursuant to which the Partnership Agreement shall be amended so as to reflect (i) the admission of Sixty Wall Street SBIC Fund, L.P. ("Sixty Wall") as a new Limited Partner of the Partnership and (ii) the issuance by the Partnership of additional Limited Partnership Units in connection with the conversion by Sixty Wall and the other Limited Partners of their interests in certain Convertible Subordinated Notes issued by the Partnership in an aggregate principal amount of \$1,980,000 pursuant to a Capital Call and Issuance Notice dated September 14, 1995 and a Capital Call Step Two Notice dated December 29, 1995; and

FURTHER RESOLVED, that the Corporation shall be authorized, on its own behalf and on behalf of the Partnership, to enter into that certain Fourth Amendment to Partnership Agreement, to be dated the date of the closing of Skywire Corp's private placement of Series A Preferred Stock, pursuant to which the Partnership Agreement shall be amended so as to reflect (i) the admission of Skywire Corp as the sole Limited Partner of the Partnership in connection with the execution of the Partnership Interest Exchange Agreements; and

FURTHER RESOLVED, that the proper officers of the Corporation be, and each of them hereby is, on behalf of the Corporation, authorized to execute and deliver the Third Amendment to Partnership Agreement and the Fourth Amendment to Partnership Agreement referenced above in the form of the drafts presented to or as otherwise described to the board of directors, with such changes therein as the officers executing the same may deem necessary or advisable, such execution to be conclusive evidence that the same has been approved by the Board of Directors; and

1993 Unit Option Plan

RESOLVED, that any and all actions taken by (i) any directors of the Corporation acting together as the Compensation Committee of the Board of Directors of the Corporation, and (ii) by the President of the Corporation taken on behalf of the Corporation, in each case in connection with administering the Partnership's 1993 Unit Option Plan prior to the effective date of this consent, are hereby approved, ratified and confirmed; and

Miscellaneous

RESOLVED, that any and all actions of the officers, directors and of any person designated and authorized to act on behalf of the Corporation, taken on behalf of the Corporation prior to the effective date of this consent, are hereby approved, ratified and confirmed; and

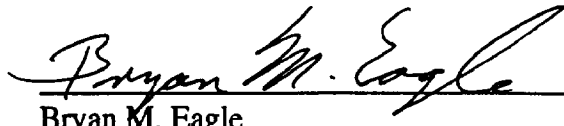
FURTHER RESOLVED, that the proper officers be, and each of them is, authorized and empowered, either directly or through the other officers of the Corporation, to incur such costs and expenses, to do all acts, transactions and things and to execute and deliver any and all agreements, they, or any of them, deem appropriate in connection with the foregoing resolutions, including those as are necessary or appropriate to carry out and effectuate the Reorganization.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their

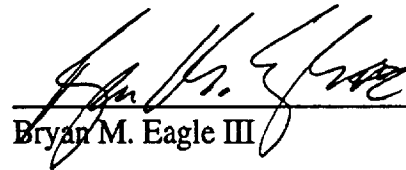
names as all of the members of the Board of Directors, who would be entitled to vote upon the resolutions hereinabove set forth, as of the effective date hereof, in attestation to the accuracy of the foregoing Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting and of their approval of taking such action by unanimous written consent of the Board of Directors rather than by formal special meeting, and of their waiver of notice of any such special meeting of the Board of Directors, had one been held. The undersigned directors hereby waive all notice of a meeting and the holding of a meeting of the Board of Directors to act upon said resolutions, agree that this Consent may be executed in counterparts, and direct that this Consent, which shall be effective as of May 21, 1996, be inserted in the minute book of the Corporation.

BOARD OF DIRECTORS

Date: _____


Bryan M. Eagle

Date: _____


Bryan M. Eagle III

Date: _____

John Watkins

Date: _____

R. Philip Herget III

Date: _____

Robert B. Blow

BOARD OF DIRECTORS


Date: _____

Bryan M. Eagle

Date: _____

Bryan M. Eagle III

Date: _____


John Watkins

Date: _____

R. Philip Herget III

Date: _____

Robert B. Blow

BOARD OF DIRECTORS

Date: _____

Bryan M. Eagle

Date: _____

Bryan M. Eagle III

Date: _____

John Watkins

Date: _____




R. Philip Herget III

Date: _____

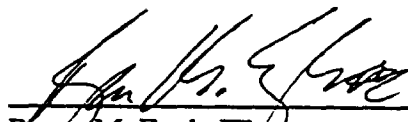
Robert B. Blow

BOARD OF DIRECTORS

Date: 5/29/96


Bryan M. Eagle

Date: 5/29/96


Bryan M. Eagle III

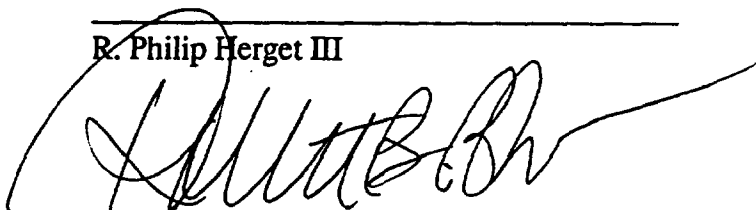
Date: _____

John Watkins

Date: _____

R. Philip Herget III

Date: 5/29/96


Robert B. Blow

FOURTH AMENDMENT
TO PARTNERSHIP AGREEMENT

This FOURTH AMENDMENT (this "Amendment") is made as of May ³⁰, 1996 by and among Skywire, L.P. (the "Partnership"), Skywire, Inc. (the "General Partner") and the persons named on Schedule A hereto as limited partners (each a "Limited Partner").

WITNESSETH:

WHEREAS, the General Partner and certain of the Limited Partners formed the Partnership in 1993 and entered into a First Amended and Restated Agreement of Limited Partnership of Skywire, L.P. dated as of October 28, 1994 (the "Partnership Agreement"); and

WHEREAS, the Partnership Agreement was amended by a First Amendment to the First Amended and Restated Agreement of Limited Partnership of Skywire, L.P. dated as of May 25, 1995 (the "First Amendment"); and

WHEREAS, the Partnership Agreement was further amended by a Second Amendment to the First Amended and Restated Agreement of Limited Partnership of Skywire, L.P. dated as of February 27, 1996 (the "Second Amendment"); and

WHEREAS, the Partnership Agreement was further amended by a Third Amendment to the First Amended and Restated Agreement of Limited Partnership of Skywire, L.P. dated May 21, 1996 (the "Third Amendment"); and

WHEREAS, pursuant to Exchange Agreements by and among the Limited Partners and Skywire Corporation (each, an "Exchange Agreement" and collectively, the "Exchange Agreements"), each Limited Partner contributed his or its respective Limited Partnership Interest Units ("Units") in the Partnership to Skywire Corporation in exchange for stock in Skywire Corporation; and

WHEREAS, the parties therefore desire to amend the Partnership Agreement so as to reflect such contributions and the resulting admission of Skywire Corporation as the sole Limited Partner of the Partnership.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

(1) Schedule A to the Partnership Agreement (as heretofore replaced by Schedule A to the Third Amendment) is hereby deleted in its entirety, and replaced by the Schedule A attached to this Amendment, effective as of the date hereof.

(2) With respect to the transfers of the Units to Skywire Corporation pursuant to the Exchange Agreements, the conditions of transferability contained in Section 10.4 of the Partnership Agreement are hereby waived.

(3) Section 11.1(d) of the Partnership Agreement is hereby deleted in its entirety such that transfers of all of the Class A Units pursuant to the Exchange Agreements shall not cause the Partnership to dissolve and terminate pursuant to Section 11.1 of the Agreement.

(4) Skywire Corporation is hereby admitted as a Class A Limited Partner and a Class B Limited Partner with a Capital Contribution to the Partnership and the number of Class A Units and Class B Units set forth opposite its name on Schedule A attached to this Amendment.

(5) Skywire Corporation hereby assumes all of the obligations of a "Limited Partner" under the Partnership Agreement and accepts and agrees to be bound by all of the terms and provisions thereof (including without limitation the provisions of Section 13.4 thereof).

(6) Except as herein amended, the Partnership Agreement (as amended by the First Amendment, the Second Amendment and the Third Amendment) is hereby ratified, confirmed and reaffirmed in all respects.

(7) This Amendment may be executed in counterparts, each one of which shall be deemed an original and all the counterparts together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned parties have hereunto affixed their signatures effective as of the date and year first above written.

Partnership:

SKYWIRE, L.P.
By Its General Partner,
SKYWIRE, INC.

By: Bryan M. Eagle
Name: Bryan M. Eagle
Title: Chairman

General Partner:

SKYWIRE, INC.

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: CHAIRMAN

Class A Limited Partner:

SKYWIRE CORPORATION

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: CHAIRMAN

Class B Limited Partner:

SKYWIRE CORPORATION

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: CHAIRMAN

The undersigned hereby withdraw as limited partners.

WITHDRAWING CLASS A LIMITED PARTNERS

Bryan M. Eagle
BRYAN M. EAGLE III

Bryan M. Eagle
BRYAN M. EAGLE

COLUMBIA SKYWIRE INVESTORS, L.P.

By Its General Partner,
Columbia Capital Corporation

By: _____
Name: _____
Title: _____

General Partner:

SKYWIRE, INC.

By: _____

Name: _____

Title: _____

Class A Limited Partner:

SKYWIRE CORPORATION

By: _____

Name: _____

Title: _____

Class B Limited Partner:

SKYWIRE CORPORATION

By: _____

Name: _____

Title: _____

The undersigned hereby withdraw as limited partners.

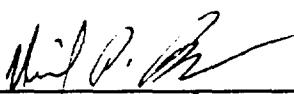
WITHDRAWING CLASS A LIMITED PARTNERS

BRYAN M. EAGLE III

BRYAN M. EAGLE

COLUMBIA SKYWIRE INVESTORS, L.P.

By Its General Partner,
Columbia Capital Corporation

By:  _____

Name: Neil P. Byrnes

Title: VIC PRESIDENT

ADEMCO COMMUNICATIONS PARTNER, INC.

By: _____

Name: _____

Title: _____

BRUCE W. STEVENS

WITHDRAWING CLASS B LIMITED PARTNERS

SIXTY WALL STREET SBIC FUND, L.P.

By Its General Partner,

Sixty Wall Street SBIC Corporation

By: _____

Name: _____

Title: _____

J.P. MORGAN INVESTMENT CORPORATION

By: _____

Name: _____

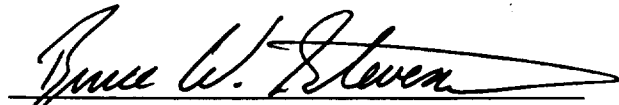
Title: _____

ADEMCO COMMUNICATIONS PARTNER, INC.

By: _____

Name: _____

Title: _____



BRUCE W. STEVENS

WITHDRAWING CLASS B LIMITED PARTNERS

SIXTY WALL STREET SBIC FUND, L.P.

By Its General Partner,

Sixty Wall Street SBIC Corporation

By: _____

Name: _____

Title: _____

J.P. MORGAN INVESTMENT CORPORATION

By: _____

Name: _____

Title: _____

ADEMCO COMMUNICATIONS PARTNER, INC.

By: _____
Name: _____
Title: _____

BRUCE W. STEVENS

WITHDRAWING CLASS B LIMITED PARTNERS

SIXTY WALL STREET SBIC FUND, L.P.
By Its General Partner,
Sixty Wall Street SBIC Corporation

By: _____
Name: _____
Title: _____

J.P. MORGAN INVESTMENT CORPORATION

By: John W. Watkins
Name: John W. Watkins
Title: Manager + Director


ADEMCO COMMUNICATIONS PARTNER, INC.

By: _____
Name: _____
Title: _____

BRUCE W. STEVENS

WITHDRAWING CLASS B LIMITED PARTNERS

SIXTY WALL STREET SBIC FUND, L.P.
By Its General Partner,
Sixty Wall Street SBIC Corporation

By: X  _____
Name: Lincoln E. Frank
Title: Manager

J.P. MORGAN INVESTMENT CORPORATION

By: _____
Name: _____
Title: _____

STOCK EXCHANGE AGREEMENT

THIS STOCK EXCHANGE AGREEMENT (this "Agreement"), dated as of May 30, 1996, by and among Skywire, Inc., a Virginia corporation ("SI"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and Ademco Communications Partner, Inc., a Delaware corporation (the "Stockholder").

WHEREAS, the Stockholder owns an aggregate of Twenty (20) shares of Common Stock of SI; and

WHEREAS, it is the intention of the limited partners (collectively, the "Limited Partners") of Skywire, L.P., a Delaware limited partnership (the "Partnership") and the shareholders of SI (the "Shareholders") that (i) all of the Limited Partners transfer their respective limited partnership interests in the Partnership and (ii) all of the Shareholders transfer all the capital stock of SI owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each Limited Partner and each of the other Shareholders is executing and delivering an agreement similar to this Agreement and is transferring its or its entire limited partnership interest in the Partnership and all of its or its capital stock in SI, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the Limited Partners and the other Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Stockholder hereby sells, transfers, conveys and assigns to Skywire all of its right, title and interest in and to the Twenty (20) shares of Common Stock of SI currently owned by him (collectively, the "Transferred Shares") in exchange for 1,170 shares of Common Stock, par value \$.001 per share of Skywire (collectively, the "New Shares"), effective immediately prior to the Series A Closing.
2. The Stockholder hereby represents and warrants to Skywire that (i) he has good title to the Transferred Interests, (ii) he has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Shares, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) he is acquiring the

New Shares for its own account and not with a view to the distribution thereof and (iv) he will not resell the New Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Stockholder agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Stockholder hereby agrees that he shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Stockholder (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

4. To induce the Stockholder to enter into this Agreement and to exchange the Transferred Shares for the New Shares, Skywire hereby makes to the Stockholder each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

5. SI and Skywire hereby represent and warrant to the Stockholder that (i) SI has not been allocated aggregate tax losses during the life of the Partnership in excess of SI's capital contributions to the Partnership and (ii) the exchange of the Transferred Shares for the New Shares and the Conversion will be non-taxable to the Stockholder, the Partnership and Skywire.

6. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

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

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

SKYWIRE, INC.

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: Chairman

SKYWIRE CORPORATION

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: Chairman

ADEMCO COMMUNICATIONS PARTNER,
INC.

By: Leo A. Gutwirth
Name: LEO A. GUTWIRTH
Title: Ch.

STOCK EXCHANGE AGREEMENT

THIS STOCK EXCHANGE AGREEMENT (this "Agreement"), dated as of May 30, 1996, by and among Skywire, Inc., a Virginia corporation ("SI"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and Bryan M. Eagle (the "Stockholder").

WHEREAS, the Stockholder owns an aggregate of Twenty (20) shares of Common Stock of SI; and

WHEREAS, it is the intention of the limited partners (collectively, the "Limited Partners") of Skywire, L.P., a Delaware limited partnership (the "Partnership") and the shareholders of SI (the "Shareholders") that (i) all of the Limited Partners transfer their respective limited partnership interests in the Partnership and (ii) all of the Shareholders transfer all the capital stock of SI owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each Limited Partner and each of the other Shareholders is executing and delivering an agreement similar to this Agreement and is transferring its or his entire limited partnership interest in the Partnership and all of its or his capital stock in SI, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the Limited Partners and the other Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Stockholder hereby sells, transfers, conveys and assigns to Skywire all of his right, title and interest in and to the Twenty (20) shares of Common Stock of SI currently owned by him (collectively, the "Transferred Shares") in exchange for 1,170 shares of Common Stock, par value \$.001 per share of Skywire (collectively, the "New Shares"), effective immediately prior to the Series A Closing.

2. The Stockholder hereby represents and warrants to Skywire that (i) he has good title to the Transferred Interests, (ii) he has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Shares, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) he is acquiring the New Shares for his own account and not with a view to the distribution thereof and (iv) he will

not resell the New Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Stockholder agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Stockholder hereby agrees that he shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Stockholder (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

4. To induce the Stockholder to enter into this Agreement and to exchange the Transferred Shares for the New Shares, Skywire hereby makes to the Stockholder each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

5. SI and Skywire hereby represent and warrant to the Stockholder that (i) SI has not been allocated aggregate tax losses during the life of the Partnership in excess of SI's capital contributions to the Partnership and (ii) the exchange of the Transferred Shares for the New Shares and the Conversion will be non-taxable to the Stockholder, the Partnership and Skywire.

6. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

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

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

SKYWIRE, INC.

By: Bruce W. Stevens
Name: BRUCE W. STEVENS
Title: VP + Secretary

SKYWIRE CORPORATION

By: Bruce W. Stevens
Name: BRUCE W. STEVENS
Title: VP + Secretary

Bryan M. Eagle
BRYAN M. EAGLE

STOCK EXCHANGE AGREEMENT

THIS STOCK EXCHANGE AGREEMENT (this "Agreement"), dated as of May 30, 1996, by and among Skywire, Inc., a Virginia corporation ("SI"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and Bryan M. Eagle III (the "Stockholder").

WHEREAS, the Stockholder owns an aggregate of Ninety Three and One/Tenth's (93.1) shares of Common Stock of SI; and

WHEREAS, it is the intention of the limited partners (collectively, the "Limited Partners") of Skywire, L.P., a Delaware limited partnership (the "Partnership") and the shareholders of SI (the "Shareholders") that (i) all of the Limited Partners transfer their respective limited partnership interests in the Partnership and (ii) all of the Shareholders transfer all the capital stock of SI owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each Limited Partner and each of the other Shareholders is executing and delivering an agreement similar to this Agreement and is transferring its or his entire limited partnership interest in the Partnership and all of its or his capital stock in SI, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the Limited Partners and the other Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Stockholder hereby sells, transfers, conveys and assigns to Skywire all of his right, title and interest in and to the Ninety Three and One/Tenth's (93.1) shares of Common Stock of SI currently owned by him (collectively, the "Transferred Shares") in exchange for 5,447 shares of Common Stock, par value \$.001 per share of Skywire (collectively, the "New Shares"), effective immediately prior to the Series A Closing.
2. The Stockholder hereby represents and warrants to Skywire that (i) he has good title to the Transferred Interests, (ii) he has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Shares, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) he is acquiring the

New Shares for his own account and not with a view to the distribution thereof and (iv) he will not resell the New Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Stockholder agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Stockholder hereby agrees that he shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Stockholder (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

4. To induce the Stockholder to enter into this Agreement and to exchange the Transferred Shares for the New Shares, Skywire hereby makes to the Stockholder each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

5. SI and Skywire hereby represent and warrant to the Stockholder that (i) SI has not been allocated aggregate tax losses during the life of the Partnership in excess of SI's capital contributions to the Partnership and (ii) the exchange of the Transferred Shares for the New Shares and the Conversion will be non-taxable to the Stockholder, the Partnership and Skywire.

6. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

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

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

SKYWIRE, INC.

By: Bryan M. Eagle
Name: BRYAN M. Eagle
Title: CHAIRMAN

SKYWIRE CORPORATION

By: Bryan M. Eagle
Name: BRYAN M. Eagle
Title: CHAIRMAN

Bryan M. Eagle III
BRYAN M. EAGLE III

STOCK EXCHANGE AGREEMENT

THIS STOCK EXCHANGE AGREEMENT (this "Agreement"), dated as of May 30, 1996, by and among Skywire, Inc., a Virginia corporation ("SI"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and Robert B. Blow (the "Stockholder").

WHEREAS, the Stockholder owns an aggregate of 108.18 shares of Common Stock of SI; and

WHEREAS, it is the intention of the limited partners (collectively, the "Limited Partners") of Skywire, L.P., a Delaware limited partnership (the "Partnership") and the shareholders of SI (the "Shareholders") that (i) all of the Limited Partners transfer their respective limited partnership interests in the Partnership and (ii) all of the Shareholders transfer all the capital stock of SI owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each Limited Partner and each of the other Shareholders is executing and delivering an agreement similar to this Agreement and is transferring its or his entire limited partnership interest in the Partnership and all of its or his capital stock in SI, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the Limited Partners and the other Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Stockholder hereby sells, transfers, conveys and assigns to Skywire all of his right, title and interest in and to the 108.18 shares of Common Stock of SI currently owned by him (collectively, the "Transferred Shares") in exchange for 6328 shares of Common Stock, par value \$.001 per share of Skywire (collectively, the "New Shares"), effective immediately prior to the Series A Closing.
2. The Stockholder hereby represents and warrants to Skywire that (i) he has good title to the Transferred Interests, (ii) he has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Shares, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) he is acquiring the New Shares for his own account and not with a view to the distribution thereof and (iv) he will

not resell the New Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Stockholder agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Stockholder hereby agrees that he shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Stockholder (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

4. To induce the Stockholder to enter into this Agreement and to exchange the Transferred Shares for the New Shares, Skywire hereby makes to the Stockholder each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

5. SI and Skywire hereby represent and warrant to the Stockholder that (i) SI has not been allocated aggregate tax losses during the life of the Partnership in excess of SI's capital contributions to the Partnership and (ii) the exchange of the Transferred Shares for the New Shares and the Conversion will be non-taxable to the Stockholder, the Partnership and Skywire.

6. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

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

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

SKYWIRE, INC.

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: CHAIRMAN

SKYWIRE CORPORATION

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: CHAIRMAN

Robert B. Blow
ROBERT B. BLOW

STOCK EXCHANGE AGREEMENT

THIS STOCK EXCHANGE AGREEMENT (this "Agreement"), dated as of May 30, 1996, by and among Skywire, Inc., a Virginia corporation ("SI"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and David P. Mixer (the "Stockholder").

WHEREAS, the Stockholder owns an aggregate of 128.18 shares of Common Stock of SI; and

WHEREAS, it is the intention of the limited partners (collectively, the "Limited Partners") of Skywire, L.P., a Delaware limited partnership (the "Partnership") and the shareholders of SI (the "Shareholders") that (i) all of the Limited Partners transfer their respective limited partnership interests in the Partnership and (ii) all of the Shareholders transfer all the capital stock of SI owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each Limited Partner and each of the other Shareholders is executing and delivering an agreement similar to this Agreement and is transferring its or his entire limited partnership interest in the Partnership and all of its or his capital stock in SI, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the Limited Partners and the other Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Stockholder hereby sells, transfers, conveys and assigns to Skywire all of his right, title and interest in and to the 128.18 shares of Common Stock of SI currently owned by him (collectively, the "Transferred Shares") in exchange for 7497 shares of Common Stock, par value \$.001 per share of Skywire (collectively, the "New Shares"), effective immediately prior to the Series A Closing.

2. The Stockholder hereby represents and warrants to Skywire that (i) he has good title to the Transferred Interests, (ii) he has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Shares, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) he is acquiring the New Shares for his own account and not with a view to the distribution thereof and (iv) he will

not resell the New Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Stockholder agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Stockholder hereby agrees that he shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Stockholder (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

4. To induce the Stockholder to enter into this Agreement and to exchange the Transferred Shares for the New Shares, Skywire hereby makes to the Stockholder each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

5. SI and Skywire hereby represent and warrant to the Stockholder that (i) SI has not been allocated aggregate tax losses during the life of the Partnership in excess of SI's capital contributions to the Partnership and (ii) the exchange of the Transferred Shares for the New Shares and the Conversion will be non-taxable to the Stockholder, the Partnership and Skywire.

6. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

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

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

SKYWIRE, INC.

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: chairman

SKYWIRE CORPORATION

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: chairman

DAVID P. MIXER

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

SKYWIRE, INC.

By: _____

Name:

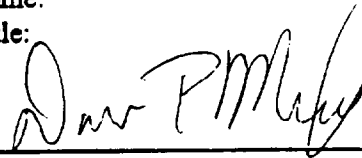
Title:

SKYWIRE CORPORATION

By: _____

Name:

Title:



DAVID P. MIXER

STOCK EXCHANGE AGREEMENT

THIS STOCK EXCHANGE AGREEMENT (this "Agreement"), dated as of May 30, 1996, by and among Skywire, Inc., a Virginia corporation ("SI"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and Mark J. Kington (the "Stockholder").

WHEREAS, the Stockholder owns an aggregate of 128.18 shares of Common Stock of SI; and

WHEREAS, it is the intention of the limited partners (collectively, the "Limited Partners") of Skywire, L.P., a Delaware limited partnership (the "Partnership") and the shareholders of SI (the "Shareholders") that (i) all of the Limited Partners transfer their respective limited partnership interests in the Partnership and (ii) all of the Shareholders transfer all the capital stock of SI owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each Limited Partner and each of the other Shareholders is executing and delivering an agreement similar to this Agreement and is transferring its or his entire limited partnership interest in the Partnership and all of its or his capital stock in SI, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the Limited Partners and the other Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Stockholder hereby sells, transfers, conveys and assigns to Skywire all of his right, title and interest in and to the 128.18 shares of Common Stock of SI currently owned by him (collectively, the "Transferred Shares") in exchange for 7497 shares of Common Stock, par value \$.001 per share of Skywire (collectively, the "New Shares"), effective immediately prior to the Series A Closing.

2. The Stockholder hereby represents and warrants to Skywire that (i) he has good title to the Transferred Interests, (ii) he has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Shares, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) he is acquiring the New Shares for his own account and not with a view to the distribution thereof and (iv) he will

not resell the New Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Stockholder agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Stockholder hereby agrees that he shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Stockholder (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

4. To induce the Stockholder to enter into this Agreement and to exchange the Transferred Shares for the New Shares, Skywire hereby makes to the Stockholder each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

5. SI and Skywire hereby represent and warrant to the Stockholder that (i) SI has not been allocated aggregate tax losses during the life of the Partnership in excess of SI's capital contributions to the Partnership and (ii) the exchange of the Transferred Shares for the New Shares and the Conversion will be non-taxable to the Stockholder, the Partnership and Skywire.

6. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

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

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

SKYWIRE, INC.

By: Bryan M. Eagle
Name: BRYAN M. Eagle
Title: Chairman

SKYWIRE CORPORATION

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: Chairman

MARK J. KINGTON

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

SKYWIRE, INC.

By: _____

Name:

Title:

SKYWIRE CORPORATION

By: _____

Name:

Title:



MARK J. KINGTON

STOCK EXCHANGE AGREEMENT

30 THIS STOCK EXCHANGE AGREEMENT (this "Agreement"), dated as of May 30, 1996, by and among Skywire, Inc., a Virginia corporation ("SI"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and James B. Murray, Jr. (the "Stockholder").

WHEREAS, the Stockholder owns an aggregate of 128.18 shares of Common Stock of SI; and

WHEREAS, it is the intention of the limited partners (collectively, the "Limited Partners") of Skywire, L.P., a Delaware limited partnership (the "Partnership") and the shareholders of SI (the "Shareholders") that (i) all of the Limited Partners transfer their respective limited partnership interests in the Partnership and (ii) all of the Shareholders transfer all the capital stock of SI owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each Limited Partner and each of the other Shareholders is executing and delivering an agreement similar to this Agreement and is transferring its or his entire limited partnership interest in the Partnership and all of its or his capital stock in SI, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the Limited Partners and the other Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Stockholder hereby sells, transfers, conveys and assigns to Skywire all of his right, title and interest in and to the 128.18 shares of Common Stock of SI currently owned by him (collectively, the "Transferred Shares") in exchange for 7497 shares of Common Stock, par value \$.001 per share of Skywire (collectively, the "New Shares"), effective immediately prior to the Series A Closing.

2. The Stockholder hereby represents and warrants to Skywire that (i) he has good title to the Transferred Interests, (ii) he has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Shares, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) he is acquiring the New Shares for his own account and not with a view to the distribution thereof and (iv) he will

not resell the New Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Stockholder agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Stockholder hereby agrees that he shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Stockholder (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

4. To induce the Stockholder to enter into this Agreement and to exchange the Transferred Shares for the New Shares, Skywire hereby makes to the Stockholder each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

5. SI and Skywire hereby represent and warrant to the Stockholder that (i) SI has not been allocated aggregate tax losses during the life of the Partnership in excess of SI's capital contributions to the Partnership and (ii) the exchange of the Transferred Shares for the New Shares and the Conversion will be non-taxable to the Stockholder, the Partnership and Skywire.

6. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

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

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

SKYWIRE, INC.

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: CHAIRMAN

SKYWIRE CORPORATION

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: CHAIRMAN

JAMES B. MURRAY, JR.

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

SKYWIRE, INC.

By: _____

Name:

Title:

SKYWIRE CORPORATION

By: _____

Name:

Title:


JAMES B. MURRAY, JR.

STOCK EXCHANGE AGREEMENT

THIS STOCK EXCHANGE AGREEMENT (this "Agreement"), dated as of May 30, 1996, by and among Skywire, Inc., a Virginia corporation ("SI"), Skywire Corporation, a newly-formed Delaware corporation ("Skywire"), and Mark B. Warner (the "Stockholder").

WHEREAS, the Stockholder owns an aggregate of 128.18 shares of Common Stock of SI; and

WHEREAS, it is the intention of the limited partners (collectively, the "Limited Partners") of Skywire, L.P., a Delaware limited partnership (the "Partnership") and the shareholders of SI (the "Shareholders") that (i) all of the Limited Partners transfer their respective limited partnership interests in the Partnership and (ii) all of the Shareholders transfer all the capital stock of SI owned by them to Skywire, in each case in exchange for capital stock of Skywire (the "Conversion") on the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously herewith, each Limited Partner and each of the other Shareholders is executing and delivering an agreement similar to this Agreement and is transferring its or his entire limited partnership interest in the Partnership and all of its or his capital stock in SI, as applicable, owned by him or it in exchange for capital stock of Skywire; and

WHEREAS, the parties hereto, and the Limited Partners and the other Shareholders, desire to consummate the Conversion immediately prior to, and in contemplation of, the closing (the "Series A Closing") of a private placement of Series A Preferred Stock of Skywire pursuant to a Series A Preferred Stock Purchase Agreement entered into as of May 30, 1996, by and among Skywire and the persons named therein (the "Series A Preferred Purchase Agreement");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, the Stockholder hereby sells, transfers, conveys and assigns to Skywire all of his right, title and interest in and to the 128.18 shares of Common Stock of SI currently owned by him (collectively, the "Transferred Shares") in exchange for 7497 shares of Common Stock, par value \$.001 per share of Skywire (collectively, the "New Shares"), effective immediately prior to the Series A Closing.

2. The Stockholder hereby represents and warrants to Skywire that (i) he has good title to the Transferred Interests, (ii) he has full power and authority, subject to the terms of the Partnership Agreement, to sell, assign and transfer to Skywire the Transferred Shares, free and clear of all liens and encumbrances of whatsoever amount or nature, (iii) he is acquiring the New Shares for his own account and not with a view to the distribution thereof and (iv) he will

not resell the New Shares unless such sale is properly registered under applicable securities laws or an exemption therefrom is available.

3. The Stockholder agrees that if requested by Skywire as the representative of the underwriters of common stock (or other securities) of Skywire, the Stockholder hereby agrees that he shall not sell or otherwise transfer or dispose of any shares of common stock (or other securities) of Skywire held by the Stockholder (other than those included in the registration) for a period specified by the underwriters not to exceed one hundred eighty (180) days following the effective date of a registration statement of Skywire filed under the Securities Act of 1933, as amended; provided, however, that (i) such agreement shall apply only to Skywire's initial offering, and (ii) all executive officers and directors of Skywire and holders of at least one percent (1%) of Skywire's voting securities enter into similar agreements. Skywire may impose stop-transfer instructions with respect to the shares of common stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

4. To induce the Stockholder to enter into this Agreement and to exchange the Transferred Shares for the New Shares, Skywire hereby makes to the Stockholder each of the representations and warranties contained in Section 3 of the Series A Preferred Purchase Agreement, all of which are incorporated herein by reference, subject to Section 6.4 thereof.

5. SI and Skywire hereby represent and warrant to the Stockholder that (i) SI has not been allocated aggregate tax losses during the life of the Partnership in excess of SI's capital contributions to the Partnership and (ii) the exchange of the Transferred Shares for the New Shares and the Conversion will be non-taxable to the Stockholder, the Partnership and Skywire.

6. This Agreement and the legality, validity and performance of the terms hereof shall be governed by and enforced, determined and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed wholly in Delaware.

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

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

SKYWIRE, INC.

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: CHAIRMAN

SKYWIRE CORPORATION

By: Bryan M. Eagle
Name: BRYAN M. EAGLE
Title: CHAIRMAN

MARK B. WARNER


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

SKYWIRE, INC.

By: _____
Name:
Title:

SKYWIRE CORPORATION

By: _____
Name:
Title:



MARK E. WARNER

Skywire Corporation
Unanimous Written Consent of the Directors

Pursuant to Section 141(f) of the Delaware General Corporation Law, we, the undersigned, being all of the directors of Skywire Corporation, a Delaware corporation (the "Corporation"), hereby waive all notice of the time, place and purposes of a meeting of the board of directors of the Corporation and unanimously consent to and adopt the following resolutions and take the following actions, which resolutions and actions shall have the same force and effect as if taken by unanimous affirmative vote at a meeting of the board of directors of the Corporation duly called and held pursuant to said law, and hereby direct that this written consent to such resolutions be filed with the minutes of the proceedings of the board of directors of the Corporation.

Organizational Matters

RESOLVED, that the Certificate Incorporation of the Corporation be amended and restated in its entirety so that the Certificate of Incorporation shall be in the form of the Restated Certificate of Incorporation attached hereto as Exhibit A (the "Restated Certificate"); and

FURTHER RESOLVED, that, pursuant to the Restated Certificate, the Corporation is hereby authorized to increase its capitalization to (i) 10,000,000 shares of Common Stock, par value \$.001 per share, (ii) 10,000,000 shares of Nonvoting Common Stock, par value \$.001 per share and (iii) 3,800,000 shares of Preferred Stock, par value \$.001 per share, of which (a) [1,652,708] shares shall be designated Series A Preferred Stock, (b) 757,418 shares shall be designated Series B-1 Preferred Stock, (c) 316,228 shares shall be designated Series B-2 Preferred Stock, (d) 757,418 shares shall be designated Series C-1 Nonvoting Preferred Stock and (e) 316,228 shares shall be designated Series C-2 Nonvoting Preferred Stock, with all such shares of capital stock having the rights, preferences and privileges as stated in the Restated Certificate; and

FURTHER RESOLVED, that the proper officers of the Corporation are advised to file with the Secretary of State of the State of Delaware the Restated Certificate, and is hereby authorized to take any and all actions to execute, acknowledge, seal and file the Restated Certificate; and

FURTHER RESOLVED, that the By-laws in the form attached hereto as Exhibit B be, and hereby are, accepted, ratified and approved as the By-laws of the Corporation for the regulation and management of its affairs; and

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FURTHER RESOLVED, that for the purpose of authorizing the Corporation to do business in any state, territory or dependency of the United States in which it is necessary for the Corporation to transact business, the proper officers of the Corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory or dependency to authorize the Corporation to transact business therein; and

FURTHER RESOLVED, that the prior acts of any officer or representative of the Corporation in performing or causing to be performed any actions or in executing or causing to be executed any documents in connection with qualification of the Corporation to do business in any jurisdiction be, and they hereby are, ratified and approved.

Election of Officers

RESOLVED, that the Corporation shall have a Chairman of the Board, Chief Executive Officer, a President, Vice Presidents, a Secretary and a Treasurer and such other officers as may be appointed hereafter from time to time; and

FURTHER RESOLVED, that the following persons are hereby elected to the offices indicated opposite their respective names, to hold office until the first annual meeting of the stockholders and thereafter until their successors are elected and qualify:

Bryan M. Eagle	Chairman of the Board and Chief Executive Officer
Bryan M. Eagle, III	President
Steve A. Varga	Vice President, Engineering
Arthur J. Kareff	Vice President, Vending and Beverage Markets
Thomas H. Jones	Vice President, Business Development
Coleman V. Brumley	Vice President, Operations
Bruce W. Stevens	Vice President, Finance and Administration; Secretary and Treasurer

Recapitalization

RESOLVED, that, upon acceptance of the Restated Certificate by the Secretary of State of the State of Delaware, a recapitalization (the "Recapitalization") of the Corporation shall be effected pursuant to (A) various Exchange Agreements, each dated May __, 1996, by and among Skywire, L.P., (the "Partnership"), Skywire, Inc., the Corporation, J.P. Morgan Investment Corporation ("J.P. Morgan"), Sixty Wall Street

SBIC Fund ("Sixty Wall") and the holders of the Class A Limited Partnership Units (the "Class A Units") pursuant to which (i) all of the holders of the Class A Units of the Partnership shall surrender and exchange each of their Class A Units for ___ shares of Common Stock of the Corporation and (ii) J.P. Morgan shall surrender and exchange (a) 757,418 of their Class B Voting Preferred Limited Partnership Units ("Class B Units") of the Partnership for 757,418 shares of the Corporation's authorized but unissued Series B-1 Preferred Stock and (b) 316,228 Class B Units for 316,228 shares of the Corporation's authorized but unissued Series B-2 Preferred Stock and (B) various Exchange Agreements, each dated May __, 1996, by and among Skywire, Inc., the Corporation and the shareholders of Skywire, Inc. pursuant to which all of the shareholders of Skywire, Inc. shall surrender and exchange each of their shares of Common Stock of Skywire, Inc. for ___ shares of Common Stock of the Corporation, with such shares of Common Stock, Series B-1 Preferred Stock and Series B-2 Preferred Stock to be issued after acceptance by the Secretary of State of the State of Delaware of the Restated Certificate, and all fractional shares being rounded to the nearest whole share ; and

FURTHER RESOLVED, that the proper officers of the Corporation be, and each of them hereby is, on behalf of the Corporation, authorized to execute and deliver the Exchange Agreements referenced above in the form of the drafts presented to or as otherwise described to the board of directors with such changes therein as the officers executing the same may deem necessary or advisable, such execution to be conclusive evidence that the same has been approved by the Board of Directors; and

FURTHER RESOLVED, that the Common Stock, Series B-1 Preferred Stock and Series B-2 Preferred Stock issued pursuant to the Recapitalization shall be offered pursuant to the exemption from registration contained in Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"); and

FURTHER RESOLVED, that the Corporation intends for the Recapitalization to be effected on a tax free basis pursuant to Section 351 of the Internal Revenue Code of 1986, as amended.

ADEMCO Letter Agreement

RESOLVED, that in connection with the Recapitalization the officers of the Corporation be, and each of them hereby is, on behalf of the Corporation, authorized to acknowledge and agree to the letter agreement, dated May __, 1996, from the Partnership to Alarm Device Manufacturing Company, a division of Pittway Corporation ("ADEMCO"), substantially in the form attached hereto as Exhibit C (the "Letter

Agreement"), pursuant to which ADEMCO will agree that upon exercise by the Corporation (or by the Partnership, if such exercise occurs prior to the Recapitalization) of the CSD Option (as defined in the Campus Security Development Agreement, dated October 28, 1994, between the Partnership and ADEMCO), ADEMCO, or its designee, Ademco Communications Partner, Inc., shall be issued shares of Common Stock of the Corporation and not limited partnership interests in the Partnership; and

FURTHER RESOLVED, that _____ shares of the Corporation's authorized but unissued Common Stock, shall be reserved for issuance pursuant to the Letter Agreement.

Private Placement of Securities

RESOLVED, that the Corporation is hereby authorized to issue _____ Series A Preferred Shares (the "Private Placement"), with _____ Series A Preferred Shares to be issued to new investors and _____ Series A Preferred Shares (assuming conversion of outstanding principal and accrued interest as [of May 21, 1996]) to be issued to the limited partners of the Partnership which converted certain promissory notes of the Partnership issued to such limited partners pursuant to a Capital Call and Issuance Notice dated September 14, 1995 and a Capital Call Step Two Notice dated December 29, 1995; and

FURTHER RESOLVED, that the Series A Preferred Shares issued pursuant to the Private Placement shall have the rights and preferences as set forth in the Restated Certificate, and the proceeds of the Private Placement shall be applied for working capital and general corporate purposes; and

FURTHER RESOLVED, that the Series A Preferred Shares issued pursuant to the Private Placement shall be offered pursuant to the exemption from registration contained in Section 4(2) of the Securities Act; and

FURTHER RESOLVED, that the officers of the Corporation are hereby authorized, empowered and directed to prepare and circulate the Confidential Private Placement Memorandum dated May __, 1996 as updated to reflect the substantially final Stock Purchase Agreement, Schedule of Disclosure and related documents, pursuant to the requirements of applicable law; and

FURTHER RESOLVED, that Bear, Stearns & Co. Inc. ("Bear Stearns") is hereby authorized to act as the exclusive agent of the Corporation in connection with the Private Placement in accordance with the Agency Agreement, by and between the

Corporation and Bear Stearns (the "Agency Agreement") and the officers of the Corporation be, and each of them hereby is, on behalf of the Corporation, authorized to execute and deliver the Agency Agreement in the form of the drafts presented to or as otherwise described to the board of directors with such changes therein as the officers executing the same may deem necessary or advisable, such execution to be conclusive evidence that the same has been approved by the board of directors; and

FURTHER RESOLVED, that in accordance with the Agency Agreement, the officers of the Corporation be, and each of them hereby is, on behalf of the Corporation, authorized to execute and deliver a Subscription Agreement, if necessary or desirable, with each of the Bear Stearns investors in the form of the drafts presented to or as otherwise described to the board of directors with such changes therein as the officers executing the same may deem necessary or advisable, such execution to be conclusive evidence that the same has been approved by the board of directors; and

FURTHER RESOLVED, that it is desirable and in the best interest of the Corporation that the Series A Preferred Shares and other securities of the Corporation be offered and sold pursuant to exemptions from the registration or qualification requirements of applicable federal and state securities laws; that the proper officers of the Corporation are authorized to determine the states in which appropriate action shall be taken to so exempt the Series A Preferred Shares and other securities of the Corporation from registration or qualification as such officers may deem advisable, that said officers are hereby authorized to perform on behalf of the Corporation any and all acts as they may deem necessary or advisable in order to comply with the applicable laws of any such states, and in connection therewith, to execute and file all requisite papers and documents, including, but not limited to, applications, reports, irrevocable consents and appointments of attorneys for service of process; that the execution by any officer of any such papers or documents or the doing by them of any act in connection with the foregoing matters shall conclusively establish their authority therefor from the Corporation and the approval and ratification by the Corporation of the papers and documents so executed and the actions so taken and that the prior acts of any officer or representative of the Corporation in performing or causing to be performed any actions or in executing or causing to be executed any documents in connection with the requirements of applicable federal or state securities laws be, and they hereby are, ratified and approved; and

FURTHER RESOLVED, that if in any such state a prescribed form of resolution or resolutions of the board of directors is required for an application or other instrument filed for the purpose of such exemption from registration or qualification, each such resolution shall be deemed to have been, and hereby is, adopted at this

meeting, and the Secretary of the Corporation is hereby authorized to certify the adoption of all such resolutions as though such resolutions are presented to and adopted at this meeting, all such resolutions to be inserted in the minute book of the Corporation on pages following the minutes of this meeting; and

FURTHER RESOLVED, that in connection with the Private Placement the officers of the Corporation be, and each of them hereby is, on behalf of the Corporation, authorized to execute and deliver the Series A Preferred Stock Purchase Agreement, by and among the Corporation and each of the persons whose names are set forth as Exhibit A to such agreement, dated as of May __, 1996, in the form of the drafts presented to or as otherwise described to the board of directors with such changes therein as the officers executing the same may deem necessary or advisable, such execution to be conclusive evidence that the same has been approved by the board of directors; and

FURTHER RESOLVED, that the officers of the Corporation be, and each of them hereby is, on behalf of the Corporation, authorized to execute and deliver the Co-Sale Agreement, dated as of May __, 1996, by and among the Corporation, each of the holders of the Corporation's Series A Preferred Stock listed on Exhibit A to such agreement, Bryan M. Eagle, III, Bryan M. Eagle, Columbia Skywire Investors, L.P., Ademco Communications Partner, Inc., Bruce W. Stevens, J.P. Morgan and Sixty Wall in the form of the drafts presented to or as otherwise described to the board of directors with such changes therein as the officers executing the same may deem necessary or advisable, such execution to be conclusive evidence that the same has been approved by the board of directors; and

FURTHER RESOLVED, that the officers of the Corporation be, and each of them hereby is, on behalf of the Corporation, authorized to execute and deliver the Investors Rights Agreement, dated as of May __, 1996, by and among the Corporation, each of the holders of the Corporation's Series A Preferred Stock listed on Exhibit A to the Series A Preferred Stock Purchase Agreement and the holders of the Corporation's Series B-1 and Series B-2 Preferred Stock identified in Exhibit A to the Investors Rights Agreement, in the form of the drafts presented to or as otherwise described to the board of directors with such changes therein as the officers executing the same may deem necessary or advisable, such execution to be conclusive evidence that the same has been approved by the board of directors; and

FURTHER RESOLVED, that the Corporation is authorized to pay, for itself and, subsequent to the Recapitalization, as the sole limited partner of the Partnership and the sole stockholder of the general partner of the Partnership, all necessary and reasonable fees and expenses incurred in the Private Placement, including the compensation payable

to Bear Stearns pursuant to the engagement letter between the Partnership and Bear Stearns, dated February 20, 1996 (the "Engagement Letter") and that _____ shares of the Corporation's authorized but unissued Common Stock shall be reserved for issuance in connection with the exercise of certain warrants to be issued to Bear Stearns as compensation pursuant to the Engagement Letter; and

FURTHER RESOLVED, that all the certificates for securities authorized for issuance hereof shall bear the following legend:

The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended, or any applicable state securities laws and may not be sold or otherwise transferred without registration under that act or any applicable state securities laws unless the company has received an opinion of counsel that such registration is not required. By its purchase of these securities, the purchaser agrees that it is acquiring such securities for investment and not with a view to, or for sale in connection with, the public distribution thereof.

FURTHER RESOLVED, that all certificates for securities issued pursuant to the Co-Sale Agreement, in addition to the legend set forth in the above resolution, shall bear the following legend:

The sale, pledge, hypothecation or transfer of the securities represented by this certificate is subject to the terms and conditions of a certain co-sale agreement by and between the holder, the company and certain holders of securities of the company. Copies of such agreement may be obtained upon written request to the secretary of the company.

Assumption of Obligations Under Certain Option Agreements

RESOLVED, that the Corporation hereby assumes the obligations of the Partnership under the outstanding Option Agreements ("Agreements") issued under the 1993 Unit Option Plan, adopted by the Partnership on July 1, 1993, with the board of directors or its designee acting in lieu of the general partner of the Partnership under the Agreements and with appropriate authorized officers determining whether any clarifying amendment is needed to the Agreements;

FURTHER RESOLVED, that 455,000 shares of the Corporation's authorized but unissued Common Stock shall be reserved and are hereby authorized for issuance pursuant to exercise of the Agreements.

Approval of Stock Option Plan

RESOLVED, that the Corporation's Stock Option Plan in the form of the drafts presented to or as otherwise described to the board of directors (the "Stock Option Plan"), with such changes to be made thereto as the proper officer or any director of this Corporation, with the advice of counsel, may determine to be necessary, advisable, desirable or appropriate be, and hereby is, adopted and approved, subject to approval by the shareholders of the Corporation within twelve (12) months after such effective date; and

FURTHER RESOLVED, that 300,000 shares of the Corporation's authorized but unissued Common Stock, shall be reserved for issuance under the Stock Option Plan; and

FURTHER RESOLVED, that the issuance of shares of the Corporation's Common Stock upon exercise of such stock options to purchase shares of such Common Stock as may be granted pursuant to the Stock Option Plan at such exercise prices as may be established in connection with such grants be, and hereby is, authorized and approved; and

FURTHER RESOLVED, that the Stock Option Plan, as approved by this Board of Directors, with such changes to be made thereto as the President or any director of this Corporation with the advice of counsel, may determine to be necessary, advisable, desirable or appropriate, be submitted to the shareholders of the Corporation for ratification, adoption and approval; and

FURTHER RESOLVED, that the board of directors recommends to the shareholders of the Corporation that they ratify, adopt and approve the Stock Option Plan.

Banking Resolutions

RESOLVED, that the President acting jointly with the Treasurer or the Secretary of the Corporation be and they hereby are authorized to open such bank accounts as they deem necessary or appropriate to carry on the operations of the Corporation; and

FURTHER RESOLVED, that the President acting jointly with the Treasurer or the Secretary of the Corporation be and they hereby are authorized to delegate, to such persons as they deem necessary or appropriate, authority to sign, endorse or execute in the name of the Corporation any checks or drafts; and any depository bank of the Corporation is hereby requested, authorized and directed to honor checks, drafts or other

orders for the payment of money drawn in the Corporation's name when bearing the signature or signatures of any person or persons to whom authority has been delegated hereunder, and the authority hereby conferred shall continue in force until written notice of its revocation shall be given to the depository; and

FURTHER RESOLVED, that the Secretary or Treasurer of the Corporation is hereby authorized to deliver to any depository bank a certified copy of these resolutions and the names and signatures of the persons authorized to sign for the Corporation.

Accounting and Financial Matters

RESOLVED, that the fiscal year of the Corporation shall end on December 31, 1996 and that, with the exception of the first fiscal year, it shall be a 12-month period, ending December 31 of each and every year; and

FURTHER RESOLVED, that the books of account of the Corporation shall be kept on an accrual basis; and

FURTHER RESOLVED, that the Treasurer of the Corporation shall not be required to furnish any type of bond for the faithful performance of the duties of that office; and

FURTHER RESOLVED, that the proper officers be and they are hereby authorized to pay all accounting and legal fees and expenses incident to and necessary for the organization of the Corporation.

Miscellaneous

RESOLVED, that any and all actions of the officers, directors and of any person designated and authorized to act on behalf of the Corporation, taken on behalf of the Corporation prior to the effective date of this consent, are hereby approved, ratified and confirmed; and

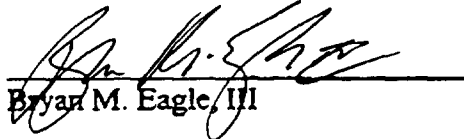
FURTHER RESOLVED, that the proper officers be, and each of them is, authorized and empowered, either directly or through the other officers of the Corporation, to incur such costs and expenses, to do all acts, transactions and things and to execute and deliver (and to file with any governmental agencies) any and all agreements, they, or any of them, deem appropriate in connection with the foregoing resolutions, including those as are necessary or appropriate to carry out and effectuate the Private Placement.

IN WITNESS WHEREOF, this Unanimous Written Consent, which may be executed in counterpart, has been executed by the undersigned directors of the Corporation.

Date: May 22, 1996


Bryan M. Eagle

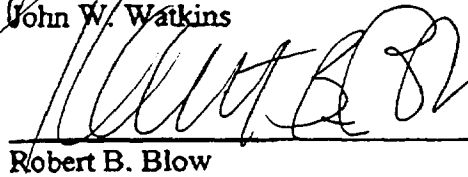
Date: May 22, 1996


Bryan M. Eagle, III

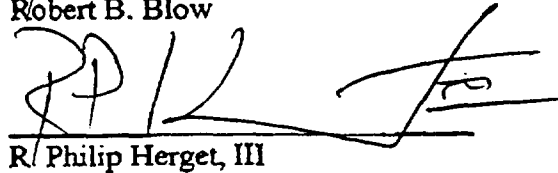
Date: May 22, 1996


John W. Watkins

Date: May 22, 1996


Robert B. Blow

Date: May 22, 1996


R. Philip Herget, III

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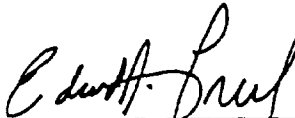
State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "SKYWIRE CORPORATION", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF MAY, A.D. 1996, AT 9 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.




Edward J. Freel, Secretary of State

2621812 8100

960156139

AUTHENTICATION:

7966275

DATE:

05-30-96

~~PATENT~~
REEL: 9756 FRAME: 0495

**RESTATED CERTIFICATE OF INCORPORATION
OF
SKYWIRE CORPORATION**

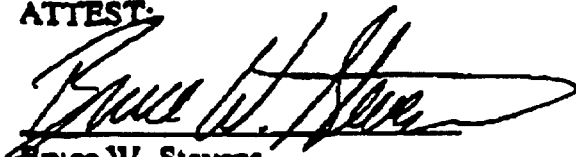
SKYWIRE CORPORATION, a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies that:

1. The name of the Corporation is Skywire Corporation.
2. The date of filing of the Corporation's original Certificate of Incorporation was May 8, 1996.
3. The Restated Certificate of Incorporation of the Corporation (the "Restated Certificate") attached hereto as Exhibit A was duly adopted in accordance with the provisions of Section 241 and Section 245 of the General Corporation Law of the State of Delaware by the Board of Directors of the Corporation.
4. Pursuant to Section 241 of the General Corporation Law, the Corporation has not received payment for any of its stock.
5. The Restated Certificate so adopted reads in full as set forth in Exhibit A attached hereto and is hereby incorporated by reference.

IN WITNESS WHEREOF, Skywire Corporation has caused this Restated Certificate to be signed by Bryan M. Eagle, its Chief Executive Officer, and attested by Bruce W. Stevens, its Secretary this 29 day of May, 1996, and the undersigned hereby affirm and acknowledge under penalty of perjury that the filing of this Restated Certificate is the act and deed of Skywire Corporation.


Bryan M. Eagle
Chief Executive Officer

ATTEST:


Bruce W. Stevens
Secretary

BY-LAWS
OF
SKYWIRE CORPORATION

ARTICLE I

Stockholders

Section 1.1 Annual Meetings. An annual meeting of stockholders shall be held for the election of directors at such date, time and place, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting.

Section 1.2 Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, or by a committee of the Board of Directors which has been duly designated by the Board of Directors and whose powers and authority, as expressly provided in a resolution of the Board of Directors, include the power to call such meetings, but such special meetings may not be called by any other person or persons.

Section 1.3 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the certificate of incorporation or these by-laws, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation.

Section 1.4 Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.5 **Quorum.** Except as otherwise provided by law, the certificate of incorporation or these by-laws, at each meeting of stockholders the presence in person or by proxy of the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum, the stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided in Section 1.4 of these by-laws until a quorum shall attend. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6 **Organization.** Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his absence by the Vice Chairman of the Board, if any, or in his absence by the President, or in his absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7 **Voting; Proxies.** Except as otherwise provided by the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the corporation. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors of election unless so determined by the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote thereon which are present in person or by proxy at such meeting. At all meetings of stockholders for the election of directors a plurality of the votes cast shall be sufficient to elect. All other elections and questions shall, unless otherwise provided by law, the certificate of incorporation or these by-laws, be decided by the vote of the holders of shares of stock having a majority of the votes which could be cast by the holders of all shares of stock entitled to vote thereon which are present in person or represented by proxy at the meeting.

Section 1.8 Fixing Date for Determination of Stockholders of Record. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board of Directors; and (3) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 1.9 List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. Upon the willful neglect or refusal of the directors to produce such a list at any meeting for the election of directors, they shall be ineligible for election to any office at such meeting. The stock ledger shall be the

only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 1.10 **Action By Consent of Stockholders.** Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

Board of Directors

Section 2.1 **Number; Qualifications.** The Board of Directors shall consist of seven members to be elected as set forth in Section IV(C)(2)(d) of the corporation's Restated Certificate of Incorporation. Directors need not be stockholders.

Section 2.2 **Election; Resignation; Removal; Vacancies.** The Board of Directors shall initially consist of the persons named as directors in the original certificate of incorporation filed with the Delaware Secretary of State on May 8, 1996, and each director so elected shall hold office until the first annual meeting of stockholders or until his successor is elected and qualified. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders, in accordance with the voting rights with respect to the election of directors as set forth in Section IV(C)(2)(d) of the corporation's Restated Certificate of Incorporation, shall elect directors, each of whom shall hold office for a term of one year or until his successor is elected and qualified. Any director may resign at any time upon written notice to the corporation. Any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled in accordance with Section IV(C)(2)(d) of the corporation's Restated Certificate of Incorporation, and each director so elected shall hold office until the expiration of the term of office of the director whom he has replaced or until his successor is elected and qualified.

Section 2.3 **Regular Meetings.** Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined notices thereof need not be given.

Section 2.4 **Special Meetings.** Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given by the person or persons calling the meeting at least twenty-four hours before the special meeting.

Section 2.5 **Telephonic Meetings Permitted.** Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this by-law shall constitute presence in person at such meeting.

Section 2.6 **Quorum; Vote Required for Action.** At all meetings of the Board of Directors a majority of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which the certificate of incorporation or these by-laws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.7 **Organization.** Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his absence by the Vice Chairman of the Board, if any, or in his absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8 **Informal Action by Directors.** Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or such committee.

Section 2.9 **Committees.** The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of

the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it.

Section 2.10 **Committee Rules.** Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these by-laws.

ARTICLE III

Officers

Section 3.1 **Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies.** The Board of Directors shall elect a President and Secretary, and it may, if it so determines, choose a Chairman of the Board and a Vice Chairman of the Board from among its members. The Board of Directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding his election, and until his successor is elected and qualified or until his earlier resignation or removal. Any officer may resign at any time upon written notice to the corporation. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 3.2 **Powers and Duties of Executive Officers.** The officers of the corporation shall have such powers and duties in the management of the corporation as may be prescribed by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his duties.

ARTICLE IV

Stock

Section 4.1 **Certificates.** Every holder of stock shall be entitled to have a certificate signed by or in the name of the corporation by the Chairman or Vice Chairman of the Board of Directors, if any, or the President or a Vice President, and by

the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the corporation, certifying the number of shares owned by him in the corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 4.2 **Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates.** The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE V

Indemnification of Directors, Officers, Employees and Other Agents

Section 5.1 **Directors and Executive Officers.** The corporation shall indemnify its directors and executive officers to the fullest extent not prohibited by the Delaware General Corporation Law; provided, however, that the corporation may limit the extent of such indemnification by individual contracts with its directors and executive officers; and, provided, further, that the corporation shall not be required to indemnify any director or executive officer in connection with any proceeding (or part thereof) initiated by such director or executive officer or any proceeding by such director or executive officer against the corporation or its directors, officers, employees or other agents unless (i) such indemnification is expressly required to be made by law, (ii) the proceeding was authorized by the Board of Directors of the corporation or (iii) such indemnification is provided by the corporation, in its sole discretion, pursuant to the powers vested in the corporation under the Delaware General Corporation Law.

Section 5.2 **Other Officers, Employees and Other Agents.** The corporation shall have the power to indemnify its other officers, employees and other agents as set forth in the Delaware General Corporation Law.

Section 5.3 Good Faith.

(a) For purposes of any determination under this by-law, a director or executive officer shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, to have had no reasonable cause to believe that his conduct was unlawful, if his action is based on information, opinions,

reports and statements, including financial statements and other financial data, in each case prepared or presented by:

(i) one or more officers or employees of the corporation whom the director or executive officer believed to be reliable and competent in the matters presented;

(ii) counsel, independent accountants or other persons as to matters which the director or executive officer believed to be within such person's professional competence; and

(iii) with respect to a director, a committee of the Board upon which such director does not serve, as to matters within such committee's designated authority, which committee the director believes to merit confidence; so long as, in each case, the director or executive officer acts without knowledge that would cause such reliance to be unwarranted.

(b) The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal proceeding, that he had reasonable cause to believe that his conduct was unlawful.

(c) The provisions of this Section 5.3 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth by the Delaware General Corporation Law.

Section 5.4 **Expenses.** The corporation shall advance, prior to the final disposition of any proceeding, promptly following request therefor, all expenses incurred by any Director or executive officer in connection with such proceeding upon receipt of an undertaking by or on behalf of such person to repay said amounts if it should be determined ultimately that such person is not entitled to be indemnified under this by-law or otherwise.

Section 5.5 **Enforcement.** Without the necessity of entering into an express contract, all rights to indemnification and advances to directors and executive officers under this by-law shall be deemed to be contractual rights and be effective to the same extent and as if provided for in a contract between the corporation and the director or executive officer. Any right to indemnification or advances granted by this by-law to a director or executive officer shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction if (i) the claim for indemnification or advances is denied, in whole or in part, or (ii) no disposition of such claim is made within ninety (90) days of request therefor. The claimant in such enforcement action, if

successful in whole or in part, shall be entitled to be paid also the expense of prosecuting his claim. The corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the Delaware General Corporation Law for the corporation to indemnify the claimant for the amount claimed. Neither the failure of the corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

Section 5.6 **Non-Exclusivity of Rights.** The rights conferred on any person by this by-law shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Restated Certificate of Incorporation, by-laws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding office. The corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the fullest extent not prohibited by the Delaware General Corporation Law.

Section 5.7 **Survival of Rights.** The rights conferred on any person by this by-law shall continue as to a person who has ceased to be a director, officer, employee or other agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 5.8 **Insurance.** To the fullest extent permitted by the Delaware General Corporation Law, the corporation, upon approval by the Board of Directors, may purchase insurance on behalf of any person required or permitted to be indemnified pursuant to this by-law.

Section 5.9 **Amendments.** Any repeal or modification of this by-law shall only be prospective and shall not affect the rights under this by-law in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any agent of the corporation.

Section 5.10 **Saving Clause.** If this by-law or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each director and executive officer to the full extent not prohibited by any applicable portion of this by-law that shall not have been invalidated, or by any other applicable law.

Section 5.11 **Certain Definitions.** For the purposes of this by-law, the following definitions shall apply:

(1) The term "proceeding" shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement, arbitration and appeal of, and the giving of testimony in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

(2) The term "expenses" shall be broadly construed and shall include, without limitation, court costs, attorneys' fees, witness fees, fines, amounts paid in settlement or judgment and any other costs and expenses of any nature or kind incurred in connection with any proceeding.

(3) The term the "corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this by-law with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(4) References to a "director," "officer," "employee," or "agent" of the corporation shall include, without limitation, situations where such person is serving at the request of the corporation as a director, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise.

(5) References to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and any person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this by-law.

ARTICLE VI

Miscellaneous

Section 6.1 **Fiscal Year.** The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

Section 6.2 **Seal.** The corporate seal shall have the name of the corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 6.3 **Wavier of Notice of Meetings of Stockholders, Directors and Committees.** Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of, the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

Section 6.4 **Interested Directors; Quorum.** No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if: (1) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (3) the contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

Section 6.5 **Form of Records.** Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided

that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 6.6 Amendment of By-Laws. These by-laws may be altered or repealed, and new by-laws made, by the Board of Directors, but the stockholders may make additional by-laws and may alter and repeal any by-laws whether adopted by them or otherwise.

MC1DOCS1/0014348.02

EXHIBIT C

Skywire, L.P.
2600 Thousand Oaks Blvd.
Suite 3100
Memphis, Tennessee 38118-2427

May __, 1996

Mr. _____
Alarm Device Manufacturing Company,
a Division of Pittway Corporation

_____, New York _____

Mr. Bryan M. Eagle III
President
Skywire Corporation
2600 Thousand Oaks Blvd.
Suite 3100
Memphis, Tennessee 38118-2427

Re: Campus Security Development Agreement (the "Agreement") dated as of
October 28, 1994 by and between Skywire, L.P. (the "Partnership")
and Alarm Device Manufacturing Company ("ADEMCO"),
a division of Pittway Corporation

Gentlemen:

You understand that Skywire Corporation, a Delaware corporation (the "Corporation"), has been formed to succeed to all of the interests, assets and liabilities of the Partnership. This is to confirm our agreement that upon exercise by the Corporation (or by the Partnership, if such exercise occurs prior to the succession described in the immediately preceding sentence) of the "CSD Option" (as defined in the Agreement) pursuant to Section IV(C) of the Agreement, ADEMCO or its designee, Ademco Communications Partner, Inc., shall be issued shares of common stock of the Corporation (the "Shares") and not limited

Alarm Device Manufacturing Company

Skywire Corporation

May ___, 1996

Page 2

partnership interests in the Partnership. The number of Shares to be issued upon exercise of the CSD Option shall be determined pursuant to Section IV(C) of the Agreement, with the number of such Shares corresponding to the number of "units" described therein on a one-to-one basis. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Please confirm your agreement by executing and dating the enclosed duplicate original of this letter and returning the same by fax and by overnight courier to the undersigned.

Sincerely,

SKYWIRE, L.P.

By Skywire, Inc., its sole general partner

By: _____
Bryan M. Eagle, Chief Executive Officer

ACKNOWLEDGED AND AGREED:

ALARM DEVICE MANUFACTURING COMPANY,
a division of Pittway Corporation

By: _____
Name:
Title:

Date: May ___, 1996

SKYWIRE CORPORATION

By: _____

Date: May ___, 1996

Alarm Device Manufacturing Company

Skywire Corporation

May ___, 1996

Page 3

Name:

Title:

SKYWIRE CORPORATION

**SERIES A PREFERRED STOCK
PURCHASE AGREEMENT**

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SKYWIRE CORPORATION

SERIES A PREFERRED STOCK PURCHASE AGREEMENT

THIS SERIES A PREFERRED STOCK PURCHASE AGREEMENT (the "Agreement") is entered into as of May 29, 1996, by and among SKYWIRE CORPORATION, a Delaware corporation (the "Company") and each of those persons and entities, severally and not jointly, whose names are set forth on the Schedule of Purchasers attached hereto as Exhibit A (which persons and entities are hereinafter collectively referred to as "Purchasers" and each individually as a "Purchaser").

RECITALS

WHEREAS, the Company has authorized the issuance of an aggregate of one million six hundred two thousand seven hundred seventy-four (1,602,774) shares of its Series A Preferred Stock (the "Shares");

WHEREAS, Purchasers desire to acquire the Shares on the terms and conditions set forth herein; and

WHEREAS, the Company desires to issue the Shares to Purchasers on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. AGREEMENT TO SELL AND PURCHASE OR EXCHANGE.

1.1 **Authorization of Shares.** On or prior to the Closing (as defined in Section 2 below), the Company shall have authorized the issuance to the Purchasers of the Shares having the rights, preferences, privileges and restrictions set forth in the Restated Certificate of Incorporation of the Company, a true and complete copy of which is attached hereto as Exhibit B (the "Restated Certificate").

1.2 **Sale and Purchase or Exchange.** Subject to the terms and conditions hereof, at the Closing (as hereinafter defined) the Company hereby agrees to issue to each Purchaser, severally and not jointly, and each Purchaser agrees to acquire from the Company, severally and not jointly, the number of Shares set forth opposite such Purchaser's name on Exhibit A, at a price of seven dollars sixty-four and seven tenths cents (\$7.647) per Share.

2. CLOSING, DELIVERY AND PAYMENT.

2.1 **Closing.** The closing of the acquisition of the Shares under this Agreement (the "Closing") shall take place at 5:00 p.m. on the date hereof, at the offices of Venable, Baetjer and Howard, LLP, Washington, DC or at such other time or place as the Company and Purchasers acquiring a majority of the Shares may mutually agree (such date is hereinafter referred to as the "Closing Date").

2.2 **Delivery.** At the Closing, subject to the terms and conditions hereof, the Company will deliver to the Purchasers certificates representing the number of

Shares to be purchased at the Closing by each Purchaser. In the case of Purchasers acquiring the Shares for cash, delivery shall be made against payment of the price therefor by check or wire transfer made payable to the order of the Company. In the case of Purchasers acquiring their Shares by exchange of interests in SkyWire, L.P., a Delaware limited partnership (the "Partnership"), delivery shall be made against receipt by the Company of such Partnership interest.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

Except as set forth on the Schedule of Exceptions attached hereto as Exhibit C, the Company hereby represents and warrants to each Purchaser as follows:

3.1 Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has acquired all of the shares of capital stock of the sole general partner of the Partnership and all of the limited partner interests in the Partnership. The Company has all requisite corporate power and authority to own and operate its properties and assets, to execute and deliver this Agreement, the Investors' Rights Agreement in the form attached hereto as Exhibit D (the "Investors' Rights Agreement"), the Co-Sale Agreement attached hereto as Exhibit E (the "Co-Sale Agreement," and, together with the Investors' Rights Agreement, the "Related Agreements"), to issue the Shares hereunder and to issue the Common Stock and Nonvoting Common Stock issuable upon conversion thereof (the "Conversion Shares") and to carry out the provisions of this Agreement, the Related Agreements and the Restated Certificate and to carry on its business as presently conducted and as presently proposed to be conducted. The Company is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (owned, leased or operated) makes such qualification necessary, except for those jurisdictions in which failure (individually or when aggregated with all other such failures) to do so would not have a material adverse effect on the Company or its business, properties, results of operations, earnings, assets, liabilities or condition (financial or otherwise, excluding, however, general economic conditions prevailing within the United States) (collectively or individually, an "MAE Condition"). The Company owns or controls, directly or indirectly, no equity securities, interests or voting rights of any other corporation, limited partnership or similar entity. The Company is not a participant in any joint venture, partnership or similar arrangement.

3.2 Capitalization; Voting Rights. The authorized capital stock of the Company, immediately prior to the Closing, consists of (a) ten million (10,000,000) shares of Common Stock, with a par value of \$0.001 per share, of which (i) three million seventy-seven thousand seven hundred seven (3,077,707) shares are issued and outstanding, (ii) seven hundred fifty-five thousand (755,000) shares have been reserved for issuance pursuant to the Stock Option Plan, of which four hundred thirty thousand two hundred twenty-five (430,225) shares are subject to outstanding stock option grants, (iii) twenty-five thousand one hundred twenty-one (25,121) shares have been reserved for issuance pursuant to warrants granted to Bear, Stearns & Co., Inc., and (iv) six hundred seventy-seven thousand three hundred seventy-nine (677,379) shares have been reserved for issuance to Alarm Device Manufacturing Co. pursuant to the exercise of the CSD Option as that term is defined in Article IV of that certain Campus Security Development Agreement dated October 18, 1994, (b) ten million (10,000,000) shares of Nonvoting Common Stock, with a par value of \$0.001 per share, none of which is issued or outstanding and (c) three million eight hundred thousand (3,800,000) shares of Preferred Stock, with a par value of \$0.001 per share, of which (i) one million six hundred fifty-two thousand seven hundred eight (1,652,708) shares have been designated Series A Preferred Stock, none of which is issued or outstanding, (ii) seven hundred fifty-seven thousand four hundred eighteen (757,418) shares have been designated Series B-1 Preferred Stock, all of which are issued and outstanding, (iii) three hundred sixteen thousand two hundred twenty-eight (316,228) shares have been designated Series B-2 Preferred Stock, all of

which are issued and outstanding, (iv) seven hundred fifty-seven thousand four hundred eighteen (757,418) shares have been designated Series C-1 Nonvoting Preferred Stock, none of which is issued or outstanding, and (v) three hundred sixteen thousand two hundred twenty-eight (316,228) shares have been designated Series C-2 Nonvoting Preferred Stock, none of which is issued or outstanding. All issued and outstanding shares of the Company's Common Stock and Preferred Stock (i) have been duly authorized and validly issued to the persons listed on Exhibit F hereto, (ii) are fully paid and nonassessable, and (iii) were issued in compliance with all applicable state and federal laws concerning the issuance of securities. The rights, preferences, privileges and restrictions of the Shares and the Conversion Shares are as stated in the Restated Certificate. The Conversion Shares have been duly and validly reserved for issuance. Other than as set forth on Exhibit F, and except as may be granted pursuant to the Related Agreements, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal), proxy or stockholder agreements, or agreements of any kind for the purchase or acquisition, voting or transfer to or from the Company of any of its securities or any interests or rights therein. When issued in compliance with the provisions of this Agreement and the Restated Certificate, the Shares and the Conversion Shares will be validly issued, fully paid and nonassessable, and will be free of any mortgages, pledges, charges, liens, security interests, rights of first refusal, options, restrictions, commitments, assessments, conditions (whether precedent or subsequent) or other encumbrances of any kind; provided, however, that the Shares and the Conversion Shares may be subject to restrictions on transfer under state and/or federal securities laws as set forth herein or as otherwise required by such laws at the time a transfer is proposed.

3.3 Authorization; Binding Obligations. All corporate action on the part of the Company, its officers, directors and stockholders, and all partnership action on the part of the Partnership, its partners, and the officers, directors and stockholders of the general partner of the Partnership, necessary for the authorization of this Agreement, the Related Agreements and the Restated Certificate, the performance of all obligations of the Company hereunder and thereunder, the authorization, issuance and delivery of the Shares pursuant hereto and thereto and the Conversion Shares pursuant to the Restated Certificate and the acquisition by the Company of all the general and limited partnership interests in the Partnership has been taken or will be taken prior to the Closing. The Agreement and the Related Agreements, when executed and delivered, will be valid and binding obligations of the Company enforceable in accordance with their terms. The sale of the Shares and the subsequent conversion of Shares into Conversion Shares are not and will not be subject to any preemptive rights or rights of first refusal that have not been properly waived or complied with.

3.4 Subsidiary. Skywire, Inc. (the "General Partner") is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia. The authorized capital stock of the General Partner, immediately prior to the Closing, consists of one thousand (1,000) shares of Common Stock, seven hundred fifty-four (754) of which are issued and outstanding, all of which are held by the Company. All issued and outstanding shares of the General Partner's Common Stock have been duly authorized and validly issued, are fully paid and nonassessable and were issued in compliance with all applicable state and federal laws concerning the issuance of securities. There are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal), proxy or stockholder agreements, or agreements of any kind for the purchase or acquisition, voting or transfer to or from the General Partner of any of its securities or any interests or rights therein.

3.5 Partnership. The Partnership is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware. Other than the Company and the General Partner, there are no other partners of the Partnership.

3.6 Financial Statements; Books and Records. The Company has delivered to each Purchaser or to such Purchaser's investment advisor or

representative, its or the Partnership's (i) audited balance sheet as at December 31, 1995 and audited statement of income for the twelve months ending December 31, 1995 and (ii) unaudited balance sheet as at March 31, 1996 and unaudited consolidated statement of income for the three month period ending on March 31, 1996 (collectively, the "Financial Statements"), copies of which are attached hereto as Exhibit G. The Financial Statements, together with the notes thereto, are complete and correct in all material respects, have been prepared in accordance with the Company's or the Partnership's books and records and with generally accepted accounting principles applied on a consistent basis throughout the periods indicated, except as disclosed therein, have been executed by the Chief Financial Officer of the Company and present fairly the financial condition and position, results of operations and cash flows of the Company as of December 31, 1995 and March 31, 1996; provided, however, that the unaudited financial statements are subject to normal year-end audit adjustments (which are not expected to be material) and do not contain all footnotes required under generally accepted accounting principles. The books of account, ledgers and records of the Company (and its predecessor) accurately and completely reflect all material information relating to the Company's business, the nature, acquisition, maintenance, location and collection of its assets and the nature of all transactions giving rise to its obligations or accounts receivable.

3.7 Liabilities. The Schedule of Exceptions contains a true and complete list, including the names of the parties thereto and summary description of the terms thereof, of all debt instruments, loan agreements, indentures, guaranties or other obligations of the Company (the "Liabilities"), whether written or oral, which are individually in excess of \$50,000. The Liabilities which are individually less than \$50,000 do not exceed an aggregate of \$250,000. All of the aforesaid items were entered into in the ordinary course of business, are valid and binding, in full force and effect and are enforceable in accordance with their respective terms and there exists no breach or default, or any event which with notice or lapse of time or both, would constitute a breach or default by any party thereto. All of the Company's liabilities, contingent or otherwise, as of March 31, 1996 are disclosed on the Financial Statements.

3.8 Agreements; Action.

(a) There are no agreements, understandings, notes, franchises, leases, licenses, commitments, instruments, contracts, proposed transactions, judgments, orders, writs or decrees (referred to for convenience as "Contracts") to which the Company is a party or by which it or any of its properties or assets is bound which may involve (i) obligations (contingent or otherwise) of, or payments to, the Company in excess of \$50,000 (other than obligations of, or payments to, the Company arising from purchase or sale agreements entered into in the ordinary course of business), or \$250,000 in the aggregate, or (ii) the license of any patent, copyright, trade secret or other proprietary right to or from the Company (other than licenses arising from the purchase of "off the shelf" or other standard products), or (iii) provisions restricting or affecting the development, manufacture or distribution of the Company's products or services, or (iv) indemnification by the Company with respect to infringements of proprietary rights (other than indemnification obligations arising from purchase or sale agreements entered into in the ordinary course of business) except Contracts that are terminable at will by the Company without penalties, costs or forfeitures.

(b) The Company has not (i) declared or paid any dividends, or authorized or made any distribution upon or with respect to any class or series of its capital stock, (ii) incurred any indebtedness for money borrowed or any other liabilities (other than with respect to dividend obligations, distributions, indebtedness and other obligations incurred in the ordinary course of business or as disclosed in the Financial Statements) individually in excess of \$25,000 or, in the case of indebtedness and/or liabilities individually less than \$25,000, in excess of \$100,000 in the aggregate, (iii) made any loans or advances to any person, other than ordinary advances for travel

expenses, or (iv) sold, exchanged or otherwise disposed of any of its assets or rights, other than the sale of its inventory in the ordinary course of business.

(c) For the purposes of subsections (a) and (b) above, all Contracts involving the same person or entity (including persons or entities the Company has reason to believe are affiliated therewith) shall be aggregated for the purpose of meeting the individual minimum dollar amounts of such subsections.

(d) The Company has not engaged in the past three (3) months in any material discussion (i) with any representative of any corporation or corporations regarding the consolidation or merger of the Company with or into any such corporation or corporations, (ii) with any corporation, partnership, association or other business entity or any individual regarding the sale, conveyance or disposition of all or substantially all of the assets of the Company, or a transaction or series of related transactions in which more than fifty percent (50%) of the voting power of the Company is disposed of, or (iii) regarding any other form of acquisition, liquidation, dissolution or winding up of the Company.

(e) All of the Contracts identified in the Schedule of Exceptions are in full force and effect and constitute legal, valid and binding obligations of the Company and, to the knowledge of the Company, of the other parties thereto; the Company and, to the knowledge of the Company, the other parties thereto, have performed in all material respects all obligations required to be performed by it thereunder; no material violation exists in respect thereof on the part of the Company or, to the Company's knowledge, any other party thereto; there is no renegotiation pending or threatened relating thereto; and the execution, delivery and performance of this Agreement and the Related Agreements will in no way affect in a materially adverse way any of the foregoing.

3.9 Obligations to Related Parties. There are no obligations of the Company to executive officers, directors, stockholders, or employees of the Company other than (a) for payment of salary for services rendered, (b) reimbursement for reasonable expenses incurred on behalf of the Company and (c) for other standard employee benefits made generally available to all employees (including stock option agreements outstanding under any stock option plan approved by the Board of Directors of the Company). None of the executive officers, directors or stockholders of the Company, or any members of their immediate families, is indebted to the Company or has any direct or indirect ownership interest in any firm or corporation with which the Company is affiliated or with which the Company has a business relationship, or any firm or corporation which competes with the Company, except that executive officers, directors and/or stockholders of the Company may own up to 3% of the capital stock in publicly traded companies that may compete with the Company. No executive officer, director or stockholder, or any member of their immediate families, is, directly or indirectly, interested in any material Contract with the Company (other than such Contracts as relate to any such person's ownership of capital stock or other securities of the Company). Except as may be disclosed in the Financial Statements, the Company is not a guarantor or indemnitor of any indebtedness of any other person, firm or corporation.

3.10 Changes. Since March 31, 1996, there has not been any event, transaction or condition of any character that, either individually or cumulatively, would constitute an MAE Condition, including, without limitation:

(a) Any change in the assets, liabilities, financial condition or operations of the Company from that reflected in the Financial Statements, other than changes in the ordinary course of business, none of which individually or in the aggregate has been or is expected to be an MAE Condition;

(b) Any resignation or termination of any key officers of the Company; and the Company, to the best of its knowledge, does not know of the impending resignation or termination of employment of any such officer;

(c) Any material change in the contingent obligations of the Company by way of guaranty, endorsement, indemnity, warranty or otherwise;

(d) Any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the properties, business or prospects or financial condition of the Company;

(e) Any material change in the accounting methods or practices of the Company or the Partnership;

(f) Any waiver by the Company of a valuable right or of a material debt owed to it;

(g) Any direct or indirect loans made by the Company to any stockholder, employee, executive officer or director of the Company, other than advances made in the ordinary course of business;

(h) Any material change in any compensation arrangement or agreement with any employee, executive officer, director or stockholder;

(i) Any declaration or payment of any dividend or other distribution of the assets of the Company or the Partnership or any redemption, purchase or other acquisition of equity securities of the Company or the Partnership or any interests or rights therein;

(j) Any labor organizing activity;

(k) Any debt, obligation or liability incurred, assumed or guaranteed by the Company, except those for immaterial amounts and for current liabilities incurred in the ordinary course of business;

(l) Any sale, license, assignment or transfer of any patents, trademarks, copyrights, trade secrets or other intangible assets;

(m) Any change in any material Contract to which the Company is a party or by which it is bound or in any statute, law, ordinance, rule, regulation or policy of any federal, state or local governmental authority to which the Company, the Partnership or any of their properties or assets is subject, which would constitute an MAE Condition; or

(n) Any agreement or commitment by the Company, the Partnership or any executive officer, director or partner thereof to do or perform any of the acts described in this Section 3.10.

3.11 Title to Properties and Assets; Liens, etc. The Company has good and marketable title to its properties and assets, including the properties and assets reflected in the most recent balance sheet included in the Financial Statements, and good title to its leasehold estates, in each case subject to no mortgage, pledge, lien, lease, encumbrance or charge. The Company is not obligated as surety or guarantor for any obligation of any other person or entity. All facilities, machinery, equipment, fixtures, vehicles and other properties owned, leased or used by the Company are in good operating condition and repair, are reasonably fit and usable for the purposes for which they are

being used and are sufficient to allow the Company to operate its business as proposed to be operated, subject to customary wear and tear.

3.12 Patents and Trademarks. The Schedule of Exceptions lists all Contracts of the Company relating to the license of any patent, patent application, trademark, trademark application, copyright, copyright application, trade secret or other proprietary right (collectively, "Intellectual Property") to or from the Company (other than licenses arising from "off the shelf" or other standard products). The Company owns or possesses sufficient legal rights to all Intellectual Property used in or necessary for its business as now conducted and as proposed to be conducted, without any conflict with or infringement of the rights of others. There are no outstanding options, licenses or agreements of any kind relating to the foregoing, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the Intellectual Property of any other person or entity other than such licenses or agreements arising from the purchase of "off the shelf" or other standard products. The Company does not pay any royalty with respect to the Intellectual Property and it has the exclusive right to bring any action for infringement or misappropriation of its Intellectual Property rights. The Company has not received any communications alleging that the Company has violated or, by conducting its business as proposed, would violate any of the Intellectual Property of any other person or entity. The Company is not aware that any of its employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with his or her duties to the Company or that would conflict with the Company's business as proposed to be conducted. The execution and delivery of this Agreement, the carrying on of the Company's business by the employees of the Company, and the conduct of the Company's business as proposed to be conducted, will not, to the Company's knowledge, conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument under which any employee is now obligated. The Company does not believe it is or will be necessary to utilize any inventions, trade secrets or proprietary information of any of its employees made prior to his or her employment by the Company, except for inventions, trade secrets or proprietary information that have been assigned to the Company. The Company has no knowledge that any third party is infringing or violating any of the Company's Intellectual Property.

3.13 Compliance with Other Instruments. Prior to the Closing, the Company has provided to Cooley Godward Castro Huddleson & Tatum ("Special Counsel") the Restated Certificate and the Company's By-laws which shall be final and in full force and effect and the true, complete and correct charter documents of the Company as of the Closing. The Company is not in violation or default of any term of its Restated Certificate or By-laws, or of any provision of any mortgage, indenture, contract, agreement, instrument or contract to which it is party or by which it is bound or of any judgment, decree, order, writ or, to its knowledge, any statute, rule or regulation applicable to the Company which would constitute an MAE Condition. The execution, delivery, and performance of and compliance with this Agreement and the Related Agreements, and the issuance and sale of the Shares pursuant hereto and of the Conversion Shares pursuant to the Restated Certificate, will not, with or without the passage of time or giving of notice, result in any such material violation, or become an MAE Condition, or be in material conflict with or constitute a material default under any such term or provision, or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the Company or the suspension, revocation, impairment, forfeiture or nonrenewal of any permit license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties that would constitute an MAE Condition.

3.14 Litigation. There is no action, suit, proceeding, investigation or governmental approval process ("Action") pending or to the Company's knowledge threatened against the Company or affecting any of the Company's properties or assets or that questions the validity of this Agreement, or the Related Agreements or the right of the

Company to enter into any of such agreements, or to consummate the transactions contemplated hereby or thereby, nor is the Company aware that there is any basis for the foregoing. The foregoing includes, without limitation, Actions pending or threatened (or any legal basis therefor known to the Company) involving the prior employment of any of the Company's employees, their use in connection with the Company's business of any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers. Neither the Company nor any of the Company's properties or assets, nor any of the Company's officers, directors or key employees in connection with the Company's business, is a party or subject to the provisions of any order, writ, injunction, judgment, ruling, decision or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by the Company currently pending or which the Company intends to initiate.

3.15 Tax Returns and Payments. The Company (and any predecessor) has timely filed all tax returns (federal, state and local) required to be filed by it. All such returns and reports are true, correct and complete in all material respects and all taxes shown to be due and payable on such returns, any assessments imposed, and to the Company's knowledge all other taxes due and payable by the Company on or before the Closing have been paid or will be paid prior to the time they become delinquent. The Company has not been advised (i) that any of its returns, federal, state or other, have been or are being audited as of the date hereof, or (ii) of any deficiency in assessment or proposed judgment to its federal, state or other taxes. The Company has no knowledge of any liability of any tax to be imposed upon its properties or assets as of the date of this Agreement that is not adequately provided for.

3.16 Employees. The Company has no collective bargaining agreements with any of its employees nor are such employees represented by any labor union. To the Company's knowledge, there is no labor union organizing activity pending or, threatened with respect to the Company. No employee has any agreement or contract, written or verbal, regarding his or her employment. The Company is not a party to or bound by any currently effective employment contract, deferred compensation arrangement, bonus plan, incentive plan, profit sharing plan, retirement agreement or other employee compensation plan or agreement. To the Company's knowledge, no employee of the Company, nor any consultant with whom the Company has contracted, is in violation of any term of any employment contract, proprietary information agreement or any other agreement relating to the right of any such individual to be employed by, or to contract with, the Company because of the nature of the business to be conducted by the Company; and to the Company's knowledge the continued employment by the Company of its present employees, and the performance of the Company's contracts with its independent contractors, will not result in any such violation. The Company has not received any notice alleging that any such violation has occurred. No employee of the Company has been granted the right to continued employment by the Company or to any material compensation following termination of employment with the Company. The Company is not aware that any officer or key employee, or that any group of key employees, intends to terminate his or her employment with the Company, nor does the Company have a present intention to terminate the employment of any officer, key employee or group of key employees. The Company does not maintain (nor has the Partnership maintained) nor does it have (nor has the Partnership ever had) any obligation under (including, without limitation, any obligation to contribute to) an employee benefit plan as defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

3.17 Employee Confidentiality and Noncompetition Agreements. Each key employee, officer and consultant of the Company has executed an Employee Confidentiality and Noncompetition Agreement substantially in the form of Exhibit H attached hereto. Except for such agreement, the Company has not entered into any agreement with any employee which would limit such employee's ability to compete with the Company.

3.18 Obligations of Management. Each officer of the Company is currently devoting one hundred percent (100%) of his or her business time to the conduct of the business of the Company. The Company is not aware of any officer or key employee of the Company planning to work less than full time at the Company in the future.

3.19 Registration Rights. Except as required pursuant to the Investors' Rights Agreement, neither the Company nor the Partnership is presently under any obligation, and neither of them has granted any rights, to register (as defined in Section 1.1 of the Investors' Rights Agreement) any of the Company's or the Partnership's presently outstanding securities or any of their securities that may hereafter be issued.

3.20 Compliance with Laws; Permits. Neither the Company nor the Partnership is in violation of any applicable statute, law, rule, regulation, order, ordinance, policy or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business as currently conducted and as proposed to be conducted or the ownership of its properties, including, without limitation, regulations and policies of the Federal Communications Commission and of any state public utilities or public service commissions, which violation would constitute an MAE Condition. No governmental orders, permissions, consents, permits, licenses, certificates, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed with any governmental authority that are material to or necessary in the conduct of the Company's or the Partnership's business as presently conducted and as proposed to be conducted. Neither the Company nor the Partnership, nor any of their officers, directors, partners, employees or agents, has made any illegal or improper payments to, or provided any illegal or improper inducement for, any governmental official or other person in an attempt to influence any such person to take or refrain from taking any action relating to the Company.

3.21 Governmental Consent, etc. No consent, approval or authorization of, or designation, declaration or filing with, any governmental authority on the part of the Company is required in connection with the valid execution, delivery and performance of this Agreement, the Related Agreements, or the offer, sale or issuance of the Shares, or the Conversion Shares except (i) the filing of the Restated Certificate with the Secretary of State of the State of Delaware which filing will have been made and be effective as of the Closing, and (ii) any notices required or permitted to be filed with the Securities and Exchange Commission and certain state securities commissions after the Closing, which filings shall be filed by the Company on a timely basis.

3.22 Environmental and Safety Laws.

(a) Definitions.

(i) Environmental Laws shall mean all laws or orders relating to the regulation or protection of human health, safety or the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, land or subsurface strata), including, without limitation laws and regulations relating to Releases or threatened Releases of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, recycling or handling of Hazardous Materials.

(ii) Environmental Claim shall mean any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or notices of compliance or violation (written or oral) by any person or entity (including any governmental authority) alleging potential liability (including, without limitation, potential liability for enforcement, investigatory costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural

resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (a) the presence, or Release or threatened Release into the environmental, of any Hazardous Material at any location, whether owned, operated, leased or managed by the Company or its Subsidiaries; or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law; or (c) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence or Release of any Hazardous Materials.

(iii) **Hazardous Materials** shall mean (a) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, above ground or underground storage tanks and compressors or other equipment that contain polychlorinated biphenyls ("PCBs"); and (b) any chemicals, materials or substances which are now defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "contaminants" or words of similar import, under any Environmental Law; and (c) any other chemical, material, substance or waste, exposure to which is now prohibited, limited or regulated under any Environmental Law.

(iv) **Release** shall mean any release, spill, emission, leaking, injection, deposit, disposal, discharge, dispersal, leaching or migration into the atmosphere, soil, surface water, ground water or property.

(b) Neither the Company nor any property or asset owned or occupied by the Company is in violation of any Federal or State Environmental Law of any sort or in violation of any Federal or State, so-called "OSHA" law. The Schedule of Exceptions contains a list of all environmental permits held by the Company. Without limiting the foregoing:

(i) **Environmental Permits.** The Company has obtained all environmental, health and safety permits and governmental authorizations (collectively, the "Environmental Permits") necessary for the construction of their facilities or the conduct of their operations, and all such Environmental Permits are in good standing and the Company is in compliance with all terms and conditions of the Environmental Permits. No notice to, approval of or authorization or consent from any governmental or regulatory authority is necessary for the transfer of or modification to any Environmental Permit and the consummation of the transactions contemplated by this Agreement will not violate, alter, impair or invalidate, in any respect, any Environmental Permit.

(ii) **Environmental Claims.** There is no Environmental Claim pending, or the Company's knowledge, threatened or likely to be threatened (i) against the Company, (ii) against any person or entity whose liability for any Environmental Claim the Company has or may have retained or assumed either contractually or by operation of law, or (iii) against any real or personal property or operations which are now or have been previously owned, leased, operated or managed, in whole or in part, by the Company.

(iii) **Releases.** There have been no Releases of any Hazardous Materials that would be likely to form the basis of any Environmental Claim against the Company or against any person or entity whose liability for any Environmental Claim the Company has or may have retained or assumed either contractually or by operation of law.

(iv) **Environmental Assessments.** To the Company's knowledge, there are no environmental reports, audits, investigations or assessments of the Company or any real or personal property or operations which are now

or have been previously owned, leased, operated or managed, in whole or in part, by the Company.

3.23 Offering Valid. Assuming the accuracy of the representations and warranties of the Purchasers contained in Section 4.3 hereof, the offer, sale and issuance of the Shares and the Conversion Shares will be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") and will have been registered or qualified (or are exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable state securities laws. Neither the Company nor the Partnership, nor any agent on their behalf, has solicited or will solicit any offers to sell or has offered to sell or will offer to sell all or any part of the Shares to any person or persons so as to bring the sale of such Shares by the Company within the registration provisions of the Securities Act.

3.24 Minute Books. The minute books of the Company and the general partner of the Partnership provided to Special Counsel contain a complete summary of all meetings and written consents of directors and stockholders since the time of incorporation.

3.25 Real Property Holding Corporation. The Company is not a real property holding corporation within the meaning of Internal Revenue Code Section 897(c)(2) and any regulations promulgated thereunder.

3.26 Insurance. The Company has in full force and effect (i) fire and casualty insurance policies with extended coverage sufficient in amount (subject to reasonable deductibles) to allow it to replace any of its properties that might be damaged or destroyed, (ii) all workers' compensation or similar insurance required by the laws of any jurisdiction in which the business of the Company is operated and (iii) comprehensive general liability insurance with coverage customary for established companies engaged in a similar business with and similarly situated to the Company. The Company has obtained "key man" life insurance on the life of Bryan M. Eagle III in an amount of at least one million (\$1,000,000), naming the Company as beneficiary.

3.27 Investment Company Act. The Company is not an "investment company" nor is directly or indirectly controlled by or acting on behalf of any person which is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

3.28 Use of Proceeds. The Company shall use the net proceeds received from the Purchasers to fund working capital and for growth, modernization or expansion.

3.29 Full Disclosure. This Agreement, the Exhibits hereto, the Related Agreements, the Confidential Private Placement Memorandum, as amended as of May 22, 1996, and all other documents delivered by the Company to Purchasers or their attorneys or agents in connection herewith or therewith or with the transactions contemplated hereby or thereby, do not contain any untrue statement of a material fact nor, to the Company's knowledge, omit to state a material fact necessary in order to make the statements contained herein or therein not misleading, except financial projections as to which the Company's sole representation is that they were prepared in good faith based on reasonable assumptions taking into account prevailing economic conditions. To the Company's knowledge, there are no facts which (individually or in the aggregate) materially adversely affect the business, assets, liabilities, financial condition, prospects or operations of the Company that have not been set forth in the Agreement, the Exhibits hereto, the Related Agreements or in other documents delivered to Purchasers or their attorneys or agents in connection herewith.

4. **REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS.** Each Purchaser, severally and not jointly, hereby represents and warrants to the Company as follows (such representations and warranties do not lessen or obviate the representations and warranties of the Company set forth in this Agreement):

4.1 **Requisite Power and Authority.** Such Purchaser has all necessary power and authority under all applicable provisions of law to execute and deliver this Agreement and the Related Agreements and to carry out their provisions. All action on such Purchaser's part required for the lawful execution and delivery of this Agreement and the Related Agreements have been or will be effectively taken prior to the Closing. Upon their execution and delivery, this Agreement and the Related Agreements will be valid and binding obligations of such Purchaser, enforceable against such Purchaser in accordance with their respective terms.

4.2 **Investment Representations.** Such Purchaser understands that neither the Shares nor the Conversion Shares have been registered under the Securities Act. Such Purchaser also understands that the Shares are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon such Purchaser's representations contained in the Agreement. Such Purchaser hereby represents and warrants as follows:

(a) **Purchaser Bears Economic Risk.** Such Purchaser has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company so that it is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests. Such Purchaser must bear the economic risk of this investment indefinitely unless the Shares (or the Conversion Shares) are registered pursuant to the Securities Act, or an exemption from registration is available. Such Purchaser understands that the Company has no present intention of registering the Shares, the Conversion Shares or any shares of its Common Stock. Such Purchaser also understands that there is no assurance that any exemption from registration under the Securities Act will be available and that, even if available, such exemption may not allow such Purchaser to transfer all or any portion of the Shares or the Conversion Shares under the circumstances, in the amounts or at the times such Purchaser might propose. Such Purchaser has been offered the opportunity to ask questions from and has been provided answers by officers of the Company.

(b) **Acquisition for Own Account.** Such Purchaser is acquiring the Shares and the Conversion Shares for such Purchaser's own account for investment only, and not with a view towards their distribution in violation of applicable securities laws. The Company acknowledges that J.P. Morgan Investment Corporation intends to transfer some or all of the Shares or Conversion Shares acquired by it hereunder to Sixty Wall Street SBIC Fund, L.P., and the Company hereby consents to such transfer.

(c) **Purchaser Can Protect Its Interest.** Such Purchaser represents that by reason of its, or of its management's, business or financial experience, such Purchaser has the capacity to protect its own interests in connection with the transactions contemplated in this Agreement, and the Related Agreements. Further, such Purchaser is aware of no publication of any advertisement in connection with the transactions contemplated in the Agreement.

(d) **Accredited Investor.** Such Purchaser represents that it is an accredited investor within the meaning of Regulation D under the Securities Act. Such Purchaser further represents that if it is an entity formed solely for the purpose of making an investment in the Company, all of its beneficial owners are accredited investors.

(e) **Rule 144.** Such Purchaser acknowledges and agrees that the Shares and the Conversion Shares must be held indefinitely unless they are

subsequently registered under the Securities Act or an exemption from such registration is available. Such Purchaser has been advised or is aware of the provisions of Rule 144 promulgated under the Securities Act, which permits limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things: the availability of certain current public information about the Company, the resale occurring not less than two years after a party has purchased and paid for the security to be sold, the sale being through an unsolicited "broker's transaction" or in transactions directly with a market maker (as said term is defined under the Securities Exchange Act of 1934, as amended) and the number of shares being sold during any three-month period not exceeding specified limitations.

(f) **Residence.** If such Purchaser is an individual, then such Purchaser resides in the state or province identified in the address of the Purchaser set forth on Exhibit A; if such Purchaser is a partnership, corporation, limited liability company or other entity, then the office or offices of such Purchaser or of such Purchaser's investment adviser or representative in which such Purchaser's investment decision was made is located at the address or addresses of such Purchaser set forth on Exhibit A.

4.3 **Transfer Restrictions.** Such Purchaser acknowledges and agrees that the Shares and the Conversion Shares are subject to restrictions on transfer as set forth in the Investors' Rights Agreement.

5. CONDITIONS TO CLOSING.

5.1 **Conditions to Purchasers' Obligations at the Closing.** Each Purchaser's obligation to purchase the Shares at the Closing is subject to the satisfaction, at or prior to the Closing, of the following conditions:

(a) **Representations and Warranties True; Performance of Obligations.** The representations and warranties made by the Company in Section 3 hereof shall be true and correct in all material respects as of the Closing Date with the same force and effect as if they had been made as of the Closing Date, and the Company shall have performed all obligations and conditions herein required to be performed or observed by it on or prior to the Closing.

(b) **Legal Investment.** On the Closing Date, the sale and issuance of the Shares and the proposed issuance of the Conversion Shares shall be legally permitted by all laws and regulations to which Purchasers and the Company are subject; such sale shall not subject such Purchaser or its affiliates to any material tax, penalty, liability or other onerous condition or to any regulation, reporting or disclosure requirement; or in any way limit such Purchasers' activities. There shall be no action, suit or proceeding pending or to such Purchaser's or the Company's knowledge threatened with respect to this Agreement, any of the Related Agreements or any of the transactions contemplated hereby and thereby or which might constitute an MAE Condition.

(c) **Consents, Permits, and Waivers.** The Company shall have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by the Agreement and the Related Agreements, all without material cost or other adverse consequences to the Company.

(d) **Filing of Restated Certificate.** The Restated Certificate shall have been filed with the Secretary of State of the State of Delaware.

(e) **Corporate Documents.** The Company shall have delivered to Purchasers or their counsel, copies of all corporate documents of the Company as Purchasers shall reasonably request.

(f) **Reservation of Conversion Shares.** The Conversion Shares issuable upon conversion of the Shares shall have been duly authorized and reserved for issuance upon such conversion.

(g) **Compliance Certificate.** The Company shall have delivered to Purchasers a Compliance Certificate, executed by the President and the Chief Financial Officer of the Company, dated the date of the Closing, to the effect that the conditions specified in subsections (a), (c), (d), (f) and (k) of this Section 5.1 have been satisfied.

(h) **Investors' Rights Agreement.** An Investors' Rights Agreement substantially in the form attached hereto as Exhibit D shall have been executed and delivered by the parties thereto.

(i) **Co-Sale Agreement.** The Co-Sale Agreement substantially in the form attached hereto as Exhibit E shall have been executed and delivered by the parties thereto. The stock certificates representing the shares subject to the Co-Sale Agreement shall have been delivered to the Secretary of the Company and shall have had appropriate legends placed upon them to reflect the restrictions on transfer set forth on the Co-Sale Agreement.

(j) **Employee Confidentiality and Noncompetition Agreements.** The Company shall have entered into an Employee Confidentiality and Noncompetition Agreement in substantially the form as attached hereto as Exhibit H with each employee listed on Exhibit I attached hereto.

(k) **Board of Directors.** Upon the Closing, the authorized size of the Board of Directors of the Company shall be seven (7) members and the Board shall consist of Bryan M. Eagle III, Bryan M. Eagle, Robert Blow, R. Philip Herget III, a member designated by the holders of the Series B-1 and B-2 Preferred Stock, who shall initially be John Watkins, a representative of the Purchasers who shall be designated by Chancellor Capital Management, Inc. ("Chancellor"), who shall initially be Johnston L. Evans, and an independent director nominated and elected in accordance with Section 2(d) (iv) of the Restated Certificate.

(l) **Legal Opinion.** The Purchasers shall have received from legal counsel to the Company an opinion addressed to them, dated as of the Closing Date, in substantially the form attached hereto as Exhibit J including without limitation the acquisition of all of the interests in the Partnership by the Company.

(m) **Proceedings and Documents.** All corporate and other proceedings in connection with the transactions contemplated at the Closing hereby, including without limitation the Partnership roll-up, and all documents and instruments incident to such transactions shall be reasonably satisfactory in substance and form to the Purchasers and Special Counsel, and the Purchasers and their special counsel shall have received all such counterpart originals or certified or other copies of such documents as they may reasonably request.

(n) **Payment of Counsel Fee.** The Company shall have paid the fees and expenses of Special Counsel pursuant to Section 6.10 below.

(o) **Minimum Investment.** At the Closing, Purchasers acquiring an aggregate of at least \$10,000,000 in Shares shall have executed and performed their obligations under this Agreement.

5.2 Conditions to Obligations of the Company. The Company's obligation to issue and sell the Shares at the Closing is subject to the satisfaction, on or prior to the Closing, of the following conditions:

(a) **Representations and Warranties True.** The representations and warranties made by Purchasers in Section 4 hereof shall be true and correct in all material respects at the date of the Closing, with the same force and effect as if they had been made on and as of said date.

(b) **Performance of Obligations.** Each Purchaser shall have performed and complied with all agreements and conditions herein required to be performed or complied with by such Purchaser on or before the Closing.

(c) **Filing of Restated Certificate.** The Restated Certificate shall have been filed with the Secretary of State of the State of Delaware.

(d) **Investors' Rights Agreement.** An Investors' Rights Agreement substantially in the form attached hereto as Exhibit D shall have been executed and delivered by each of the Purchasers.

(e) **Consents, Permits, and Waivers.** The Company shall have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by the Agreement and the Related Agreements (except for such as may be properly obtained subsequent to the Closing).

(f) **Legal Investment.** On the Closing Date, the sale and issuance of the Shares and the proposed issuance of the Conversion Shares shall be legally permitted by all laws and regulations to which Purchasers and the Company are subject; such sale shall not subject the Company or its affiliates to any material tax, penalty, liability or other onerous condition or to any regulation, reporting or disclosure requirement; or in any way limit the Company's activities. There shall be no action, suit or proceeding pending or to the Purchasers' or the Company's knowledge threatened with respect to this Agreement, any of the Related Agreements or any of the transactions contemplated hereby and thereby or which might constitute an MAE Condition.

(g) **Minimum Investment.** At the Closing, Purchasers acquiring an aggregate of at least \$10,000,000 in Shares shall have executed and performed their obligations under this Agreement.

6. MISCELLANEOUS.

6.1 Governing Law. This Agreement shall be governed in all respects by the laws of the State of Delaware as such laws are applied to agreements between Delaware residents entered into and performed entirely in Delaware.

6.2 Attorneys' Fees. In the event that any dispute among the parties to this Agreement should result in litigation, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

6.3 Survival. The representations, warranties, covenants and agreements made herein shall survive any investigation made by any Purchaser and the closing of the transactions contemplated hereby for three (3) years following the Closing. All statements as to factual matters contained in any certificate or other instrument

delivered by or on behalf of the Company pursuant hereto in connection with the transactions contemplated hereby shall be deemed to be representations and warranties by the Company hereunder solely as of the date of such certificate or instrument.

6.4 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto and shall inure to the benefit of and be enforceable by each person who shall be a holder of the Shares from time to time.

6.5 Entire Agreement. This Agreement, the Exhibits and Schedules hereto, the Related Agreements and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein.

6.6 Severability. In case any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

6.7 Amendment and Waiver.

(a) This Agreement may be amended or modified only upon the written consent of the Company and holders of at least a majority of the Shares (treated as if converted and including any Conversion Shares into which the Shares have been converted that have not been sold to the public).

(b) The obligations of the Company and the rights of the holders of the Shares and the Conversion Shares under the Agreement may be waived only with the written consent of the holders of at least a majority of the Shares (treated as if converted and including any Conversion Shares into which the Shares have been converted that have not been sold to the public).

6.8 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement, the Related Agreements or the Restated Certificate, shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character on any Purchaser's part of any breach, default or noncompliance under this Agreement, the Restated Agreements or under the Restated Certificate or any waiver on such party's part of any provisions or conditions of the Agreement, the Related Agreements, or the Restated Certificate must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, the Related Agreements, the Restated Certificate, the Company's By-laws or otherwise afforded to any party, shall be cumulative and not alternative.

6.9 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at the address as set forth on the signature page hereof and to each Purchaser at

the address set forth on Exhibit A attached hereto or at such other address as the Company or such Purchaser may designate by ten (10) days advance written notice to the other parties hereto.

6.10 Expenses. The Company shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of the Agreement. The Company shall, at the Closing, reimburse the reasonable fees and expenses of Special Counsel, not to exceed \$35,000 plus travel expenses, incurred in connection with the preparation and negotiation of this Agreement, the Related Agreements, the Restated Certificate and the Closing.

6.11 Titles and Subtitles. The titles of the sections and subsections of the Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

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

6.13 Broker's Fees. The Company shall pay all costs and expenses of Bear, Stearns & Co. Inc., which shall not exceed \$232,100 and the issuance of a warrant for up to 25,121 shares of Common Stock exercisable at \$.01 per share. Each party hereto represents and warrants that, except for the foregoing sentence, no agent, broker, investment banker, person or firm acting on behalf of or under the authority of such party hereto is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each party hereto (the "Indemnifying Party") further agrees to indemnify each other party (the "Indemnified Parties") for any claims, losses or expenses incurred by the Indemnified Parties as a result of the representation made by the Indemnifying Party in this Section 6.13 being untrue.

6.14 Exculpation Among Purchasers. Each Purchaser acknowledges that he, she or it is not relying upon any person, firm, or corporation, other than the Company and its officers and directors, in making his, her or its investment or decision to invest in the Company. Each Purchaser agrees that no Purchaser nor the respective controlling persons, officers, directors, partners, agents, or employees of such Purchaser shall be liable for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the Shares and Conversion Shares.

Purchaser nor the respective controlling persons, officers, directors, partners, agents, or employees of such Purchaser shall be liable for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the Shares and Conversion Shares.

IN WITNESS WHEREOF, the parties hereto have executed the Series A Stock Purchase Agreement as of the date set forth in the first paragraph hereof.

COMPANY:

SKYWIRE CORPORATION

By: Bryan M. Eagle
Title: Chairman + CEO

PURCHASERS:

CHANCELLOR VENTURE CAPITAL II, L.P.

By: Chancellor Venture Partners, L.P.,
its general partner

By: Chancellor Venture Partners, Inc.,
its general Partner

By: _____

Title: _____

NORTHPASS & CO., custodian for KME Venture III, L.P.
at the direction of Chancellor Capital ~~Management~~
Management, Inc., Investment Manager

By: _____

Title: _____

DRAKE & CO. for the account of Citiventure Private
Participations III Limited

By: _____

Title: _____

21099037
052496

Document Comparison of
Newer document: 21099037
Compared against: 21116720

IN WITNESS WHEREOF, the parties hereto have executed the Series A Stock Purchase Agreement as of the date set forth in the first paragraph hereof.

COMPANY:

SKYWIRE CORPORATION

By: _____

Title: _____

PURCHASERS:

MELLON BANK, N.A., AS CUSTODIAN FOR CHANCELLOR CAPITAL MANAGEMENT INC UNDER AGREEMENT DATED NOVEMBER 23, 1992-CHANCELLOR VENTURE CAPITAL II, L.P. (as directed by Chancellor Capital Management, Inc.)

By: Patricia J. Veilleux

Patricia J. Veilleux

Title: Associate Counsel

NORTHPASS & CO., custodian for KME Venture III, L.P. at the direction of Chancellor Capital Management, Inc., Investment Manager

By: _____

Title: _____

DRAKE & CO. for the account of Citiventure Private Participations III Limited

By: _____

Title: _____

COLUMBIA SKYWIRE INVESTORS, LP

By: _____

Title: _____



SERIES A STOCK PURCHASE AGREEMENT

...to participate in the investment, any
...ations made herein by the participant, and any
...aken hereunder by the participant has/have been made
...at the direction of the investment fiduciary who has
...vestment discretion with respect to this investment.

IN WITNESS WHEREOF, the parties hereto have executed the Series A Stock Purchase Agreement as of the date set forth in the first paragraph hereof.

COMPANY:

SKYWIRE CORPORATION

By: _____

Title: _____

PURCHASERS:

CHANCELLOR VENTURE CAPITAL II, L.P.

By: Chancellor Venture Partners, L.P.,
its general partner

By: Chancellor Venture Partners, Inc.,
its general Partner

By: _____

Title: _____

NORTHPASS & CO., custodian for KME Venture III,
L.P. at the direction of Chancellor Capital Mangement,
Inc., Investment Manager

By: Paul A. Schmitt

Title: Assistant Vice President

DRAKE & CO. for the account of Citiventure Private
Participations III Limited

By: _____

Title: _____

COLUMBIA SKYWIRE INVESTORS, LP

By: _____

Title: _____

SERIES A STOCK PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed the Series A Stock Purchase Agreement as of the date set forth in the first paragraph hereof.

COMPANY:

SKYWIRE CORPORATION

By: _____

Title: _____

PURCHASERS:

CHANCELLOR VENTURE CAPITAL II, L.P.

By: Chancellor Venture Partners, L.P.,
its general partner

By: Chancellor Venture Partners, Inc.,
its general Partner

By: _____

Title: _____

**NORTHPASS & CO., custodian for KME Venture III,
L.P. at the direction of Chancellor Capital Mangement,
Inc., Investment Manager**

By: _____

Title: _____

**DRAKE & CO. for the account of Citiventure Private
Participations III Limited**

By: Joan DeSantis

Title: JOAN DeSANTIS
Nominee Partner

COLUMBIA SKYWIRE INVESTORS, LP

By: _____

Title: _____

SERIES A STOCK PURCHASE AGREEMENT

PATENT
REEL: 9756 FRAME: 0536

IN WITNESS WHEREOF, the parties hereto have executed the Series A Stock Purchase Agreement as of the date set forth in the first paragraph hereof.

COMPANY:

SKYWIRE CORPORATION

By: _____

Title: _____

PURCHASERS:

CHANCELLOR VENTURE CAPITAL II, L.P.

By: Chancellor Venture Partners, L.P.,
its general partner

By: Chancellor Venture Partners, Inc.,
its general Partner

By: _____

Title: _____

**NORTHPASS & CO., custodian for KME Venture III,
L.P. at the direction of Chancellor Capital Mangement,
Inc., Investment Manager**

By: _____

Title: _____

**DRAKE & CO. for the account of Citiventure Private
Participations III Limited**

By: _____

Title: _____

**COLUMBIA SKYWIRE INVESTORS, LP
BY COLUMBIA CAPITAL CORPORATION,
ITS GENERAL PARTNER**

By: Handwritten Signature

Title: VICE President

SERIES A STOCK PURCHASE AGREEMENT

21099037
051996

**PATENT
REEL: 9756 FRAME: 0537**

ADEMCO COMMUNICATIONS PARTNER, INC.

By: _____

Title: _____

J.P. MORGAN INVESTMENT CORPORATION

By: _____

Title: _____

BRYAN M. EAGLE III

BRYAN M. EAGLE

BRUCE W. STEVENS

SERIES A STOCK PURCHASE AGREEMENT

21114659
051006

PATENT
REEL: 9756 FRAME: 0538

ADEMCO COMMUNICATIONS PARTNER, INC.

By: _____

Title: _____

J.P. MORGAN INVESTMENT CORPORATION

By: 

Title: Lincoln E. Frank
 Manager

SIXTY WALL STREET SBIC FUND, L.P.

By: Sixty Wall Street SBIC Corporation,
its general partner

By: 

Title: Lincoln E. Frank
 Manager

DUFF, ACKERMAN, GOODRICH-Skywire, L.P.

By: _____

Title: _____

GROWTH SHARES, LTD.

By: _____

Title: _____

SERIES A STOCK PURCHASE AGREEMENT

21099037
052996

DUFF, ACKERMAN, GOODRICH - SKYWIRE

L.P.

By: DUFF ACKERMAN GOODRICH & ASSOCIATES L.P.

By: John M. Duff

Name: JOHN M. DUFF

Title: General Partner

GROWTH SHARES, LTD.

By: _____

Name:

Title:

BERKELEY INVESTMENTS LTD. (HONG KONG)

By: _____

Name:

Title:

SANI HOLDINGS LTD. (BAHAMAS)

By: _____

Name:

Title:

ALLEN ASSOCIATES

By: _____

Name:

Title:

SONEM PARTNERS LTD.

By: _____

Name:

Title:

SERIES A STOCK PURCHASE AGREEMENT

21099037
052396

PATENT
REEL: 9756 FRAME: 0540

DUFF, ACKERMAN, GOODRICH - SKYWIRE
L.P.

By: _____
Name:
Title:

GROWTH SHARES, LTD. BARATERRE LIMITED,
SOLE DIRECTOR
By: Phillipa M. Delancy *Hamilton*
Name: PHILLIPA DELANCY; LISA KNOWLES
Title: AUTHORISED SIGNATORIES

BERKELEY INVESTMENTS LTD. (HONG KONG)

By: _____
Name:
Title:

SANI HOLDINGS LTD. (BAHAMAS)

By: _____
Name:
Title:

ALLEN ASSOCIATES

By: _____
Name:
Title:

SONEM PARTNERS LTD.

By: _____
Name:
Title:

SERIES A STOCK PURCHASE AGREEMENT

21099037
052396

PATENT
REEL: 9756 FRAME: 0541

DUFF, ACKERMAN, GOODRICH-Skywire, L.P.

By: _____

Title: _____

GROWTH SHARES, LTD.

By: Kesava Muralan

Title: Director

BERKELEY INVESTMENTS LTD. (HONG KONG)

By: _____

Title: _____

SANI HOLDINGS LTD. (BAHAMAS)

By: _____

Title: _____

ALLEN ASSOCIATES

By: _____

Title: _____

SERIES A STOCK PURCHASE AGREEMENT

21099037
052996

PATENT
REEL: 9756 FRAME: 0542

DUFF, ACKERMAN, GOODRICH - SKYWIRE
L.P.

By: _____
Name: _____
Title: _____

GROWTH SHARES, LTD.

By: _____
Name: _____
Title: _____

BERKELEY INVESTMENTS LTD. (HONG KONG)

By: *Rishore Mirchandani*
Name: RISHORE MIRCHANDANI
Title: DIRECTOR

SANT HOLDINGS LTD. (BAHAMAS)

By: _____
Name: _____
Title: _____

ALLEN ASSOCIATES

By: _____
Name: _____
Title: _____

SONEM PARTNERS LTD.

By: _____
Name: _____
Title: _____

SERIES A STOCK PURCHASE AGREEMENT

21099037300
052396382

PATENT
REEL: 9756 FRAME: 0543

DUFF, ACKERMAN, GOODRICH - SKYWIRE
L.P.

By: _____
Name:
Title:

GROWTH SHARES, LTD.

By: _____
Name:
Title:

BERKELEY INVESTMENTS LTD. (HONG KONG)

By: _____
Name:
Title:

SANI HOLDINGS LTD. (BAHAMAS)

By: _____
Name: Ishwar C. Sani
Title: President

ALLEN ASSOCIATES

By: _____
Name:
Title:

SONEM PARTNERS LTD.

By: _____
Name:
Title:

SERIES A STOCK PURCHASE AGREEMENT

DUFF, ACKERMAN, GOODRICH-Skywire, L.P.

By: _____

Title: _____

GROWTH SHARES, LTD.

By: _____

Title: _____

BERKELEY INVESTMENTS LTD. (HONG KONG)

By: _____

Title: _____

SANI HOLDINGS LTD. (BAHAMAS)

By: _____

Title: _____

ALLEN ASSOCIATES

By: Allen B. Allen

Title: President

SERIES A STOCK PURCHASE AGREEMENT

21099037
052936

PATENT
REEL: 9756 FRAME: 0545

SONEM PARTNERS LTD.

By: 

Title: General Partner

RALPH MACK

ROBERT E. HARTEVELDT

ANDREW J. NEFF

BARRY A. GANZ

WILLIAM B. BUCHANAN

DOUGLAS A. SHARON

ANITA FLEISHMAN

SALVATORE TIANO

SERIES A STOCK PURCHASE AGREEMENT

21099037
052996

PATENT
REEL: 9756 FRAME: 0546

Ralph Mack
RALPH MACK

ROBERT E. HARTEVELDT

ANDREW J. NEFF

BARRY A. GANZ

WILLIAM B. BUCHANAN

DOUGLAS A. SHARON

[REDACTED]

ANITA FLEISHMAN

SALVATORE TIANO

STEPHEN M. ACKERMAN

THEODORE H. STRAUSS

SERIES A STOCK PURCHASE AGREEMENT

21099037
052396

PATENT
REEL: 9756 FRAME: 0547

RALPH MACK

R. L. Hartveldt
ROBERT L. HARTEVELDT

(L)

ANDREW J. NEFF

BARRY A. GANZ

WILLIAM B. BUCHANAN

DOUGLAS A. SHARON

[REDACTED]

ANITA FLEISHMAN

SALVATORE TIANO

STEPHEN M. ACKERMAN

THEODORE H. STRAUSS

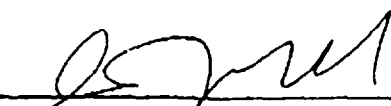
SERIES A STOCK PURCHASE AGREEMENT

21099037
052396

PATENT
REEL: 9756 FRAME: 0548

RALPH MACK

ROBERT E. HARTEVELDT



ANDREW J. NEFF

BARRY A. GANZ

WILLIAM B. BUCHANAN

DOUGLAS A. SHARON



ANITA FLEISHMAN

SALVATORE TIANO

STEPHEN M. ACKERMAN

THEODORE H. STRAUSS

SERIES A STOCK PURCHASE AGREEMENT

21099003738
052396288

PATENT
REEL: 9756 FRAME: 0549

RALPH MACK

ROBERT E. HARTEVELDT

ANDREW J. NEFF



BARRY A. GANZ

WILLIAM B. BUCHANAN

DOUGLAS A. SHARON



ANITA FLEISHMAN

SALVATORE TIANO

STEPHEN M. ACKERMAN

THEODORE H. STRAUSS

SERIES A STOCK PURCHASE AGREEMENT

21099037
052396

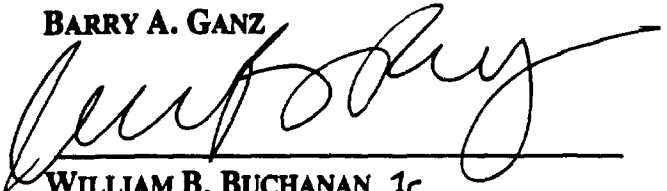
PATENT
REEL: 9756 FRAME: 0550

RALPH MACK

ROBERT E. HARTEVELDT

ANDREW J. NEFF

BARRY A. GANZ



WILLIAM B. BUCHANAN, Jr.

DOUGLAS A. SHARON



ANTA FLEISHMAN

SALVATORE TIANO

STEPHEN M. ACKERMAN

THEODORE H. STRAUSS

SERIES A STOCK PURCHASE AGREEMENT

2109903700
05239600

PATENT
REEL: 9756 FRAME: 0551

RALPH MACK

ROBERT E. HARTEVELDT

ANDREW J. NEFF

BARRY A. GANZ

WILLIAM B. BUCHANAN



DOUGLAS A. SHARON

ANITA FLEISHMAN

SALVATORE TIANO

STEPHEN M. ACKERMAN

THEODORE H. STRAUSS

SERIES A STOCK PURCHASE AGREEMENT

21099037
052396

PATENT
REEL: 9756 FRAME: 0552

RALPH MACK

ROBERT E. HARTEVELDT

ANDREW J. NEFF

BARRY A. GANZ

WILLIAM B. BUCHANAN

DOUGLAS A. SHARON

Anita Fleishman

ANITA FLEISHMAN

SALVATORE TIANO

STEPHEN M. ACKERMAN

THEODORE H. STRAUSS

SERIES A STOCK PURCHASE AGREEMENT

21099037
052396

PATENT
REEL: 9756 FRAME: 0553

RALPH MACK

ROBERT E. HARTEVELDT

ANDREW J. NEFF

BARRY A. GANZ

WILLIAM B. BUCHANAN

DOUGLAS A. SHARON

ANITA FLEISHMAN



SALVATORE TIANO

STEPHEN M. ACKERMAN

THEODORE H. STRAUSS

SERIES A STOCK PURCHASE AGREEMENT

21099037
032396

PATENT
REEL: 9756 FRAME: 0554

By: _____

Title: _____

RALPH MACK

ROBERT E. HARTEVELDT

ANDREW J. NEFF

BARRY A. GANZ

WILLIAM B. BUCHANAN

DOUGLAS A. SHARON

ANITA FLEISHMAN

SALVATORE TIANO



STEPHEN M. ACKERMAN

SERIES A STOCK PURCHASE AGREEMENT

21099037
052996

PATENT
REEL: 9756 FRAME: 0555

RALPH MACK

ROBERT E. HARTEVELDT

ANDREW J. NEFF

BARRY A. GANZ

WILLIAM B. BUCHANAN

DOUGLAS A. SHARON

ANITA FLEISHMAN

SALVATORE TIANO


STEPHEN M. ACKERMAN


THEODORE H. STRAUSS

SERIES A STOCK PURCHASE AGREEMENT

21099037
052396

PATENT
REEL: 9756 FRAME: 0556


YANERLIKH

JAMES MARTELLO

DONALD R. MULLEN, JR.

BRYAN M. EAGLE III

BRYAN M. EAGLE

BRUCE W. STEVENS

SERIES A STOCK PURCHASE AGREEMENT

21099037
052396

PATENT
REEL: 9756 FRAME: 0557

YAN ERLIKH



JAMES MARTELLO

DONALD R. MULLEN, JR.

BRYAN M. EAGLE III

BRYAN M. EAGLE

BRUCE W. STEVENS

SERIES A STOCK PURCHASE AGREEMENT

21099037
052396

PATENT
REEL: 9756 FRAME: 0558

YAN ERLIKH

JAMES MARTELLO



DONALD R. MULLEN, JR.

BRYAN M. EAGLE III

BRYAN M. EAGLE

BRUCE W. STEVENS

SERIES A STOCK PURCHASE AGREEMENT

21099037
052396

PATENT
REEL: 9756 FRAME: 0559

By:

Title:

ADEMCO COMMUNICATIONS PARTNER, INC.

By:

Title:

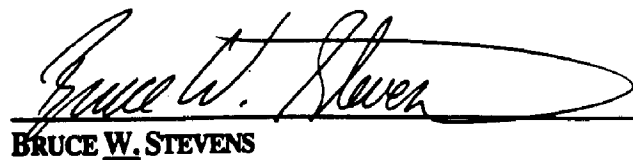
J.P. MORGAN INVESTMENT CORPORATION

By:

Title:


BRYAN M. EAGLE III


BRYAN M. EAGLE


BRUCE W. STEVENS

SERIES A STOCK PURCHASE AGREEMENT

21114659
052096