

EXCHANGE RIGHTS AGREEMENT

This Exchange Rights Agreement (this "Agreement") is made as of July 23, 2000, by and between VoiceStream Wireless Corporation, a Delaware corporation ("VWC"), Providence Equity Partners III, L.P., a Delaware limited partnership ("PEP") and Providence Equity Operating Partners III, L.P., a Delaware limited partnership ("POP" and together with PEP collectively "Providence") (as amended, modified or supplemented from time to time, this "Agreement").

WHEREAS, the parties to this Agreement are parties to that certain Purchase Agreement dated as of May 3, 1999 (the "Purchase Agreement"), by and among VWC, Cook Inlet/VoiceStream PCS, LLC, a Delaware limited liability company (the "Company"), Cook Inlet GSM Control LLC, a Delaware limited liability company (the "Control Group"), and Providence, which, among other things, provides Providence with the right to require VWC to purchase all of Providence's ownership right and Class B Interests in the Control Group under certain circumstances;

WHEREAS, the parties to this Agreement desire to amend the Purchase Agreement pursuant to Section 4 thereof by means of this Agreement to provide Providence with certain rights to exchange Providence's ownership rights in the Control Group for shares of VWC common stock in certain circumstances in lieu of the rights provided in the Purchase Agreement, upon the terms and conditions set forth herein; and

WHEREAS, the parties agree that the Purchase Agreement will terminate and be of no further force and effect concurrently with the consummation of the exchange of Providence's interest in Control Group for shares of VoiceStream Common Stock as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties, intending legally to be bound, agree as follows:

1. Definitions

The following capitalized terms shall have the meanings specified in this Article 1. Other terms are defined in the text of this Agreement, and throughout this Agreement those terms shall have the meanings respectively ascribed to them. Certain capitalized terms used in this Agreement and not otherwise defined herein have the meanings given such terms in the LLC Agreement.

"Control Group Interest" means the entire ownership right and Class B Interests of Providence in the Control Group under the Control Group Agreement, and any other right or Interest of Providence in the Control Group, including any security or interest received by Providence upon any reorganization, recapitalization, reformation, merger, liquidation or dissolution of the Control Group, all of which may be exchanged for an interest in VWC pursuant to the terms and conditions of this Agreement.

"Control Group Agreement" means the Limited Liability Company Agreement of the

Control Group, dated May 3, 1999, between Cook Inlet and Providence, as it may be amended from time to time.

"Exchange Date" means the date that is five (5) years from the date on which the Company is initially granted Licenses that it wins in the Auction, the winning bids for which equal in the aggregate eighty percent (80%) of the total dollar amount of its winning bids in the Auction; provided that in the event that the FCC Rules are amended or a law or other legislation is passed ("Legislation") such that License forfeiture and/or violation of the C and F block eligibility requirements (as defined by the FCC Rules) would not occur as a result of the Exchange occurring sooner than five (5) years after the date of the initial License grant, then the Exchange Date shall be advanced to the earliest date that the Exchange may take place without violation of the FCC Rules, provided, that, unless waived by Providence in writing, such date shall not be earlier than (i) thirty (30) days after Providence has received written notice from VWC of such FCC Rule amendment or Legislation or (ii) if required by Providence, the date that VWC, or its Affiliate, to the extent reasonably possible, provides a legal opinion to Providence from outside counsel to VWC addressed to the Company, which counsel and opinion are acceptable to Providence, opining that an Exchange on the earlier Exchange Date (such new Exchange Date to be set forth in such legal opinion) would not result in License forfeiture or violation of the C and F block eligibility requirements.

"Exchange Period" shall have the meaning set forth in Section 2.2.

"Exchange Rights" means the right to exchange the Control Group Interest for shares of VWC Common Stock, in accordance with the provisions of Article 2.

"LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of the Company, dated May 3, 1999, among the Control Group, VoiceStream PCS BTA I Corporation and VoiceStream, as it may be amended from time to time, in accordance with its terms.

"Organic Change" means with respect to a Person, any recapitalization, reorganization, reclassification, spin-off, split-off, extraordinary dividend or distribution, consolidation or merger of such Person, or any successor(s) thereto, or sale of all or substantially all, in any or a series of transactions, of the assets or stock of such Person, or any successor(s) thereto, to another Person, or other transaction involving such Person, or any successor(s) thereto, which is effected in such a manner that holders of such Person's common stock, or of stock or other interests in any of the respective successors to such Person, as the case may be, are entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets or other consideration with respect to or in exchange for such stock or interests. In addition to the foregoing, Organic Change will mean any transaction, or series of transactions, the result of which is (a) with respect to VWC, that the total number of shares of VWC Common Stock outstanding is less than twenty percent (20%) of the total number of shares of VWC Common Stock outstanding as of the date of execution hereof, and (b) with respect to another Person, that the total number of shares of common stock of such other Person outstanding is less than twenty percent (20%) of the total number of shares of common stock outstanding prior to the consummation of such transaction(s).

Person means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

"VWC Common Stock" means the common stock, \$.001 par value of VWC.

2. Exchange Rights

2.1 *Grant of Exchange Rights.* In connection with the transactions contemplated by the LLC Agreement and in consideration of the suspension of the Purchase Agreement (subject to Section 3.2), VWC hereby grants to Providence, and Providence hereby accepts from VWC, the Exchange Rights. The terms and conditions of the Exchange Rights are set forth in this Article 2.

2.2 *Exchange Rights.* The Exchange Rights shall be exercisable (an "Exchange") only on the following terms and only during the Exchange Periods described below:

- (a) Providence may elect to exchange all, but not less than all, subject to Sections 2.2 (c) and (d), of the Control Group Interest in exchange for Four Million (4,000,000) shares of VWC Common Stock (the "Exchange Shares"), subject to Sections 2.3 and 2.4. No fractional shares shall be issued upon an Exchange, and in lieu thereof, Providence shall receive a cash payment equal to the product of (x) the fraction of a share of VWC Common Stock Providence would have otherwise been entitled to receive and (y) the average high and low trading price of VWC Common Stock as reported by the New York Stock Exchange ("NYSE") Composite Tape or the average bid and asked price of VWC Common Stock as quoted on The Nasdaq Stock Market, National Market System or equivalent ("Nasdaq"), as appropriate, for each of the ten (10) consecutive trading days ending two (2) trading days immediately prior to the date on which the Exchange occurs.
- (b) To cause an Exchange, Providence shall deliver an irrevocable written notice of the same (an "Exchange Notice") to VWC by 5:00 p.m. Pacific time on the 30th day from the Exchange Date (such thirty (30)-day period shall be the "Exchange Period"); provided that if as of such time on such 30th day Providence shall not have elected to cause the Exchange then the Exchange Rights for Providence shall then immediately terminate.
- (c) If, immediately prior to an Exchange, fewer than all of the Licenses have passed the period by which, under the FCC Rules, the Licenses may be held by a Person other than a Designated Entity, the Members of the Company shall form a new company (the "New Company") under the terms and conditions described below, and shall transfer, subject to the consent of the FCC, to the New Company all of the Licenses (and all corresponding assets, liabilities, capital accounts, and rights) other than the Licenses for which such period has run. The capital account of, and apportionment of liabilities to, each member of the New Company shall be determined in a manner that is consistent

with the determination of the capital accounts under the LLC Agreement and, collectively and for each member, shall be allocated based on the ratio of (x) the total dollar amount of winning bids for the Licenses transferred to the New Company to (y) the total dollar amount of all winning bids for Licenses by the Company (the "Transfer Ratio"). Correspondingly, the capital account of, and apportionment of liabilities to, each Member of the Company, as well as the number of Exchange Shares, will be allocated based on the ratio of (i) the total dollar amount of winning bids for the Licenses retained by the Company to (ii) the total dollar amount of all winning bids by the Company ("Retained Ratio"), so therefore during the Exchange Period Providence may cause an Exchange of Company Interest for a number of shares equal to the Exchange Shares multiplied by the Retained Ratio.

At the same time that the New Company is being established, the Control Group members shall form a new Control Group ("New Control Group") as a new limited liability company which shall act as Manager of the New Company and which shall be organized and governed by a limited liability company agreement identical to the Control Group Agreement. Each member of Control Group shall have an identical percentage interest in the New Control Group as it had in Control Group immediately prior to the formulation of the New Company and such New Control Group.

- (d) The New Company shall be a limited liability company organized under the Delaware Limited Liability Company Act and shall be governed by a limited liability company agreement ("New LLC Agreement") that is identical to the LLC Agreement.

Notwithstanding the organization of the New Company in accordance with the foregoing, this Agreement shall continue and be deemed to apply such that, where appropriate, all references to the Company and the LLC Agreement, shall be read to refer to the New Company (including the members and membership interests therein) and the New LLC Agreement, respectively. As a result, Providence shall have an Exchange Right with respect to its Company Interest in the New Company on the same terms as provided herein, except that:

(i) the applicable Exchange Period shall be the thirty-five (35) day period that begins on the earlier of (a) the date that is six (6) years from the date on which the Company is initially granted Licenses that it wins in the Auction, the winning bids for which equal in the aggregate eighty percent (80%) of the total dollar amount of its winning bids in the Auction, or (b) the date of the five (5) year anniversary of the initial issuance of the last License won by the Company (the "Second Exchange Date"), and

(ii) the new number of Exchange Shares for Providence's interest in the New Control Group shall be the number of Exchange Shares immediately prior to the transfer of the Licenses to the New Company multiplied by the Transfer Ratio.

- (e) If as of the Second Exchange Date, fewer than all of the Licenses have passed the period by which, under the FCC Rules, the Licenses may be held by a Person other than a Designated Entity, the members of the New Company shall form a second new

company (the "Second New Company"), under identical terms and conditions as described above for New Company, except that the applicable Exchange Period of Providence's Exchange Right with respect to its Control Group Interest in the Second New Control Group ("Second New Control Group") shall be the thirty-five (35) day period that begins on the date of the five (5) year anniversary of the last License won by the Company in the Auction.

At the same time that the Second New Company is being established, the Control Group members shall form the Second New Control Group as a new limited liability company which shall act as Manager of the Second New Company and which shall be organized and governed by a limited liability company agreement identical to the Control Group Agreement. Each member of the New Control Group shall have an identical percentage interest in such Second New Control Group as it had in the New Control Group immediately prior to the formation of the Second New Company and such Second New Control Group.

- (f) VWC and Providence agree to structure, to the extent reasonably possible, the Exchange in a way that is tax free to Providence, VoiceStream PCS BTA I ("VoiceStream BTA") and VWC. Such structure may include a stock exchange that includes the stock of a special purpose corporation holding the Control Group Interest; provided, however, that in doing so there are no negative tax or accounting attributes of such an Exchange that adversely impact Providence, VoiceStream BTA or VWC to a greater extent than would be experienced in a direct exchange for the Control Group Interest (other than the receipt of a carry over basis due to the tax free nature of the transaction), as determined in utmost good faith by VWC in its reasonable discretion.
- (g) Upon receipt of an Exchange Notice during the Exchange Period, VWC agrees that VWC shall issue to Providence, as soon as reasonably practicable but in any event no later than sixty (60) days following delivery of the Exchange Notice (the "Outside Delivery Date") the shares of VWC Common Stock issuable pursuant to Section 2.2(a), subject to Sections 2.3 and 2.4, provided that at the time of such issuance (i) VWC Common Stock must be listed or admitted for quotation on the NYSE or Nasdaq, (ii) such shares must be duly authorized, validly issued, fully paid and non-assessable and free and clear of all liens, claims and encumbrances or preemptive or similar rights, (iii) such shares must be delivered in compliance with Federal and state securities laws, (iv) such shares must be subject to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act") covering the offer and sale of such shares by Providence (the "Registration Statement") from time to time in negotiated transactions, in market transactions or otherwise and (v) such shares must be registered or qualified for offer of sale by Providence under the securities or blue sky laws of such States as Providence shall reasonably request. VWC covenants and agrees that it shall (x) prepare and file with the Securities and Exchange Commission such amendments as may be necessary to keep the Registration Statement effective until the earlier of the date all of such shares have been sold by Providence or the date all of such shares are freely tradable without registration or restriction (under Rule 144(k) promulgated under the Securities Act or otherwise), but not before the expiration of the

90-day period referred to in Section 4(3) of the Securities Act and Rule 174 promulgated thereunder, (y) cause each such state securities or blue sky registration or qualification to remain effective during the period the Registration Statement is required to be kept effective hereunder, and (z) cause the shares covered by the Registration Statement, by the date of the first sale by Providence thereunder, to be listed or admitted for trading on each securities exchange (or, if applicable, the Nasdaq National Market System) on which VWC Common Stock is then listed or admitted for trading.

- (h) In the event that, despite VWC's commercially reasonable efforts, VWC is unable to deliver shares of its Common Stock subject to an effective Registration Statement as provided pursuant to Section 2.2(g), VWC shall issue to Providence shares of its Common Stock and VWC shall enter into a Registration Rights Agreement in the form and substance of the agreement attached as Exhibit D to the LLC Agreement, which the parties hereby agree shall be amended to give Providence the benefit of the terms of any registration rights agreements entered into with other shareholders of VWC subsequent to February 11, 1999, and prior to the date of the Exchange Notice, provided that no such amendment shall reduce or diminish any of the rights of Providence as set forth in such form attached in Exhibit D to the LLC Agreement.

2.3 *Increase or Combination of VWC Common Stock.* If at any time VWC (a) pays a dividend or makes a distribution in shares of its capital stock or securities convertible or exchangeable for shares of its capital stock, (b) issues by reclassification, or (c) subdivides (by any stock split, recapitalization or otherwise) one or more classes of its outstanding shares of VWC Common Stock, into a greater number of shares, the exchange ratio in effect immediately prior to such increase shall be adjusted proportionately, and if VWC at any time combines (by reverse stock split or otherwise) one or more classes of its outstanding shares of common stock into a smaller number of shares, the exchange ratio in effect immediately prior to such combination shall be adjusted proportionately, in each case, to allow Providence the full benefit and effect of the increase or combination as if the Control Group Interest had been exchanged for VWC Common Stock immediately prior to the increase or combination.

2.4 *Reorganization, Reclassification, Consolidation, Merger or Sale.* VWC will not effect any Organic Change unless prior to the consummation thereof, the successor entity (the "Successor Entity") (if other than VWC) resulting from the Organic Change assumes by written instrument (in form and substance reasonably satisfactory to Providence) the obligation to deliver to Providence such cash, shares of stock, securities or assets or other consideration as Providence may be entitled to acquire hereunder. In addition, prior to such Organic Change, VWC shall make appropriate provisions (in form and substance reasonably satisfactory to Providence) to insure that Providence continues to have the benefit of Sections 2.3 and 2.4 hereunder with respect to increases or combinations of the Successor Entity's securities or Organic Changes of such Successor Entity. In particular, VWC shall insure that at the Exchange Date Providence shall have the right to exchange its Control Group Interest for securities, assets or other consideration comparable to that which Providence would have received if Providence had effected the Exchange immediately prior to such Organic Change in accordance with the following:

- (a) In the event that through the Organic Change the Successor Entity provides VWC shareholders with cash consideration, then the Successor Entity shall, upon a subsequent Exchange, pay to Providence that amount of cash Providence would have received if it had been a holder of VWC Common Stock at the time of the Organic Change (the "Cash Consideration"), plus such amount of cash as is necessary to insure that Providence receives, upon such Exchange, interest on such amount at an annual rate equal to the yield, as of the date of the Organic Change, on the U.S. Treasury security with a maturity date as close as practicable to the Exchange Date plus 500 basis points (the "Guaranteed Rate") from the date of the Organic Change to the date of the Exchange; provided, that prior to the effectiveness of such Organic Change, the Successor Entity shall establish and maintain, at its sole cost and expense, a letter of credit from a reputable financial institution on terms, each reasonably satisfactory to Providence (including without limitation Providence's ability to draw on such letter of credit upon delivery of appropriate notice to such financial institution) to secure the Successor Entity's obligation under this Section 2.4(a) to Providence upon any such Exchange, which letter of credit shall remain outstanding from the date of such Organic Change through the close of the Exchange Period.
- (b) In the event that through the Organic Change the Successor Entity provides VWC shareholders with shares of stock, securities, assets or other non-cash consideration ("Non-cash Consideration") then the Successor Entity shall reserve for Providence such Non-cash Consideration in the amount that Providence would have received if it had been a holder of VWC Common Stock at the time of the Organic Change. During either the six (6)-month period following the date of the Organic Change or during the thirty (30)-day period beginning on the date that is two (2) years prior to the Exchange Date, Providence may elect (a "Cash Election") to cause Successor Entity, in lieu of reserving such Non-cash Consideration, to pay to Providence, upon a subsequent Exchange, an amount of cash equal to the fair market value of such Non-cash Consideration as of the date of the Cash Election, plus an amount of cash necessary to insure that Providence receives, on the date of such an Exchange, interest on such amount at the Guaranteed Rate from the date of the Cash Election to the date of such Exchange; provided, that the Successor Entity shall establish and maintain, at its sole cost and expense, a letter of credit from a reputable financial institution on terms, each reasonably satisfactory to Providence (including without limitation Providence's ability to draw on such letter of credit upon delivery of appropriate notice to such financial institution) to secure the Successor Entity's obligation under this Section 2.4(b), which letter of credit shall remain outstanding from the date of such Organic Change through the close of the Exchange Period.
- (c) In the event that through the Organic Change the Successor Entity provides VWC shareholders with a combination of Cash Consideration and Non-cash Consideration, Section 2.4(a) shall apply to that portion of consideration that is Cash Consideration, and Section 2.4(b) shall apply to that portion of consideration that is Non-cash Consideration.
- (d) In the event the Successor Entity is a Designated Entity (as defined by the FCC Rules)

then the Exchange Date, and Providence's Exchange Rights under this Agreement and in particular this Article 2, shall be accelerated to the later of (i) that date on which the Organic Change becomes effective and (ii) five (5) business days following the date VWC has provided to Providence (a) notice that the Exchange Date is to be accelerated in accordance with this provision and (b) an opinion of counsel, which counsel and opinion shall be satisfactory to Providence, opining that the Successor Entity is a Designated Entity under the FCC Rules.

2.5 *Recapture of Bidding Credits and Acceleration of FCC Obligations.* In the event that an Exchange results in either (a) the recapture by the FCC of any bidding credits or other discounts received by the Company with respect to the award of Licenses in connection with the Auction, or (b) the acceleration of any obligation or debt owed to the FCC in connection with the Auction, the Company solely shall be liable to the FCC for such amounts.

2.6 *Representations and Warranties.* VWC represents and warrants to and covenants with Providence as follows:

- (a) VWC is a corporation duly organized, validly existing and in good standing under the laws of Delaware. VWC has all requisite corporate power and authority and any necessary governmental approval to own, lease and operate its properties and to carry on its business as now being conducted. VWC is duly qualified or licensed and in good standing to do business in each jurisdiction in which the character of the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary.
- (b) VWC has filed with the SEC all documents required to be filed by it since December 31, 1998 under the Securities Act or the Exchange Act (the "VWC SEC Documents"). As of their respective filing dates, the VWC SEC Documents complied in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be, each as in effect on the date so filed, and at the time filed with the SEC none of the VWC SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of VWC included in the VWC SEC Documents comply as of their respective dates in all material respects with the then applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with generally accepted accounting principles (except in the case of the unaudited statements, as permitted by Form 10-Q under the Exchange Act) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto) and fairly present the consolidated financial position of VWC and its consolidated subsidiaries as at the dates thereof and the consolidated results of their operations and their consolidated cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein).
- (c) VWC has provided Providence with true copies of all contracts, agreements and other instruments governing the rights of Cook Inlet to exchange its interests in Control Group. Prior to the Closing of the Agreement and Plan of Merger dated as of July 23, 2000 (the "Merger Agreement"), by and among Deutsche Telekom AG and VWC, VWC agrees that no material

changes will be made to such agreements that provide rights that are more favorable than those provided to Providence.

2.7 *Inability to Provide an Exchange.* Provided that Providence has performed all of its obligations under this Agreement, it shall be a breach of this Agreement by VWC if Providence is unable for any reason, including the failure of VWC Common Stock to be listed or admitted for quotation on the NYSE or Nasdaq, to effect any Exchange in accordance with the terms and conditions of Section 2.2(g) (or Section 2.4, if applicable), time being of the essence. VWC shall not take any action or engage in any transaction that might reasonably be deemed to have the effect of frustrating Providence's right to consummate any Exchange upon the terms set forth in this Article 2.

3. General Provisions

3.1 *Amendment of Agreement.* Any provision of this Agreement may be amended or generally waived, but only with the prior written consent of Providence and VWC. The failure of any party to enforce any provision of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

3.2 *Effectiveness; Suspension of Purchase Agreement.* The parties hereto agree that so long as this Agreement is in effect, Providence's rights under the Purchase Agreement are suspended and may not be exercised. The parties agree that in the event Providence exercises its Exchange Rights under this Agreement, the Purchase Agreement will automatically terminate. Providence shall have the right to terminate this Agreement in its sole discretion, upon written notice to VoiceStream (whereupon this Agreement will be terminated and the Purchase Agreement will no longer be suspended) upon (i) termination of the Merger Agreement, or (ii) if VoiceStream's shareholders fail to adopt and approve the transactions contemplated by the Merger Agreement at a meeting called for such purpose.

3.3 *Notices.* Notices which may or are required to be given under this Agreement by any party to another shall be given by hand delivery, or by registered or certified mail, return receipt requested by reputable overnight delivery service or by facsimile. Notices shall be addressed to the respective parties hereto at their addresses as set forth below or to such other addresses as may be designated by any party hereto by notice addressed to the other parties. Notices shall be deemed to have been given when delivered by hand, on the date indicated as the date of receipt on the return receipt, two (2) business days after being sent by reputable overnight delivery service, and when acknowledged if sent by facsimile.

3.4 *Agreement Binding Upon Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the rights of a party under this Agreement may only be assigned to a permitted transferee of such party under the LLC Agreement.

3.5 *Governing Law / Resolution of Disputes.* This Agreement, and the rights of the parties hereunder, shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to the conflict of laws rule thereof. The parties agree that any and all

disputes arising out of or in connection with the execution, interpretation, performance or nonperformance of this Agreement shall be governed by the provisions as set forth in Article 10, Dispute Resolution, in the LLC Agreement.

3.6 *Consents.* Any and all consents, agreements or approvals provided for or permitted by this Agreement shall be in writing and a signed copy thereof shall be filed and kept with the books of the Company.

3.7 *Captions.* The captions are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

3.8 *Entire Agreement.* This Agreement and the Purchase Agreement represent the entire agreement among the parties with respect to the specific transactions contemplated herein and supersede all prior agreements, written or oral, with respect thereto.

3.9 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed to be an original hereof.

3.10 *Severability.* Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement; provided that the parties shall, in good faith, negotiate fair market-based compensation to any party that loses rights hereunder pursuant to such interpretation.

3.11 *Intended Compliance; Savings Clause.* Notwithstanding anything in this Agreement to the contrary, if the possession or exercise of any right of the parties set forth in this Agreement would cause the Company to violate any applicable laws, including, without limitation, any FCC Rules, as in effect from time to time, or result in an adverse regulatory action or ruling by the FCC, such right shall be deemed not to exist; provided that the parties shall, in good faith, negotiate fair market-based compensation to any party that loses any right hereunder pursuant to such right being deemed not to exist.

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

VOICESTREAM WIRELESS CORPORATION

By: [Signature]
Name: Gregg Baumbach
Title: Executive Vice President Finance, Strategy and Development

PROVIDENCE EQUITY PARTNERS III L.P.

By: Providence Equity GP L.P., its General Partner
By: Providence Equity Partners III LLC, its General Partner Jonathan M. Nelson, Managing Director
By: by David K. Duffell, Attorney in Fact
Name: Jonathan M. Nelson
Title: Managing Director

PROVIDENCE EQUITY OPERATING PARTNERS III L.P.

By: Providence Equity GP L.P., its General Partner
By: Providence Equity Partners III LLC, its General Partner Jonathan M. Nelson, Managing Director
By: by David K. Duffell, Attorney in Fact
Name: Jonathan M. Nelson
Title: MANAGING DIRECTOR

SIGNATURE PAGE TO EXCHANGE RIGHTS AGREEMENT

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STOCK SUBSCRIPTION AGREEMENT
BY AND BETWEEN
VOICESTREAM WIRELESS CORPORATION

AND
DEUTSCHE TELECOM AG

DATED: July 23, 2000

STOCK SUBSCRIPTION AGREEMENT

STOCK SUBSCRIPTION AGREEMENT (the "Agreement"), dated as of July 23, 2000, by and between VOICESTREAM WIRELESS CORPORATION, a Delaware corporation (the "Company"), and DEUTSCHE TELECOM AG, an AKTIENGESELLSCHAFT organized under the laws of the Federal Republic of Germany (the "Investor").

WITNESSETH:

WHEREAS, the Company is engaged in the communications business in the United States;

WHEREAS, the Company and the Investor are simultaneously herewith entering into the Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which the Company will be merged with a Subsidiary of the Investor;

WHEREAS, in connection with the execution and delivery of the Merger Agreement, upon the terms and conditions set forth in this Agreement, the Company has determined to issue and sell, and the Investor has determined to purchase, for an aggregate purchase price of Five Billion Dollars (\$5,000,000,000.00) in cash, 3,906,250 shares of Convertible Voting Preferred Stock, par value \$0.001 per share, of the Company (the "Preferred Stock") having the rights and preferences set forth in the designation of preferences attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises hereinafter set forth, the parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

Unless the context otherwise requires, the terms defined hereunder shall have the meanings therein specified for all purposes of this Agreement, applicable to both the singular and plural forms of any of the terms defined herein. For purposes of this Agreement:

"Affiliate" shall mean, with respect to any party hereto, any corporation or other business entity which directly or indirectly through stock ownership or through any other arrangement either controls, is controlled by or is under common control with, such party. The term "control" shall mean the power to direct the affairs of such person by reason of ownership of voting stock or other equity interests, by contract or otherwise.

"Agreement" shall have the meaning set forth in the preamble hereof.

"Business Day" shall mean any day other than a Saturday, Sunday or a legal holiday in New York, New York, Seattle, Washington or Bonn, Germany or any other

day on which commercial banks in those locations are authorized by law or governmental decree to close.

“Closing” shall have the meaning set forth in Section 2.02.

“Closing Date” shall have the meaning set forth in Section 2.02.

“Common Stock” shall mean the common stock, par value \$.001 per share, of the Company.

“Communications Act” shall mean the Communications Act of 1934 and Telecommunications Act of 1996, both as amended from time to time, and all rules and regulations promulgated under either thereof.

“Company” shall have the meaning set forth in the preamble hereof.

“Cook Inlet Joint Venture” shall mean any of Cook Inlet Western Wireless PV/SS PCS, L.P., Cook Inlet VoiceStream PCS, LLC, Cook Inlet/VS GSM II PCS, LLC and Cook Inlet/VS GSM III PCS, LLC.

“Dollar” or “\$” shall mean the basic unit of the lawful currency of the United States of America.

“Exchange Act” shall mean the Securities Exchange Act of 1934, or any successor Federal statute, and the rules and regulations promulgated thereunder, all as amended, and as the same may be in effect from time to time.

“FCC” shall mean the United States Federal Communications Commission, or any other similar or successor agency of the Federal government administering the Communications Act.

“First Amended and Restated Voting Agreement” shall mean the First Amended and Restated Voting Agreement of even date herewith between the Company and each of the Stockholders of the Company specified therein, such agreement to be substantially in the form attached hereto as Exhibit B.

“HSR Act” shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Investor” shall have the meaning set forth in the preamble hereof.

“Investor Agreement” shall mean the Investor Agreement of even date herewith between the Company and Investor, such agreement to be substantially in the form attached hereto as Exhibit C.

“Liens” shall mean any lien, claim, security interest, charge, encumbrance or title retention agreement of any nature.

"Material Adverse Effect" means, with respect to Monica and its Subsidiaries and the Cook Inlet Joint Venture, taken as a whole, or Bega and its Subsidiaries, taken as a whole, any change in or effect on the business of Monica and its Subsidiaries and the Cook Inlet Joint Ventures taken as a whole or Bega and its Subsidiaries taken as a whole, as the case may be, that is or is reasonably likely to be materially adverse to the business, operations or financial condition of Monica, and its Subsidiaries and the Cook Inlet Joint Ventures taken as a whole or Bega and its Subsidiaries taken as a whole, respectively, but shall not include the effects of changes or developments (A) that are generally applicable in (i) the telecommunications industry, including regulatory and political conditions, and not uniquely relating to Bega or Monica, (ii) the United States or European economy, or (iii) the United States or European securities markets, or (B) resulting from the announcement or the existence of the Merger Agreement and the transactions contemplated thereby.

"Person" shall mean any general or limited partnership, corporation, joint venture, trust, business trust, governmental agency, cooperative, association, individual or other entity, and heirs, executors, administrators, legal representatives, successors and assigns of such person.

"Preferred Stock" shall have the meaning set forth in the third recital hereof.

"Purchase Price" shall have the meaning set forth in Section 2.01.

"Purchased Shares" shall have the meaning set forth in Section 2.01.

"SEC" shall mean the Securities and Exchange Commission or its successors.

"SEC Reports" shall have the meaning set forth in Section 4.01(h).

"Second Closing Date" shall have the meaning set forth in Section 2.02(a).

"Securities Act" shall mean the Securities Act of 1933, and any similar or successor Federal statute, and the rules and regulations promulgated thereunder, all as amended, and as the same may be in effect from time to time.

"Subsidiary" means any Person on the date of determination of which the Company or Investor, as the case may be (either alone or through or together with any other Subsidiary or Subsidiaries), owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interests the holders of which are generally entitled to vote for the election of the Board of Directors or other governing body of such Person.

When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The use of a gender herein shall be deemed to include the neuter, masculine and feminine genders whenever necessary or appropriate. Whenever the word "herein" or "hereof" is used in this Agreement, it shall

be deemed to refer to this Agreement and not to a particular Section of this Agreement unless expressly stated otherwise.

ARTICLE 2
PURCHASE AND SALE OF STOCK; CLOSING

Section 2.01. Purchase

The Investor hereby subscribes for and agrees to purchase from the Company, and the Company hereby accepts the Investor's subscription for and agrees to sell to the Investor, for an aggregate purchase price of Five Billion Dollars (\$5,000,000,000.00) (the "Purchase Price"), 3,906,250 shares of Preferred Stock for a purchase price (in Dollars) per share equal to One Thousand Two Hundred Eighty Dollars (\$1,280.00) (the "Purchased Shares").

Section 2.02. Closing

(a) Closing Date. Consummation of the transactions contemplated hereby (the "Closing") shall take place, subject to the satisfaction (or express written waiver) of all conditions to the Closing under Article 5 hereof, on the third Business Day after the waiting periods, if applicable, of the HSR Act shall have expired or been terminated (the "Closing Date"); provided, however, that in the event that under the Communications Act, the Investor is not permitted as a result of limitations on foreign ownership to purchase all of the Purchased Shares without first obtaining a waiver of such limitation on foreign ownership from the FCC, the Investor shall purchase such lesser amount as the Investor shall be permitted to purchase without violating such limitation on foreign ownership. Any shares not so purchased by the Investor on the Closing Date shall be purchased by the Investor on the third Business Day after any required waiver under the Communications Act shall have been obtained, it being understood that such waiver need not be by final order (the "Second Closing Date").

(b) Location. The Closing, and if applicable the second closing contemplated by the proviso set forth in Section 2.02(a), shall take place at 11:00 A.M. on the Closing Date at the offices of Cleary, Gottlieb, Steen & Hamilton, New York, New York or at such other place as the parties hereto shall agree. At the Closing, and if applicable the second closing contemplated by the proviso set forth in Section 2.02(a), the Company shall, upon receipt of the Purchase Price by wire transfer of immediately available funds to the account specified therefor by the Company, promptly deliver to the Investor duly executed and issued stock certificates evidencing the Purchased Shares.

ARTICLE 3
COVENANTS AND AGREEMENTS

Section 3.01. Covenant of the Company

From and after the execution and delivery of this Agreement to and including the Closing Date, the Company shall use its best efforts to cause the transactions

contemplated by this Agreement to be consummated in accordance with the terms hereof, including (i) using its reasonable best efforts to obtain all authorizations of, and make all filings with and give all notices to, all governmental authorities and agencies, having jurisdiction, including the FCC, and (ii) using commercially reasonable efforts to obtain all necessary approvals, consents, permits, licenses and other authorizations of, and making all filings with, and giving all notices to, third parties, which in any such case may be necessary or reasonably required of the Company in order to consummate the transactions contemplated hereby.

Section 3.02. Covenant of the Investor

From and after the execution and delivery of this Agreement to and including the Closing Date, the Investor shall use its best efforts to cause the transactions contemplated by this Agreement to be consummated in accordance with the terms hereof, including (i) using its reasonable best efforts to obtain all authorizations of, and make all filings with and give all notices to, all governmental authorities and agencies, having jurisdiction, including the FCC, and (ii) using commercially reasonable efforts to obtain all necessary approvals, consents, permits, licenses and other authorizations of, and making all filings with, and giving all notices to, third parties, which in any such case may be necessary or reasonably required of the Investor in order to consummate the transactions contemplated hereby.

Section 3.03. HSR Act

It is understood that the consummation of this transaction is subject to the filing with the Federal Trade Commission and the Antitrust Division of the Department of Justice of all reports and notifications which are required under the HSR Act and the expiration or termination of certain applicable waiting periods under the HSR Act without objection by such authorities. The Investor and the Company shall file, or cause to be filed, with the Federal Trade Commission and the Antitrust Division of the Department of Justice not more than five (5) Business Days from the date hereof any and all such reports or notifications and any other filings required under any other Federal law or administrative regulations in connection with the purchase of the Purchased Shares under this Agreement.

Section 3.04. FCC Consent

If the transactions contemplated hereby are subject to the prior approval or waiver of the FCC, the parties shall use their best efforts to file with the FCC, to the extent the prior approval or waiver of the FCC shall be required, as soon as practicable following the date hereof and in no event later than five (5) Business Days from the date hereof, an application requesting the approval or waiver of the FCC to the transactions contemplated hereby (including any waiver of foreign ownership limitations under the Communications Act with respect to the capital stock of the Company). Each of the parties hereto shall diligently take or cooperate in the taking of all steps which are necessary or appropriate to expedite the prosecution and favorable consideration of such applications. The parties

covenant and agree to undertake all actions reasonably requested by the FCC and to file such material as shall be necessary or required to obtain any necessary approvals or waivers or other authority from the FCC in connection with the foregoing applications.

Section 3.05. Full Access

From and after the execution and delivery of this Agreement to and including the Closing Date, the Company shall give to the Investor and its agents and representatives (including its independent auditors and attorneys) reasonable access (such access not to interfere unreasonably with the Company and its Subsidiaries or their respective operations), during normal business hours and upon reasonable notice as described below, to all of the Company's and its Subsidiaries' personnel, premises, properties, assets, financial statements and records, books, contracts, documents and commitments, in each case of or relating to or affecting the Company and its Subsidiaries, and shall furnish the Investor and its agents and representatives with all such information concerning the affairs of or relating to or affecting the Company and its Subsidiaries, as the Investor may reasonably request.

Section 3.06. FCC Compliance

From and after the execution and delivery of this Agreement through and including the Closing Date, and for so long as the Investor shall own any of the Purchased Shares, the Investor covenants and agrees that in the event the Investor takes action which would (i) cause the Company to exceed the broadband Commercial Mobile Radio Service spectrum aggregation limits under the Communications Act, it shall cause any representative or designee of the Investor to resign from the Company's Board of Directors or dispose of any Common Stock or Purchased Shares beneficially owned by the Investor or take such other actions as will be sufficient such that the Company shall not be in violation of the Communications Act, and (ii) render the Investor and/or any other "foreign carrier" an "affiliate" of the Company, as those terms are defined in the Communications Act, the Investor shall provide the Company at least ninety (90) days prior written notice.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

Section 4.01. Representations and Warranties of the Company

Except as disclosed in the Company SEC Reports filed prior to the date of this Agreement and except as set forth in the Company disclosure schedules to this Agreement (it being agreed that disclosure of any item in such schedules shall be deemed disclosure with respect to any section of this Agreement to which the relevance of such item is reasonably apparent), the Company hereby represents and warrants (which representations and warranties shall survive the execution and delivery of this Agreement and the consummation of the transactions herein contemplated) as follows:

(a) Incorporation of Representations and Warranties in Merger Agreement.

The representations and warranties of the Company set forth in Article 2 of the Merger Agreement (together with the schedules thereto) are hereby incorporated by reference, and are hereby made by the Company to the Investor as of the date hereof and the Closing Date, in their entirety with the same force and effect, provided, that all references to the Merger Agreement therein shall be deemed to be references to this Agreement whether or not the Merger Agreement shall be in force and effect on any relevant date under this Agreement.

(b) Purchased Shares. The Purchased Shares (and the shares of Common Stock issuable upon the conversion of the Purchased Shares) (i) have been duly authorized by all necessary corporate action on the part of the Company, (ii) shall be (when issued) validly issued and outstanding, fully paid and nonassessable, and (iii) shall not be subject to any preemptive rights of the holders of any other class or series of the capital stock of the Company. At the Closing, the Purchased Shares (and the shares of Common Stock issuable upon the conversion of the Purchased Shares) shall be free and clear of all Liens, with the exception of any restrictions on transferability under the Securities Act, Communications Act or any securities laws of any jurisdiction.

(c) No Brokers. Except for Goldman, Sachs & Co., no agent, broker, investment banker, Person or firm is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly in connection with the transactions contemplated by this Agreement based in any way on any arrangements, agreements or understandings made by or on behalf of the Company or an Affiliate thereof, and the Company hereby agrees to indemnify the Investor and agrees to hold harmless the Investor against and in respect of any claims for brokerage and other commissions relating to such transactions based in any way on any arrangements, agreements or understandings made by or on behalf of the Company or an Affiliate thereof.

Section 4.02. Representations and Warranties of the Investor

Except as disclosed in the Investor SEC Reports filed prior to the date of this Agreement and except as set forth in the Investor disclosure schedules to this Agreement (it being agreed that disclosure of any item in such schedules shall be deemed disclosure with respect to any section of this Agreement to which the relevance of such item is reasonably apparent), Investor hereby represents and warrants (which representations and warranties shall survive the execution and delivery of this Agreement and the consummation of the transactions herein contemplated) as follows:

(a) Incorporation of Representations and Warranties in Merger Agreement.

The representations and warranties of the Investor set forth in Article 3 of the Merger Agreement (together with the schedules thereto) are hereby incorporated herein by reference, and are hereby made by the Investor to the Company as of the date hereof and the Closing Date, in their entirety with the same force and effect, provided, that all references to the Merger Agreement therein shall be deemed to be references to this

Agreement whether or not the Merger Agreement shall be in force and effect on any relevant date under this Agreement.

(b) No Interest Causing Foreign Carrier Affiliation. None of the Investor, its Affiliates, or any Person controlling the Investor or its Affiliates as of the Closing:

(i) holds or will hold a direct or indirect ownership interest in a Person holding stock in the Company where such Person's stock, when added to the Purchased Shares, amounts to more than 25 percent of the capital stock of the Company, or

(ii) is a party to, or beneficiary of a contractual relation affecting the provision or marketing of international basic telecommunications in the United States with a Person holding stock in the Company that is also a "foreign carrier," or an "affiliate" of a foreign carrier, as those terms are defined in the Communications Act, where such Person's stock, when added to the Purchased Shares, amounts to more than 25 percent of the capital stock of the Company.

(c) Securities Representation. The Investor acknowledges that: (i) it is not a United States person (as defined in Regulation S under the Securities Act) and, in determining to make its purchase hereunder, has made its buying decision outside the United States; (ii) it is an accredited investor (as defined in Rule 501 under the Securities Act); (iii) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investing in the Company as contemplated hereby or, alternatively, that it has engaged the services of a representative who has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the proposed investment and who has reviewed the proposed investment on its behalf; (iv) the Purchased Shares being delivered by the Company to the Investor have not been registered under the Securities Act or under the securities laws of any state in reliance upon Federal and state exemptions for offshore transactions or transactions not involving a public offering and are not being acquired with a view to the distribution thereof except pursuant to a registration statement in compliance with Federal and state securities laws or an exemption therefrom; (v) the Purchased Shares must be held by the Investor indefinitely unless subsequently so registered or if an exemption from such registration is available; and (vi) it has received information concerning the Company and has had the opportunity to obtain additional information as desired in order to evaluate the merits and risks inherent in holding the Purchased Shares.

(d) No Brokers. Except for Donaldson, Lufkin and Jenrette and Dresdner Kleinwort Benson, no agent, broker, investment banker, Person or firm is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly in connection with the transactions contemplated by this Agreement based in any way on any arrangements, agreements or understandings made by or on behalf of the Investor or an Affiliate thereof, and the Investor hereby agrees to indemnify the Company and agrees to hold harmless the Company against and in respect of any claims for

brokerage and other commissions relating to such transactions based in any way on any arrangements, agreements or understandings made by or on behalf of the Investor or an Affiliate of the Investor.

(e) No Interest in FCC Licenses. Neither the Investor nor any of its Subsidiaries has any license to provide or is providing, or owns, directly or indirectly, any interest in, or appoints any officer or director of, any entity which has a license to provide or which is providing (whether by Management Agreement or other means), broadband Commercial Mobile Radio Services in the United States.

ARTICLE 5 CONDITIONS TO OBLIGATIONS

Section 5.01. Conditions to the Obligation of the Company

The obligation of the Company to perform, fulfill or carry out its agreements, undertakings and obligations herein made or expressed to be performed, fulfilled or carried out on the Closing Date is and shall be subject to fulfillment of or compliance with, on or prior to the Closing Date, the following conditions precedent, any of which may be waived by the Company in its sole discretion, in whole or in part:

(a) Representations and Warranties. The representation and warranty of the Investor set forth in Section 3.07(a) of the Merger Agreement (as incorporated herein pursuant to Section 4.02(a)) shall have been true and correct on the date hereof and on and as of the Closing Date as though made on the Closing Date; and the other representations and warranties of the Investor set forth in this Agreement (including the other representations and warranties incorporated herein pursuant to Section 4.02(a)) shall have been true and correct on the date hereof and, on and as of the Closing Date as though made on the Closing Date (except to the extent that any representation or warranty expressly speaks as of an earlier date, in which case it shall be true and correct as of such date) except (i) for changes permitted under Section 4.02 of the Merger Agreement or otherwise contemplated by the Merger Agreement, and (ii) for such failures to be true and correct which in the aggregate would not reasonably be expected to result in a Material Adverse Effect on Bega.

(b) HSR Act; FCC. The waiting periods, if applicable, of the HSR Act shall have expired or been terminated. Subject to Section 2.02(a), any required approval or waiver of the FCC shall have been obtained; provided that any order with respect to any such approval or waiver shall not be required to be a final order.

(c) Purchase Price. The Investor shall have delivered to the Company the Purchase Price as required hereunder.

(d) No New Statutes. No statute, rule or regulation shall have been enacted by any state or Federal government or governmental agency in the United States which

would render the consummation of the purchase of the Purchased Shares by the Investor unlawful.

(e) Other Agreements. (i) The Investor and certain principal stockholders of the Company shall have entered into the First Amended and Restated Voting Agreement, and (ii) the Investor shall have entered into the Investor Agreement.

(f) No Injunction. There shall not then be in effect any order, decree or injunction prohibiting the consummation of the purchase of the Purchased Shares by the Investor.

The obligation of the Company to perform, fulfill and carry out its agreements, undertakings and obligations herein made or expressed or to be performed, fulfilled or carried out on the Closing Date shall not be subject to a condition precedent that the Merger Agreement be in full force and effect and the Closing shall take place whether or not the Merger Agreement shall have been terminated.

Section 5.02. Conditions to the Obligation of the Investor

The obligation of the Investor to perform, fulfill or carry out its agreements, undertakings and obligations herein made or expressed to be performed, fulfilled or carried out on the Closing Date is and shall be subject to fulfillment of or compliance with, on or prior to the Closing Date, the following conditions precedent, any of which may be waived by the Investor, in its sole discretion, in whole or in part:

(a) Representations and Warranties. The representation and warranty of the Company set forth in Section 2.07(a) of the Merger Agreement (as incorporated herein pursuant to Section 4.01(a)) shall have been true and correct on the date hereof and on and as of the Closing Date as though made on the Closing Date; and the other representations and warranties of the Company set forth in this Agreement (including the other representations and warranties incorporated herein pursuant to Section 4.01(a)) shall have been true and correct on the date hereof and on and as of the Closing Date as though made on the Closing Date (except to the extent that any representation or warranty expressly speaks as of an earlier date, in which case it shall be true and correct as of such date) except (i) for changes permitted under Section 4.01 of the Merger Agreement hereof or otherwise contemplated by the Merger Agreement, and (ii) for such failures to be true and correct which in the aggregate would not reasonably be expected to result in a Material Adverse Effect on Monica.

(b) HSR Act; FCC. The waiting periods, if applicable, of the HSR Act shall have expired or been terminated. Subject to Section 2.02(a), any required approval or waiver of the FCC shall have been obtained; provided that any order with respect to any such approval or waiver shall not be required to be a final order.

(c) Stock Certificates. The Company shall have delivered to the Investor duly executed and issued stock certificates representing the Purchased Shares as required hereunder.

(d) No New Statutes. No statute, rule or regulation shall have been enacted by any state or Federal government or governmental agency in the United States which would render the consummation of the purchase of the Purchased Shares by the Investor unlawful.

(e) Other Agreements. (i) The Company and certain principal stockholders of the Company shall have entered into the First Amended and Restated Voting Agreement, and (ii) the Company shall have entered into the Investor Agreement.

(f) No Injunction. There shall not then be in effect any order, decree or injunction prohibiting the consummation of the purchase of the Purchased Shares by the Investor.

The obligation of the Investor to perform, fulfill and carry out its agreements, undertakings and obligations herein made or expressed or to be performed, fulfilled or carried out on the Closing Date shall not be subject to a condition precedent that the Merger Agreement be in full force and effect and the Closing shall take place whether or not the Merger Agreement shall have been terminated.

Section 5.03. Second Closing Date Condition

(a) Company Conditions. Notwithstanding anything to the contrary contained in Section 5.01 or any other provision of this Agreement, in the event that a portion of the Purchased Shares shall be purchased on the Second Closing Date pursuant to Section 2.02(a), the obligation of the Company to perform, fulfill and carry out its agreements, undertakings and obligations herein made or expressed to be performed, fulfilled or carried out on the Second Closing Date shall be subject to, on or prior to the Second Closing Date, the fulfillment and satisfaction of the conditions precedent set forth in Sections 5.01(b), (d) and (f) and the delivery by the Investor to the Company of the Purchase Price for the Purchased Shares being purchased on the Second Closing Date and such obligation of the Company shall not be subject to the fulfillment of or compliance with any other condition precedent by the Investor: it also being understood and agreed by the parties that such obligation shall remain in full force and effect notwithstanding the termination of the Merger Agreement.

(b) Investor Conditions. Notwithstanding anything to the contrary contained in Section 5.02 or any other provision of this Agreement, in the event that a portion of the Purchased Shares shall be purchased on the Second Closing Date pursuant to Section 2.02(a), the obligation of the Investor to perform, fulfill and carry out its agreements, undertakings and obligations herein made or expressed to be performed, fulfilled or carried out on the Second Closing Date shall be subject to, on or prior to the Second Closing Date, the fulfillment and satisfaction of the conditions precedent set forth in

Sections 5.02(b), (d) and (f) and the delivery by the Company to the Investor of duly executed and issued stock certificates representing the Purchased Shares being purchased on the Second Closing Date and such obligation of the Investor shall not be subject to the fulfillment of or compliance with any other condition precedent by the Company; it also being understood and agreed by the parties that such obligation shall remain in full force and effect notwithstanding the termination of the Merger Agreement.

ARTICLE 6 MISCELLANEOUS

Section 6.01. Legend

The Investor agrees that the share certificate(s) which the Investor receives from the Company shall be legended with the following legend:

“THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE “ACT”) AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED IN REGULATIONS UNDER THE ACT), EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT THEREUNDER.”

Section 6.02. Expenses

Each party shall bear its own expenses incident to the negotiation, preparation, authorization and consummation of this Agreement and the transactions contemplated hereby, including all fees and expenses of its counsel and accountants, whether or not such transactions are consummated.

Section 6.03. Equitable Remedies

The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with the specific terms of the provisions or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity. Each party agrees that it will not assert, as a defense against a claim for specific performance, that the party seeking specific performance has an adequate remedy at law.

Section 6.04. Notices

All notices, claims and other communications hereunder shall be in writing and shall be made by hand delivery, registered or certified mail (postage prepaid, return receipt requested), facsimile, or overnight air courier guaranteeing next day delivery

(a) if to the Company, to it at:

VoiceStream Wireless Corporation
3650 131st Avenue S.E.
Bellevue, Washington 98006
Attention: Allan R. Bender
Telephone: 425-313-5200
Facsimile: 425-586-8080

with a copy (which shall not constitute notice) to:

Friedman Kaplan & Seiler LLP
875 Third Avenue
New York, New York 10022
Attention: Barry A. Adelman, Esq.
Telephone: 212-833-1100
Facsimile: 212-355-6401

(b) if to the Investor, to it at :

Deutsche Telecom AG
140 Friedrich-Ebert Allee
S3113 Bonn
Germany
Attention: Kevin Copp
Telephone: 49-228-181-44070
Facsimile: 49-228-181-44177

with a copy (which shall not constitute notice) to:

Cleary Gottlieb, Steen & Hamilton
One Liberty Plaza
New York, New York 10006
Attention: Robert P. Davis, Esq.
Telephone: 213-225-2000
Facsimile: 213-225-3999

with a copy (which shall not constitute notice) to:

Hengeler Mueller Weitzel Wirtz
Trinkausstrasse
D-40213 Düsseldorf
Germany
Attention: Dr. Rainer Krause
Telephone:
Facsimile:

or at such other address as any party may from time to time furnish to the other parties by a notice given in accordance with the provisions of this Section 6.04. All such notices and communications shall be deemed to have been duly given at the time delivered by hand, if personally delivered; when receipt is confirmed, if sent by facsimile; and the next Business Day after timely delivery to the courier, if sent by an overnight air courier service guaranteeing next day delivery.

Section 6.05. Entire Agreement

This Agreement, together with the Schedules annexed hereto, contains the entire understanding among the parties hereto concerning the subject matter hereof and this Agreement may not be changed, modified, altered or terminated except by an agreement in writing executed by the parties hereto. Any waiver by any party of any of its rights under this Agreement or of any breach of this Agreement shall not constitute a waiver of any other rights or of any other or future breach.

Section 6.06. Remedies Cumulative

Except as otherwise provided herein, each and all of the rights and remedies in this Agreement provided, and each and all of the rights and remedies allowed at law and in equity in like case, shall be cumulative, and the exercise of one right or remedy shall not be exclusive of the right to exercise or resort to any and all other rights or remedies provided in this Agreement or at law or in equity.

Section 6.07. Governing Law

This Agreement shall be construed in accordance with and subject to the laws and decisions of the State of New York applicable to contracts made and to be performed entirely therein.

Section 6.08. Counterparts

This Agreement may be executed in several counterparts hereof, and by the different parties hereto on separate counterparts hereof, each of which shall be an original; but such counterparts shall together constitute one and the same instrument.

Section 6.09. Waivers

No provision in this Agreement shall be deemed waived except by an instrument in writing signed by the party waiving such provision.

Section 6.10. Successors and Assigns

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that this Agreement may be assigned by Bega to a corporation or entity owning

more than 80% of the ordinary shares of Bega. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 6.11. Further Assurances

The Investor shall, at the request of the Company, and the Company shall, at the request of the Investor, from time to time, execute and deliver such other assignments, transfers, conveyances and other instruments and documents and do and perform such other acts and things as may be reasonably necessary or desirable for effecting complete consummation of this Agreement and the transactions herein contemplated.

Section 6.12. Disclosures

(a) Confidentiality. Each of the Investor and the Company acknowledges and confirms in connection with the negotiation of this Agreement and the execution hereof that the parties hereto have furnished and will furnish to one another certain materials, information, data and other documentation ("Disclosures") concerning their business, financial condition and operations which are proprietary and confidential. Each party acknowledges the party disclosing such Disclosures considers them secret and confidential and asserts a proprietary interest therein. Accordingly, each of the Investor and the Company covenants and agrees that it shall maintain all Disclosures made by another party in strict confidence and shall not use such Disclosures for its own benefit or disclose them to third parties, except to its agents, representatives, bankers, investment bankers, counsel and employees involved in evaluating the transactions contemplated by this Agreement, its partners (and the partners or other security holders thereof), lenders, investors and potential investors or as otherwise required by law (including the requirements of the Company to disclose such terms under the Securities Act, the Exchange Act or under the rules of NASDAQ or any securities exchange on which the securities of the Company are registered; and including the requirement of the Investor or any of its Affiliates to disclose such terms under the securities laws of Germany, or under the rules of the Frankfurt Stock Exchange).

(b) Public Announcements. No public announcement by any party hereto with regard to the transactions contemplated hereby or the material terms hereof shall be issued by any party without the mutual prior consent of the other parties, except that in the event the parties are unable to agree on a press release and legal counsel for one party is of the opinion that such press release is required by law and such party furnishes the other party a written opinion of outside legal counsel, or other counsel reasonably acceptable to the party being furnished such opinion, to that effect, then such party may issue the legally required press release.

Section 6.13. Termination

(a) Events Triggering Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned, without further obligation of the Company, or the Investor, at any time as follows:

(i) by mutual written consent duly authorized by the boards of directors of the Company and the Investor;

(ii) by the Company or the Investor if the consummation of the transactions contemplated hereby shall be prohibited by a final, non-appealable order, decree or injunction of a court of competent jurisdiction; it being understood and agreed that any such termination shall not create any right of rescission or in any matter affect any prior purchase of a portion of the Purchased Shares on the Closing Date pursuant to Section 2.02(a); or

(iii) by the Company or the Investor if the Closing Date as to at least a portion of the Purchased Shares shall not have occurred on or prior to December 31, 2001 or such later date, if any, as the Company and the Investor shall agree in writing, provided, that the party exercising such right is not in default of its obligations under this Agreement in a manner which results in the failure to satisfy the conditions to the transactions contemplated hereby of the other parties; it being understood and agreed that any such termination shall not create any right of rescission or in any matter affect any prior purchase of a portion of the Purchased Shares on the Closing Date pursuant to Section 2.02(a).

(b) No Further Obligation. In the event of a termination of this Agreement, no party hereto shall have any liability or further obligation to any other party to this Agreement except that nothing herein will relieve any party from liability for any breach of this Agreement.

Section 6.14. Jurisdiction; Consent to Service of Process

The Investor hereby irrevocably appoints United Corporate Services, Inc., at its office at 10 Bank Street, White Plains, New York 10606, United States of America, and the Company hereby irrevocably appoints United Corporate Services, Inc., at its office at 10 Bank Street, White Plains, New York 10606, United States of America, its lawful agent and attorney to accept and acknowledge service of any and all process against it in any action, suit or proceeding arising in connection with this Agreement, and upon whom such process may be served, with the same effect as if such party were a resident of the State of New York and had been lawfully served with such process in such jurisdiction, and waives all claim of error by reason of such service, provided, however that in the case of any service upon such agent and attorney, the party effecting such service shall also deliver a copy thereof to the other party at the address and in the manner specified in Section 6.03. In the event that such agent and attorney resigns or otherwise becomes incapable of acting as such, such party will appoint a successor agent and attorney in

New York, reasonably satisfactory to the other party, with like powers. Each party hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and any court of the State of New York located in the City of New York in any such action, suit or proceeding, and agrees that any such action, suit or proceeding shall be brought only in such court (and waives any objection based on forum non conveniens or any other objection to venue therein), provided, however, that such consent to jurisdiction is solely for the purpose referred to in this Section 6.14 and shall not be deemed to be a general submission to the jurisdiction of said courts or the State of New York other than for such purpose.

Section 6.15. Waiver of Immunity. The Investor agrees that, to the extent that it or any of its Subsidiaries or any of its property or the property of its Subsidiaries is or becomes entitled to any immunity on the grounds of sovereignty or otherwise-based upon its status as an agency or instrumentality of the government from any legal action, suit or proceeding or from set-off or counterclaim relating to this Agreement from the jurisdiction of any competent court, from service of process, from attachment prior to judgment, from attachment in aid of execution, from execution pursuant to a judgment or an arbitral award or from any other legal process in any jurisdiction, it, for itself and its property, and for each of its Subsidiaries and its property, expressly, irrevocably and unconditionally waives, and agrees not to plead or claim, any such immunity with respect to matters arising with respect to this Agreement or the subject matter hereof (including any obligation for the payment of money). The Investor agrees that the foregoing waiver is irrevocable and is not subject to withdrawal in any jurisdiction or under any statute, including the Foreign Sovereign Immunities Act, 28 U.S.C. § 1602 et seq. The foregoing waiver shall constitute a present waiver of immunity at any time any action is initiated against the Investor or any of its Subsidiaries with respect to this Agreement or the subject matter hereof (including any obligation for the payment of money).

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

VOICESTREAM WIRELESS CORPORATION

By:  _____

Name: John W. Stanton
Title: Chief executive Officer

DEUTSCHE TELECOM AG

By: _____

Name:

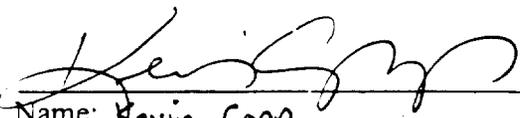
Title:

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

VOICESTREAM WIRELESS CORPORATION

By: _____
Name:
Title:

DEUTSCHE TELEKOM AG

By:  _____
Name: Kevin Copp
Title: Head of International legal
Affairs



18

FIRST AMENDED AND RESTATED
VOTING AGREEMENT

VOTING AGREEMENT, dated as of _____, 2000 (this "Agreement"), by and among VOICESTREAM WIRELESS CORPORATION, a Delaware corporation ("VoiceStream"), and the individuals and entities set forth on Schedule I hereto (each, a "Stockholder" and collectively, the "Stockholders").

WHEREAS, each Stockholder is or, in the case of Deutsche Telekom AG ("DT"), an AKTIENGESELLSCHAFT organized under the laws of the Federal Republic of Germany, will become as described below, the Beneficial Owner of the number of shares of VoiceStream common stock, par value \$0.001 per share (the "Shares"), set forth opposite such Stockholder's name in Schedule I hereto;

WHEREAS, VoiceStream and certain of the Stockholders are parties to that certain Voting Agreement, dated as of February 25, 2000, including the acceptance thereof by Telephone and Data Systems, Inc., a Delaware corporation ("TDS") as of May 4, 2000 (the "February 2000 Voting Agreement"), and now wish to amend and restate such agreement;

WHEREAS, VoiceStream and DT are parties to that certain Stock Subscription Agreement, dated as of July ___, 2000 (the "Subscription Agreement"), pursuant to which, DT will purchase the number of Shares set forth opposite its name in Schedule I hereof;

WHEREAS, the terms of the Subscription Agreement provide that the parties hereto shall enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

Section 1. **Definitions.** As used in this Agreement, the following terms have the meanings set forth below:

"DT Preferred Stock" means the Convertible Voting Preferred Stock, par value \$0.001 per share, of VoiceStream purchased by DT pursuant to the Subscription Agreement.

"Beneficially Own" has the meaning set forth in Rule 13d-3 of the rules and regulations promulgated under the Securities Exchange Act of 1934, as amended; except that no broker or dealer or any affiliate thereof shall be deemed to Beneficially Own Shares, the beneficial ownership of which is acquired in the ordinary course of the activities of a broker or dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended, including, but not limited to, the acquisition of beneficial ownership of such securities as a result of any market-making or underwriting activities (including any Shares acquired for the investment account of a broker or dealer in connection with such underwriting activities), or the exercise of investment or voting discretion authority over any of its customer accounts, or the

acquisition in good faith of such securities in connection with the enforcement of payment of a debt previously contracted.

“Board” means the Board of Directors of VoiceStream.

“BSF” means Bridge Street Fund 1992, L.P., a Delaware limited partnership.

“Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in New York City, Hong Kong or Seattle, Washington are authorized or required by law to close.

“GS” means The Goldman Sachs Group, Inc., a Delaware corporation.

“GSC” means BSF, GS, GSCP and SSF.

“GSCP” means GS Capital Partners, L.P., a Delaware limited partnership.

“HTL” means Hutchison Telecommunications Limited, a corporation organized under the laws of Hong Kong.

“Hutchison” means Hutchison Holdings and Hutchison PCS.

“Hutchison Holdings” means Hutchison Telecommunications Holdings (USA) Limited, a British Virgin Islands corporation.

“Hutchison PCS” means Hutchison Telecommunications PCS (USA) Limited, a British Virgin Islands corporation.

“Hutchison Preferred Stock” means the 2½% Convertible Junior Preferred Stock, without par value, of VoiceStream purchased by Hutchison PCS pursuant to that certain Stock Purchase Agreement dated June 23, 1999, by and among VoiceStream, HTL and Hutchison PCS.

“Immediate Family” means an individual’s spouse, children (including adopted children), grandchildren and parents.

“Merger Agreement” means that certain Agreement and Plan of Merger, by and among VoiceStream and DT, dated as of July 23, 2000.

“VoiceStream Washington” means VoiceStream Washington Corporation (formerly known as VoiceStream Wireless Corporation), a Washington corporation.

“Percentage Ownership” means, as to any Stockholder, the aggregate percentage of the outstanding Shares Beneficially Owned by such Stockholder, including for this purpose, Shares Beneficially Owned by such Stockholder’s Permitted Affiliate Transferees. For all purposes of this Agreement, outstanding Shares shall include Shares issuable to Hutchison PCS (and its Permitted Affiliate Transferees) upon conversion of the Hutchison Preferred Stock and

Shares issuable to DT (and its Permitted Affiliate Transferees) upon conversion of the DT Preferred Stock.

"Permitted Affiliate Transferee" means (i) with respect to any Stockholder who is a natural Person, any member of such Person's Immediate Family, or any trust for the benefit of, or a partnership all of the partners of which are, such Person and/or any member of such Person's Immediate Family; (ii) with respect to any Stockholder which is a limited partnership (a) any Person that, as of May 13, 1996, was the sole general partner of such Stockholder or was the sole general partner of the sole general partner of such Stockholder, or (b) another limited partnership which has a sole general partner, the control of which sole general partner is held, directly or indirectly, by five (5) or fewer natural Persons, provided such natural Persons had control at May 13, 1996 of the sole general partner of such Stockholder; (iii) with respect to Hutchison, (w) HTL, (x) any Subsidiary of HTL, or (y) any other entity acceptable to Stockholders (other than Hutchison and its Permitted Affiliate Transferees) holding at least a majority of the Shares owned by all Stockholders (other than Hutchison and its Permitted Affiliate Transferees) in which HTL owns, directly or indirectly, more than 40% of the outstanding voting power, or (z) in the case of any Person referred to in clause (w), (x) or (y), Hutchison; (iv) with respect to Sonera, any Subsidiary of Sonera or any other entity acceptable to Stockholders (other than Sonera and its Permitted Affiliate Transferees) holding a majority of Shares owned by all Stockholders (other than Sonera and its Permitted Affiliate Transferees) in which Sonera owns, directly or indirectly, more than 40% of the outstanding voting power and of which Sonera and its Subsidiaries are collectively the largest shareholder; (v) with respect to TDS, any Subsidiary of TDS or any other entity acceptable to Stockholders (other than TDS and its Permitted Affiliate Transferees) holding a majority of the Shares owned by all Stockholders (other than TDS and its Permitted Affiliated Transferees) in which TDS owns, directly or indirectly, more than 40% of the outstanding voting power and of which TDS and its Subsidiaries are collectively the largest shareholder; and (vi) with respect to DT, any Subsidiary of DT or any other entity acceptable to Stockholders (other than DT and its Permitted Affiliate Transferees) holding a majority of Shares owned by all Stockholders (other than DT and its Permitted Affiliate Transferees) in which DT owns, directly or indirectly, more than 40% of the outstanding voting power and of which DT and its Subsidiaries are collectively the largest shareholder. For purposes of this definition, "control" shall mean ownership of at least 51% of the equity interest in, and at least 51% of the voting power on all matters in, an entity or, if applicable, the sole general partner of such entity.

"Person" means an individual, corporation, association, partnership, trust or estate, an unincorporated organization, a joint venture, a government or any agency or political subdivision thereof, or any other entity of whatever nature.

"Qualified DT Designee" means an individual designated by DT, provided that VoiceStream shall have the right to approve such designee, which approval shall not be unreasonably withheld, so long as such individual's membership on the Board shall not cause any violation of any federal anti-trust law or any other federal or state law.

"Qualified Sonera Designee" means an individual designated by Sonera, provided that VoiceStream shall have the right to approve such designee, which approval shall not be

unreasonably withheld, so long as such individual's membership on the Board shall not cause any violation of any federal anti-trust law or any other federal or state law.

"Qualified TDS Designee" means an individual who is not an officer, director, management level employee or affiliate (as defined in the Securities Exchange Act of 1934) of TDS, or of any Person in which TDS or any affiliate of TDS has an "attributable interest" (as defined by applicable FCC rules and regulations) designated by TDS provided that VoiceStream shall have the right to approve the designee, which approval shall not be unreasonably withheld.

"Sonera" means Sonera Corporation, a limited liability company organized under the laws of Finland, and its wholly-owned Subsidiaries, including Sonera Holding, B.V., a company organized under the laws of the Netherlands.

"Sonera Investor Agreement" means the Investor Agreement, dated as of September 17, 1999, among Sonera Corporation, VoiceStream Washington and VoiceStream.

"SSF" means Stone Street Fund 1992, L.P., a Delaware limited partnership.

"Subsidiary" means, as to any Person, another Person which is an entity as to which such Person owns more than 50% of the outstanding voting power.

"Transfer" means any sale, assignment, pledge, hypothecation, gift or other transfer, disposition or encumbrance of any interest (and includes an exchange of Shares in a merger, consolidation or similar transaction).

Section 2. Effective Time. This Agreement shall become effective only upon the conversion by DT or its Permitted Affiliate Transferees of all shares of DT Preferred Stock for Shares (the "Effective Time").

Section 3. Agreement to Vote by Stockholders.

(a) From and after the Effective Time, each Stockholder (and its Permitted Affiliate Transferees) hereby agrees to vote (or cause to be voted) all Shares, and any other voting securities of VoiceStream, then Beneficially Owned by such Stockholder (whether issued heretofore or hereafter) that such Stockholder owns or has the right to vote, in person or by proxy (and shall take all other necessary or desirable actions within such Stockholder's (or its Permitted Affiliate Transferees') control, including attendance at meetings in person or by proxy for purposes of obtaining a quorum and execution of written consents in lieu of meetings), in favor of the election and continuation in office of the following nineteen (19) members of the Board (subject to adjustments to such number of directors, as provided below):

(i) John Stanton, as long as he is the chief executive officer of VoiceStream;

(ii) One (1) member designated by John Stanton, so long as he or his Permitted Affiliate Transferees Beneficially Own at least 4,500,000 Shares;

(iii) Four (4) members designated by Hutchison PCS (or if Hutchison PCS has Transferred all of its Shares to Permitted Affiliate Transferees of Hutchison PCS, four (4) designees of such Permitted Affiliate Transferees) and its affiliated entities. Such number of designees shall be subject to increases (rounded to the nearest whole number), depending upon increases in Hutchison PCS's (and its Permitted Affiliate Transferees') Percentage Ownership of outstanding Shares (including without limitation Shares issuable to Hutchison PCS (and its Permitted Affiliate Transferees) upon conversion of the Hutchison Preferred Stock), in which event the Board shall be expanded by one (1) member to accommodate each such new designee unless there are vacancies on the Board and the Board determines to fill any vacancies with such designees so that the percentage of the entire Board represented by Hutchison PCS's designees (rounded to the nearest whole number) shall be proportionate to Hutchison PCS's (and its Permitted Affiliate Transferees') aggregate Percentage Ownership of outstanding Shares (including without limitation Shares issuable to Hutchison PCS (and its Permitted Affiliate Transferees) upon conversion of the Hutchison Preferred Stock) (subject to Section 3(a)(C) hereof);

(iv) One (1) member designated by GSC and its Permitted Affiliate Transferees, so long as such entities Beneficially Own at least 4,500,000 Shares;

(v) Four (4) members who were on the Board of Directors of Omnipoint prior to the Omnipoint Reorganization and who are selected by Omnipoint to serve (the following persons have been designated by Omnipoint to serve as directors: Douglas G. Smith, Richard L. Fields, James N. Perry, Jr. and James J. Ross; such Persons being collectively referred to as the "Omnipoint Designees") during the period from the closing of the Omnipoint Reorganization until and including the second annual meeting of stockholders of VoiceStream taking place after the closing of the Omnipoint Reorganization (it being understood that such four (4) members shall serve until such time as the term of office of the directors elected at such second annual meeting terminates);

(vi) One (1) Qualified Sonera Designee designated by Sonera and its Permitted Affiliate Transferees so long as such entities Beneficially Own at least 4,500,000 Shares; provided, however, that if Sonera Beneficially Owns more than 9,800,000 Shares and TDS Beneficially Owns less than 4,500,000 Shares, the number of Qualified Sonera Designees that Sonera will be entitled to designate will be two (2);

(vii) One (1) Qualified TDS Designee designated by TDS and its Permitted Affiliate Transferees so long as such entities Beneficially Own at least 4,500,000 Shares. such director to be elected to the Board by action of the Board promptly after TDS designates a Qualified TDS Designee; provided, however, that if TDS Beneficially Owns more than 9,800,000 Shares and Sonera Beneficially Owns less than 4,500,000 Shares, the number of Qualified TDS Designees that TDS will be entitled to designate will be two (2);

(viii) Two (2) Qualified DT Designees designated by DT and its Permitted Affiliate Transferees so long as such entities Beneficially Own at least 9,800,000 Shares, such directors to be elected to the Board by action of the Board promptly after DT designates such Qualified DT Designees; provided, however, that if DT Beneficially Owns at least 4,500,000

Shares but less than 9,800,000 Shares, the number of Qualified DT Designees that DT will be entitled to designate will be one (1);

(ix) The then President of VoiceStream,

(x) The then Vice Chairman of VoiceStream, and

(xi) The remaining members of the Board as selected by a majority of the directors designated pursuant to clauses (i), (ii), (iv), (ix) and (x).

No designee to the Board shall be removed from the Board (except removal for cause under applicable law) without the written consent of the Stockholder or group of Stockholders that has the right to designate such Person to the Board (or, if such Stockholder or group of Stockholders has Transferred all of their Shares to Permitted Affiliate Transferees of such Stockholder or group of Stockholders, without the written consent of Permitted Affiliate Transferees holding a majority of the Shares owned by all of such Permitted Affiliate Transferees), or, in the case of the Omnipoint Designees, without the consent of a majority of the Board of Directors of Omnipoint as such Board of Directors existed immediately prior to the Omnipoint Reorganization (the "Old Omnipoint Board"). Any Stockholder or group of Stockholders (or, if such Stockholder or group of Stockholders has Transferred all of their Shares to Permitted Affiliate Transferees of such Stockholder or group of Stockholders, Permitted Affiliate Transferees holding a majority of the Shares owned by all of such Permitted Affiliate Transferees) or, in the case of the Omnipoint Designees, a majority of the Old Omnipoint Board, that has the right to designate any member(s) of the Board shall have the right to replace any member(s) so designated by it (whether or not such member is removed from the Board with or without cause or ceases to be a member of the Board by reason of death, disability or for any other reason) upon written notice to VoiceStream and the other members of the Board, which notice shall set forth the name of the member(s) being replaced and the name of the new member(s). Each of the Stockholders (and each of their respective Permitted Affiliate Transferees) agrees that it will vote, or cause to be voted, all of the Shares then Beneficially Owned by it (whether now owned or hereafter acquired), in person or by proxy (and shall take all other necessary or desirable actions within such Stockholder's (or its Permitted Affiliate Transferees') control including attendance at meetings in person or by proxy for purposes of obtaining a quorum and execution of written consents in lieu of meetings), so as to cause, if necessary, the removal of the existing director previously elected by such Stockholders (and its Permitted Affiliate Transferees), or previously designated by Omnipoint (in the case of the original Omnipoint Designees) or by a majority of the Old Omnipoint Board (if the Old Omnipoint Board designates a replacement for an Omnipoint Designee, such replacement shall for all purposes of this Agreement be an Omnipoint Designee), and the election and continuation in office of any successor director designated by any of the Stockholders (or any of such Stockholder's Permitted Affiliate Transferees) pursuant to this Section 3(a). Notwithstanding the foregoing,

(A) if at any time GSC (and its Permitted Affiliate Transferees) shall cease to Beneficially Own at least 4,500,000 Shares, then in such event, GSC (or, if GSC has Transferred

all of its Shares to Permitted Affiliate Transferees of GSC, its Permitted Affiliate Transferees) shall not be entitled to designate any member of the Board;

(B) if at any time John Stanton (and his Permitted Affiliate Transferees) shall cease to Beneficially Own at least 4,500,000 shares, then in such event, John Stanton (or, if John Stanton has Transferred all of his Shares to Permitted Affiliate Transferees of John Stanton, his Permitted Affiliate Transferees) shall not be entitled to designate any member of the Board (except that Stanton shall continue to serve on the Board for so long as he holds the office of Chief Executive Officer of VoiceStream);

(C) the number of designees of Hutchison PCS (and its Permitted Affiliate Transferees) shall be subject to decreases (rounded to the nearest whole number) depending upon reductions in Hutchison PCS's (and its Permitted Affiliate Transferees') Percentage Ownership of outstanding Shares (including without limitation Shares issuable to Hutchison PCS (and its Permitted Affiliate Transferees) upon conversion of the Hutchison Preferred Stock), so that the percentage of the entire Board represented by Hutchison PCS's (and its Permitted Affiliate Transferees') designees (rounded to the nearest whole number) shall be proportionate to Hutchison PCS's (and its Permitted Affiliate Transferees') aggregate Percentage Ownership of outstanding Shares, in which event (I) the number of designees Hutchison PCS (and its Permitted Affiliate Transferees) are entitled to designate to the Board shall be reduced so that the percentage of the entire Board represented by Hutchison PCS's (and its Permitted Affiliate Transferees') designees (rounded to the nearest whole number) shall be proportionate to Hutchison PCS's (and its Permitted Affiliate Transferees') aggregate Percentage Ownership of outstanding Shares, (II) any members designated by Hutchison PCS (and its Permitted Affiliate Transferees) in excess of such number shall be removed from the Board (any such members to be removed to be designated by Hutchison or, in the event that Hutchison fails to designate the members to be removed, by a majority of the members of the Board), and (III) the Board shall be reduced in size by the number of members so removed; provided, however, that so long as Hutchison PCS (and its Permitted Affiliate Transferees) Beneficially Owns at least 9,800,000 Shares, then in such event Hutchison PCS and its Permitted Affiliate Transferees shall be entitled to designate at least two (2) members of the Board; provided, further, that if at any time Hutchison PCS (and its Permitted Affiliate Transferees) shall cease to Beneficially Own at least (i) 9,800,000 Shares, but shall continue to Beneficially Own at least 4,500,000 Shares, then in such event Hutchison PCS and its Permitted Affiliate Transferees shall be entitled to designate only one member of the Board; and (ii) 4,500,000 Shares, then in such event, Hutchison PCS and its Permitted Affiliate Transferees shall not be entitled to designate any member of the Board;

(D) if at any time Sonera (and its Permitted Affiliate Transferees) shall cease to Beneficially Own at least (i) 9,800,000 Shares at a time when Sonera is entitled to designate two (2) directors, then in such event, Sonera (or, if Sonera has Transferred all of its Shares to Permitted Affiliate Transferees of Sonera, its Permitted Affiliate Transferees) shall be entitled to designate only one (1) member of the Board; and (ii) 4,500,000 Shares, then in such event, Sonera (or, if Sonera has Transferred all of its Shares to Permitted Affiliate Transferees of Sonera, its Permitted Affiliate Transferees) shall not be entitled to designate any member of the Board;

(E) if at any time TDS (and its Permitted Affiliate Transferees) shall cease to Beneficially Own at least (i) 9,800,000 Shares at a time when TDS is entitled to designate two (2) directors, then in such event, TDS (or, if TDS has Transferred all of its Shares to Permitted Affiliate Transferees of TDS, its Permitted Affiliate Transferees) shall be entitled to designate only one (1) member of the Board; and (ii) 4,500,000 Shares, then in such event, TDS (or, if TDS has Transferred all of its Shares to Permitted Affiliate Transferees of TDS, its Permitted Affiliate Transferees) shall not be entitled to designate any member of the Board;

(F) if at any time DT (and its Permitted Affiliate Transferees) shall cease to Beneficially Own at least (i) 9,800,000 Shares, but shall continue to Beneficially Own at least 4,500,000 Shares), then in such event, DT (or, if DT has Transferred all of its Shares to Permitted Affiliate Transferees of DT, its Permitted Affiliate Transferees) shall be entitled to designate only one member of the Board; and (ii) 4,500,000 Shares, then in such event, DT (or, if DT has Transferred all of its Shares to Permitted Affiliate Transferees of DT, its Permitted Affiliate Transferees) shall not be entitled to designate any member of the Board.

(G) Any vacancies on the Board created by reason of the provisions of subsections (A) through (F) above shall be filled by the vote of a majority of the directors then in office (unless such directors determine to reduce the size of the Board after a vacancy is created) to serve until the next annual meeting of shareholders of VoiceStream, and at the next annual meeting shall be filled by a vote of a plurality of all shareholders of VoiceStream (including the Stockholders and their Permitted Affiliate Transferees); provided, however, that in the event that the size of the Board shall have increased by reason of Hutchison PCS having the right to designate additional director(s) and thereafter Hutchison PCS shall cease to have the right to so designate such additional director(s), the size of the Board shall be appropriately reduced and each of the Stockholders (and each of their respective Permitted Affiliate Transferees) agrees that it will vote, or cause to be voted, all of the Shares then Beneficially Owned by it (whether now owned or hereafter acquired), in person or by proxy (and, shall take all other necessary or desirable actions within such Stockholder's (or its Permitted Affiliate Transferees') control including attendance at meetings in person or by proxy for purposes of obtaining a quorum and execution of written consents in lieu of meetings), to cause such reduction in the Board.

(H) Notwithstanding anything to the contrary contained in this Agreement, Hutchison's right to transfer its right to designate directors to certain block transferees as set forth in Sections 14 and 15 of the Shareholders Agreement of VoiceStream Wireless Corporation, dated February 17, 1998, as amended, among Western Wireless Corporation, a Washington corporation, VoiceStream and Hutchison PCS, shall continue in full force and effect until terminated in accordance with the terms of such Shareholders Agreement.

(b) Notwithstanding anything to the contrary herein, if a Stockholder shall cease to have the right to designate any director to the Board pursuant to this Agreement, such Stockholder shall be released in full from all obligations and shall cease to have any rights under this Agreement; provided, however, that at the time that the Omnipoint Designees no longer serve on the Board and there is no further obligation to designate Omnipoint Designees under Section 3(a)(v) hereof, the following Persons shall be released in full from all obligations and shall cease to have any rights under this Agreement: Allen & Company Incorporated, Avance

Capital, Avance Capital II, Avance Capital III, Madison Dearborn Capital Partners, L.P., James N. Perry, Jr., Douglas G. Smith, Douglas and Gabriela Smith 1995 Family Trust, Richard L. Fields, James J. Ross and James J. Ross, as Trustee.

Section 4. VoiceStream Holdings and Stockholder Covenants

(a) VoiceStream hereby agrees to use all reasonable efforts to give effect to the provisions of Section 3 hereof, including, to the extent necessary, causing the size of the Board to be expanded to create a vacancy or vacancies on the Board and causing such vacancy or vacancies to be filled by designees of one or more of the parties hereto entitled to designate members of the Board in accordance with the provisions of Section 3 hereof. Further, VoiceStream shall, subject to the provisions of Section 3 hereof, duly nominate the designees set forth above, or as may otherwise be designated by a party hereto pursuant to the terms of Section 3 hereof, for election to the Board and shall include in any proxy solicitation materials related to the election of members of the Board such information and recommendations of the Board as are appropriate, in proxy solicitation materials.

(b) Each Stockholder shall vote the Shares then Beneficially Owned by such Stockholder at any regular or special meeting of the Stockholders or in any written consent executed in lieu of such a meeting of Stockholders for the election of such designees. VoiceStream and each Stockholder shall take all other actions necessary to ensure that the certificate of incorporation and by-laws of VoiceStream or any successor constituent documents as in effect immediately following the date hereof do not, at any time thereafter, conflict in any respect with the provisions of this Agreement.

Section 5. Representations and Warranties of VoiceStream. VoiceStream represents and warrants to each Stockholder as follows: (i) it has full power and authority to execute, deliver and perform its obligations under this Agreement; (ii) this Agreement and all transactions contemplated hereby have been duly and validly authorized by all necessary action on its part, this Agreement has been duly executed and delivered by it, and this Agreement constitutes its legal, valid and binding obligation enforceable against VoiceStream in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application which may affect the enforcement of creditors' rights generally and by general equitable principles; and (iii) neither the execution, delivery or performance of this Agreement by it, nor the consummation of the transactions contemplated hereby will, with or without the giving of notice or passage of time or both conflict with, result in a default or loss of rights (or give rise to any right of termination, cancellation or acceleration) under, (A) any provision of the certificate of incorporation, by-laws, partnership agreement or comparable constituent document of it, (B) any material note, bond, indenture, mortgage, deed of trust, contract, agreement, lease or other instrument or obligation to which it is a party or by which it or its properties may be bound or affected or (C) any law, order, judgment, ordinance, rule, regulation or decree to which it is a party or by which it or any of its properties are bound or affected.

Section 6. Representations and Warranties of the Stockholders.

Each Stockholder, severally, as to such Stockholder and not jointly, represents and warrants to the other parties as follows: (i) such Stockholder has full power and authority to execute, deliver and perform such Stockholder's obligations under this Agreement; (ii) this Agreement and all transactions contemplated hereby have been duly and validly authorized by all necessary action on such Stockholder's part, this Agreement has been duly executed and delivered by such Stockholder, and this Agreement constitutes such Stockholder's legal, valid and binding obligation enforceable against such Stockholder in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application which may affect the enforcement of creditors' rights generally and by general equitable principles; (iii) neither the execution, delivery or performance of this Agreement by such Stockholder, nor the consummation of the transactions contemplated hereby will, with or without the giving of notice or passage of time or both conflict with, result in a default or loss of rights (or give rise to any right of termination, cancellation or acceleration) under, (A) if such Stockholder is an entity, any provision of the certificate of incorporation, by-laws, partnership agreement or comparable constituent document of such Stockholder, (B) any material note, bond, indenture, mortgage, deed of trust, contract, agreement, lease or other instrument or obligation to which such Stockholder is a party or by which such Stockholder or such Stockholder's properties may be bound or affected or (C) any law, order, judgment, ordinance, rule, regulation or decree to which such Stockholder is a party or by which such Stockholder or any of such Stockholder's properties are bound or affected; and (iv) the Shares listed next to the name of such Stockholder on Schedule I hereto are the only voting securities of VoiceStream Beneficially Owned by such Stockholder.

Section 7. Termination. This Agreement shall terminate upon the earliest to occur of any of the following events:

(a) Upon agreement by all Stockholders then retaining the right to designate directors under this Agreement and, so long as Omnipoint Designees are to be designated or are serving pursuant to Section 3(a)(v) hereof, by the Omnipoint Designees or the Old Omnipoint Board; or

(b) The filing by VoiceStream of a petition in bankruptcy or the expiration of sixty (60) days after a petition in bankruptcy shall have been filed against VoiceStream and such petition shall not have been stayed or discharged during such sixty (60) day period; or upon the expiration of sixty (60) days after the commencement of any proceeding under any law for the relief of debtors seeking the relief or readjustment of VoiceStream's indebtedness either through reorganization, winding-up, extension or otherwise, and such proceedings involving VoiceStream as debtor shall not have been vacated or stayed within such sixty (60) day period; or upon the appointment of a receiver, custodian or trustee for all or substantially all of VoiceStream's property, or the making of VoiceStream of any general assignment for the benefit of creditors, or the admitting in writing by VoiceStream of its inability to pay its debts as they mature; or upon the voluntary or involuntary liquidation or dissolution of VoiceStream; or

(c) The Beneficial Ownership of all of the Shares by only one Stockholder (including its Permitted Affiliate Transferees).

Upon such termination, except for any rights any party may have in respect of any breach by any other party of its or his obligations hereunder, none of the parties hereto shall have any further obligation or liability hereunder.

Section 8. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their Permitted Affiliate Transferees. Each of the Stockholders hereby agrees that prior to any Transfer of any Shares to a Permitted Affiliate Transferee, such Permitted Affiliate Transferee shall execute a counterpart of this Agreement agreeing to be bound by the provisions of this Agreement. No Transfer to a Permitted Affiliate Transferee shall be effective unless such Permitted Affiliate Transferee has executed such counterpart of this Agreement. Except as set forth above with respect to Transfers to Permitted Affiliate Transferees, nothing in this Agreement shall prohibit the Transfer of Shares by any of the Stockholders.

(b) Each of the parties hereto acknowledges and agrees that, in the event of any breach of this Agreement, the non-breaching parties would be irreparably harmed and could not be made whole by monetary damages. Accordingly, each of the parties hereto agrees that the other parties, in addition to any other remedy to which they may be entitled at law or in equity, shall be entitled to compel performance of this Agreement pursuant to Section 8(m).

(c) The headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

(d) All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by same day or next day (or equivalent with respect to delivery outside the United States) courier (guaranteed delivery) or telex or facsimile (i) if to a Stockholder, at such Stockholder's address appearing on Schedule I hereto or at any other address that such Stockholder may have provided in writing to VoiceStream and the other Stockholders then party to this Agreement and (ii) if to VoiceStream, at 3650 131st Avenue SE, Bellevue, Washington 98006, U.S.A., Tel: 425-586-8014, Fax: 425-586-8080; Attention: Alan R. Bender, Esq. or such other address as VoiceStream may have furnished to the Stockholders in writing, with a copy (which shall not constitute notice) to Friedman Kaplan & Seiler LLP, 875 Third Avenue, New York, NY 10022, USA, Tel: 212-833-1107, Fax: 212-355-6401, Attention: Barry A. Adelman, Esq. If a notice hereunder is transmitted by confirmed fax so as to arrive during normal business hours during a Business Day at the place of receipt, then such notice shall be deemed to have been given on such Business Day at the place of receipt or, if so transmitted to arrive after normal business hours during a Business Day at the place of receipt, then such notice shall be deemed to have been given on the following Business Day at the place of receipt. If such notice is sent by next-day courier or equivalent, it shall be deemed to have been given on the third Business Day at the place of receipt following sending provided, that the date of sending shall be deemed to be the date at the place of receipt at the time such notice is posted.

(e) The provisions of this Agreement shall apply, to the full extent set forth herein with respect to the Shares now or hereinafter owned by each Stockholder (and its Permitted Affiliate Transferees), to any and all securities of VoiceStream or any successor or assign of VoiceStream (whether by merger, consolidation or otherwise) that may be issued in respect of, in exchange for, or in substitution of such Shares, and shall be appropriately adjusted for any stock dividends, stock splits, reverse splits, combinations, recapitalizations and similar events occurring after the date hereof.

(f) Copies of this Agreement will be available for inspection or copying by any interested Person at the offices of VoiceStream through the Secretary of VoiceStream. VoiceStream will otherwise take all actions as may be necessary or appropriate to comply with any applicable law relating to the validity and enforceability of shareholders agreements containing the provisions of this Agreement.

(g) Except as expressly provided otherwise herein, neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by VoiceStream and each of the Stockholders. The failure of any party hereto to give notice of the breach or non-fulfillment of any term or condition of this Agreement shall not constitute a waiver thereof, nor shall the waiver of any breach or non-fulfillment of any term or condition of this Agreement constitute a waiver of any other breach or non-fulfillment of that term or condition or any other term or condition of this Agreement.

(h) This Agreement may be amended or modified at any time by a writing setting forth such amendment or modification, signed by VoiceStream and by Stockholders (or their Permitted Affiliate Transferees) owning in the aggregate at least 90% of the Shares owned by the Stockholders (and their Permitted Affiliate Transferees); provided, however, that, unless such amendment is signed by VoiceStream and by each Stockholder (or its Permitted Affiliate Transferees) adversely affected by such amendment, no such amendment or modification shall eliminate any right of any Stockholder (or its Permitted Affiliate Transferees) or, in the case of the Omnipoint Designees, the Old Omnipoint Board, to designate the member or members of the Board it is entitled to designate in accordance with Section 3 hereof (it being understood and agreed that this clause shall not prohibit the enlargement of the Board):

(i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be considered one and the same agreement.

(j) The obligations of each of the Stockholders under this Agreement shall be several with respect to each such Stockholder.

(k) This Agreement constitutes the entire understanding of the parties hereto with respect to this subject matter hereof and supersedes all prior understandings among such parties with respect to such subject matter.

(l) The validity of this Agreement, its construction, interpretation and enforcement, and the rights of the parties hereunder, shall be determined under, governed by and

construed in accordance with the internal laws of the State of New York applicable to contracts formed and performed entirely in such state. Each party hereto agrees that, subject to Section 8(m) hereof, any suit, action or other proceeding arising out of this Agreement shall be brought and litigated in the courts of the State of Washington or the United States District Court for the Western District of Washington and each party hereto hereby irrevocably consents to personal jurisdiction and venue in any such court and hereby waives any claim it may have that such court is an inconvenient forum for the purposes of any such suit, action or other proceeding.

(m) Any and all disputes, controversies or claims (each a "Dispute") between the Stockholders relating to the interpretation or enforcement or performance of this Agreement shall be resolved by binding arbitration by the American Arbitration Association in accordance with its rules, subject to the following provisions:

(i) There shall be three arbitrators (the "Arbitrators") which shall be appointed in accordance with the procedure of the American Arbitration Association.

(ii) The expenses of the arbitration shall be borne equally by the Stockholders involved in the arbitration, and each party shall bear its own legal fees and expenses; provided, however, that the Arbitrators shall have discretion to require that one party pay all or a portion of the expenses of arbitration or the other party's legal fees and expenses in connection with any particular arbitration.

(iii) The Arbitrators shall determine whether and to what extent any party shall be entitled to damages or equitable relief. No party shall be entitled to punitive damages or consequential damages or shall be required to post a bond in connection with equitable relief.

(iv) The Arbitrators shall not have the power to add to nor modify any of the terms or conditions of this Agreement. The Arbitrators' decision shall not go beyond what is necessary for the interpretation and application of the provisions of this Agreement in respect of the issue before the Arbitrators. The Arbitrators' decision and award or permitted remedy, if any, shall be based upon the issue as drafted and submitted by the respective parties and the relevant and competent evidence adduced at the hearing(s).

(v) The Arbitrators shall have the authority to award any remedy or relief provided for in this Agreement, in addition to any other remedy or relief (including provisional remedies and relief) that a court of competent jurisdiction could order or grant (but subject to the remedial limitations, elsewhere set forth in this Agreement, including, but without limitation, the aforesaid prohibition against punitive and consequential damages). The Arbitrators written decision shall be rendered within sixty (60) days of the hearing. The decision reached by the Arbitrators shall be final and binding upon the parties as to the matter in dispute. To the extent that the relief or remedy granted by the Arbitration is relief or remedy on which a court could enter judgment, a judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof (unless in the case of an award of damages, the full amount of the award is paid within ten (10) days of its determination by the Arbitrators). Otherwise, the award shall be binding on the parties in connection with their continuing performance of this Agreement and in any subsequent arbitral or judicial proceeding between the parties.

(vi) The arbitration shall take place in Seattle, Washington, unless otherwise agreed by the parties, and shall be conducted in the English language.

(vii) The arbitration proceeding and all filing, testimony, documents and information relating to or presented during the arbitration proceeding shall be disclosed exclusively for the purpose of facilitating the arbitration process and for no other purpose

(viii) The parties shall continue performing their respective obligations under this Agreement notwithstanding the existence of a Dispute while the Dispute is being resolved unless and until such obligations are terminated, expire or are suspended in accordance with the provisions hereof.

(ix) The Arbitrators may, in their sole discretion, order a pre-hearing exchange of information including production of documents, exchange of summaries of testimony or exchange of statements of position, and shall schedule promptly all discovery and other procedural steps and otherwise assume case management initiative and control to effect an efficient and expeditious resolution of the Dispute. At any oral hearing of evidence in connection with an arbitration proceeding, each party and its counsel shall have the right to examine its witnesses and to cross-examine the witnesses of the other party. No testimony of any witness shall be presented in written form unless the opposing party or parties shall have the opportunity to cross-examine such witness, except as the parties otherwise agree in writing.

(x) Notwithstanding the dispute resolution procedures contained in this Section 8(m), either party may apply to any court having jurisdiction (a) to enforce this Agreement to arbitrate, (b) to seek provisional injunctive relief so as to maintain the status quo until the arbitration award is rendered or the Dispute is otherwise resolved, or (c) to challenge or vacate any final judgment, award or decision of the Arbitrators that does not comport with the express provisions of this Section 8(m).

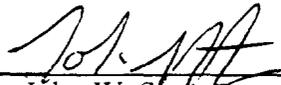
(n) The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

(o) The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies except as otherwise expressly provided in this Agreement. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

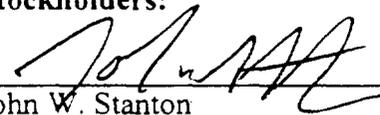
(p) The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

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

VOICESTREAM WIRELESS
CORPORATION

By: 
Name: John W. Stanton
Title: Chairman and Chief Executive Officer

Stockholders:


John W. Stanton

Theresa E. Gillespie

PN Cellular, Inc.

By: _____
Name: Theresa E. Gillespie
Title: Treasurer

Stanton Family Trust

By: _____
Name: Theresa E. Gillespie, Trustee

FROM WACHTELL LIPTON ROSEN & KATZ

(SUN) 7:23 00 18:34/ST. 18:33/NO. 4861319695 P 2

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

VOICESTREAM WIRELESS CORPORATION

By: _____
Name: John W. Stanton
Title: Chairman and Chief Executive Officer

Stockholders:

John W. Stanton

[Signature]
Theresa E. Gillespie

PN Cellular, Inc.

By: _____
[Signature]
Name: Theresa F. Gillespie
Title: Treasurer

Stanton Family Trust

By: _____
[Signature]
Name: Theresa E. Gillespie, Trustee

Received: 7/23/00 3:36PM;

212-403-2000 -> JOHN & TERRY; Page 3

FROM WACHTELL LIFTON ROSEN & KATZ

SUN) 7. 23. 00 18:34/ST. 18:33/NO. 4861319595 P. 3

Stanton Communications Corporation

By: 

Name: Theresa E. Gillespie
Title: Treasurer

GS Capital Partners, L.P.

By: GS Advisors, L.L.C., General
Partner

By: _____

Name: John E. Bowman
Title: Vice President

The Goldman Sachs Group, Inc.

By: _____

Name: Terence M. O'Toole
Title: Attorney-in-Fact

Bridge Street Fund 1992, L.P.

By: Stone Street 1992, L.L.C., Managing
General Partner

By: _____

Name: John E. Bowman
Title: Vice President