

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of March 8, 2005, by and between Activated Communications Limited Partnership, Texas limited partnership ("Activated"), and Adam M. Lindemann, an individual ("Lindemann").

### RECITALS:

A. As of the date hereof, Activated owns 4,905 units of Class B membership interest and 13,095 units of Class C membership interest of Mega Communications Holdings, L.L.C., a Delaware limited liability company ("Mega Holdings"), representing an aggregate 88.02% beneficial ownership interest and 49% of the voting rights in Mega Holdings (collectively, the "Mega Membership Interest"). As of the date hereof, Lindemann owns 100 units of Class A membership interest, 1,500 units of Class B membership interest and 545 units of Class C membership interest in Mega Holdings, representing an aggregate 10.49% beneficial ownership interest and 33% of the voting rights in Mega Holdings.

B. Activated holds that certain Unsecured Promissory Note, dated as of November 24, 2003, issued by Mega Communications, L.L.C., a Delaware limited liability company in which Mega Holdings is the sole member ("Mega"), in favor of Activated (the "Note").

C. Activated desires to sell and assign to Lindemann, and Lindemann desires to purchase and accept from Activated, the Mega Membership Interest and the Note in accordance with the terms and conditions of this Agreement. After giving effect to the transactions described in this Agreement, Lindemann will own 100 units of Class A membership interest, 6,405 units of Class B membership interest and 13,640 units of Class C membership interest, representing an aggregate 98.51% beneficial ownership interest and 82% of the voting rights in Mega Holdings.

D. Consummation of the transactions described in this Agreement are contingent upon the satisfaction of certain conditions, including (i) approval by the Federal Communications Commission ("FCC") of applications for approval of the transfer of control to Lindemann of the indirect subsidiaries of Mega Holdings that hold FCC licenses (the "Transfer Applications"); (ii) approval of this Agreement and the transactions described herein by General Electric Capital Corporation as administrative agent (the "Administrative Agent") under that certain Amended and Restated Loan Agreement, dated as of December 29, 2004, among Mega, Mega Holdings, the financial institutions whose names appear as lenders on the signature pages thereto (the "Lenders"), and the Administrative Agent; and (iii) the grant of certain other consents, waivers and releases by the Administrative Agent and the Lenders.

NOW, THEREFORE, in consideration of the terms of this Agreement, the parties hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Activated agrees at Closing (as hereinafter defined) to transfer, sell, assign and convey to Lindemann, and Lindemann agrees to purchase and accept from Activated, (a) the Mega

Membership Interest together with all rights and interests thereto whether arising or accruing prior to, on or after the date of Closing, and burdened by the liens created by that certain Parent Member Pledge Agreement, dated as of October 25, 2000, between Activated and the Administrative Agent (the "Activated Pledge Agreement") and (b) the Note, without recourse to Activated, and subject to the terms of that certain Activated Debt Subordination Agreement, dated as of October 25, 2000, among Activated, Mega and the Administrative Agent.

2. Purchase Price. As consideration for the transfer, sale, assignment and conveyance to Lindemann of the Mega Membership Interest and the Note, at Closing, Lindemann shall deliver to Activated an Unsecured Promissory Note duly executed by Lindemann in favor of Activated, payable upon demand by Activated, in an initial principal amount equal to \$35,000,000 less any payments on the Note received by Activated after December 31, 2004, and bearing interest at an annual variable rate equal to LIBOR plus 0.45% (the "Lindemann Promissory Note").

3. Conditions Precedent. The following conditions must be satisfied before either party shall become obligated to consummate the transactions described in this Agreement:

(a) approval by the FCC of the Transfer Applications;

(b) approval by the Administrative Agent of this Agreement and the transactions described herein;

(c) the release by the Administrative Agent and the Lenders of: (i) Activated from all obligations under the Activated Pledge Agreement; and (ii) any security interest the Administrative Agent and the Lenders may have pursuant to the Activated Pledge Agreement in the proceeds to be received from Lindemann as payment for the Mega Membership Interest; and

(d) the execution and delivery of appropriate transfer documents, the Lindemann Promissory Note and such other documents as either party may reasonably require to document the transactions contemplated by this Assignment, each in form and substance acceptable to each party.

4. Closing. Within five (5) days after the last of the conditions set forth in Sections 3(a)-(c) has been satisfied, Activated and Lindemann shall execute and deliver the documentation described in Section 3(d), at which time (the "Closing") the transactions described in this Agreement shall be consummated.

5. Further Assurances. Each party will take such actions and execute and file such applications and requests for approval as may be necessary to satisfy the conditions set forth in Sections 3(a)-(c).

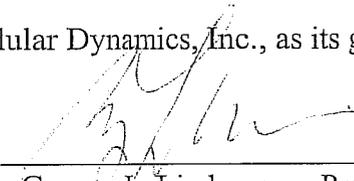
6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflict of laws.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same agreement.

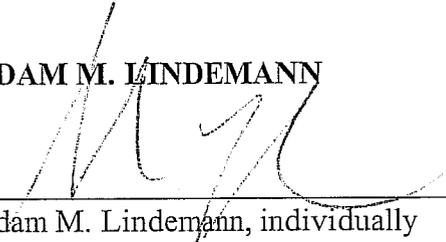
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

**ACTIVATED COMMUNICATIONS LIMITED  
PARTNERSHIP**, a Texas limited partnership

By: Cellular Dynamics, Inc., as its general partner

By:   
\_\_\_\_\_  
George L. Lindemann, President

**ADAM M. LINDEMANN**

  
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Adam M. Lindemann, individually