

AGREEMENT AND PLAN OF MERGER

Dated as of July 23, 2000,

As Amended and Restated as of February 8, 2001

Among

DEUTSCHE TELEKOM AG,

VOICESTREAM WIRELESS CORPORATION

And

BEGA, INC.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	
THE MERGER	
Section 1.01.	Appointment of Escrow Agent and Formation of Merger Sub A-1
Section 1.02.	The Merger A-2
Section 1.03.	The Closing A-2
Section 1.04.	The Merger Exchange A-2
Section 1.05.	Conversion and Exchange of Shares A-3
Section 1.06.	Surrender and Payment A-8
Section 1.07.	Permitted Stock Dividend A-9
Section 1.08.	Treatment of Voicestream Stock Plans A-10
Section 1.09.	Fractional DT Depository Shares and Fractional DT Ordinary Shares A-11
Section 1.10.	The Surviving Corporation A-11
Section 1.11.	Lost, Stolen or Destroyed Certificates A-11
Section 1.12.	Dissenting Shares A-12
ARTICLE 2	
REPRESENTATIONS AND WARRANTIES OF VOICESTREAM	
Section 2.01.	Organization and Qualification; Subsidiaries A-12
Section 2.02.	Certificate of Incorporation and Bylaws A-13
Section 2.03.	Capitalization A-13
Section 2.04.	Authority Relative to this Agreement, the Stockholders Agreement and the DT Financing Agreements A-14
Section 2.05.	No Conflict; Required Filings and Consents A-15
Section 2.06.	SEC Filings; Financial Statements A-15
Section 2.07.	Absence of Certain Changes or Events A-16
Section 2.08.	Litigation A-16
Section 2.09.	No Violation of Law; Permits A-16
Section 2.10.	Information Provided by Voicestream A-16
Section 2.11.	Employee Matters; ERISA A-17
Section 2.12.	Labor Matters A-19
Section 2.13.	Environmental Matters A-19
Section 2.14.	Board Action; Vote Required; Applicability of Section 203 A-20
Section 2.15.	Opinion of Financial Advisor A-20
Section 2.16.	Brokers A-20
Section 2.17.	Tax Matters A-20
Section 2.18.	Intellectual Property A-21
Section 2.19.	Ownership of Securities A-21
Section 2.20.	Certain Contracts A-21
Section 2.21.	Licenses A-22
ARTICLE 3	
REPRESENTATIONS AND WARRANTIES OF DT	
Section 3.01.	Organization and Qualification; Subsidiaries A-22
Section 3.02.	Certificate of Incorporation and Bylaws A-22
Section 3.03.	Capitalization A-23
Section 3.04.	Authority Relative to this Agreement A-23

TABLE OF CONTENTS
(continued)

		<u>Page</u>
Section 3.05.	No Conflict; Required Filings and Consents	A-24
Section 3.06.	SEC Filings; Financial Statements	A-24
Section 3.07.	Absence of Certain Changes or Events.....	A-25
Section 3.08.	Litigation	A-25
Section 3.09.	No Violation of Law	A-25
Section 3.10.	Information Provided by DT	A-25
Section 3.11.	Environmental Matters	A-26
Section 3.12.	Board Action; Vote Required.....	A-26
Section 3.13.	Brokers	A-26
Section 3.14.	Tax Matters	A-26
Section 3.15.	Ownership of Securities	A-27
Section 3.16.	Certain Contracts	A-27
Section 3.17.	Licenses	A-27
 ARTICLE 4 		
CONDUCT OF BUSINESS PENDING THE MERGER		
Section 4.01.	Conduct of Business in the Ordinary Course	A-28
Section 4.02.	Conduct of Business by DT	A-31
Section 4.03.	No Solicitation.....	A-31
Section 4.04.	Subsequent Financial Statements	A-32
Section 4.05.	Control of Operations	A-32
 ARTICLE 5 		
ADDITIONAL AGREEMENTS		
Section 5.01.	Voicestream Proxy Statement; the Registration Statement and the German Listing Prospectus	A-32
Section 5.02.	Voicestream Stockholders' Meeting and Consummation of the Merger	A-33
Section 5.03.	Cook Inlet	A-34
Section 5.04.	Notification of Certain Matters	A-34
Section 5.05.	Access to Information	A-35
Section 5.06.	Public Announcements	A-35
Section 5.07.	Cooperation	A-35
Section 5.08.	Indemnification, Directors' and Officers' Insurance.....	A-36
Section 5.09.	Stock Exchange Listings/Establishment of DT Depositary Shares	A-37
Section 5.10.	No Shelf Registration	A-37
Section 5.11.	Affiliates	A-37
Section 5.12.	Blue Sky	A-37
Section 5.13.	Tax-Free Merger	A-37
Section 5.14.	Interim Dividend Policy	A-38
Section 5.15.	Permitted Acquisitions	A-38
Section 5.16.	Reasonable Best Efforts	A-39
Section 5.17.	Certain Matters	A-39
Section 5.18.	Takeover Laws	A-39
Section 5.19.	Employee Benefits	A-39
Section 5.20.	Certain Employment Matters.....	A-40

TABLE OF CONTENTS
(continued)

		<u>Page</u>
ARTICLE 6		
CLOSING CONDITIONS		
Section 6.01.	Conditions to Each Party's Obligation to Effect the Merger	A-40
Section 6.02.	Conditions to the Obligations of Voicestream	A-41
Section 6.03.	Conditions to the Obligations of DT	A-41
Section 6.04.	Pre-Closing Bringdown	A-42
ARTICLE 7		
TERMINATION, AMENDMENT AND WAIVER		
Section 7.01.	Termination	A-42
Section 7.02.	Effect of Termination	A-43
Section 7.03.	Amendment	A-44
Section 7.04.	Waiver	A-44
ARTICLE 8		
DEFINITIONS		
Section 8.01.	Certain Definitions	A-44
Section 8.02.	Date of this Agreement; No Waiver	A-46
ARTICLE 9		
GENERAL PROVISIONS		
Section 9.01.	Non-Survival of Representations, Warranties and Agreements	A-47
Section 9.02.	Notices	A-47
Section 9.03.	Expenses	A-48
Section 9.04.	Headings	A-48
Section 9.05.	Severability	A-48
Section 9.06.	Entire Agreement; No Third-Party Beneficiaries	A-48
Section 9.07.	Assignment	A-48
Section 9.08.	Governing Law	A-49
Section 9.09.	Submission to Jurisdiction; Waivers	A-49
Section 9.10.	Waiver of Immunity	A-49
Section 9.11.	Counterparts	A-49

INDEX OF DEFINED TERMS

2			
2½% Convertible Preferred Shares	A-9	Dissenting Stockholders Trust	A-16
7		DT	A-1
7% Convertible Preferred Shares	A-9	DT ADRs	A-8
7% Convertible Preferred Shares Trust	A-9	DT Daily Price	A-7
A		DT Depository Shares	A-8
Acquisitions	A-49	DT Equity Rights	A-30
Adjusted Aggregate Cash Amount	A-6	DT Financial Statements	A-32
Adjustment Factor	A-6	DT Financing Agreements	A-59
Affiliate	A-58	DT Licenses	A-36
Aggregate Cash Amount	A-4	DT Ordinary Shares	A-4
Agreement	A-58	DT Preferred Shares	A-10
Alternative Transaction	A-41	DT Required Approvals	A-32
Auction	A-50	DT SEC Reports	A-32
Available Cash Amount	A-5	DT Share Price	A-7
B		DT Subsidiary	A-60
Base Amount	A-6	DT Termination Date	A-55
Bid Schedule	A-50	E	
Bringdown Date	A-55	Effective Time	A-2
Burdensome Conditions	A-53	Election	A-7
Business Day	A-58	Election Deadline	A-8
C		Election Difference	A-6
Cash Adjustment	A-6	Environmental Law	A-26
Cash Consideration	A-4	ERISA	A-22
Cash Election	A-5	Escrow Agency Agreement	A-2
Cash Election Amount	A-5	Escrow Agent	A-2
Cash Election Base Amount	A-6	Excess ADSs	A-14
Cash Election Difference	A-6	Excess Shares	A-14
Cash Fraction	A-5	Exchange Act	A-59
Certificate	A-4	Excluded Voicestream Share	A-4
Certificate of Merger	A-2	Exon-Florio	A-59
Closing	A-3	F	
Closing Date	A-3	FCC	A-20
Code	A-58	Form Election	A-4
Commercial Register	A-3	Form F-4	A-42
Common Shares Trust	A-14	Fractional Interest	A-14
Confidentiality Agreement	A-41	FSE	A-7
Control	A-58	G	
controlled by	A-58	GAAP	A-59
Cook Inlet Exchange Rights	A-10	German Act	A-3
Cook Inlet Joint Ventures	A-58	German Listing Prospectus	A-59
Cook Inlet Partners	A-58	Governmental or Regulatory Authority	A-59
D		H	
D&O Insurance	A-47	Hazardous Substances	A-26
Delaware Law	A-58	HSR Act	A-59
Deposit Agreement	A-8	I	
Depository	A-8	Intellectual Property	A-28
Determination Date	A-6	Investment Interest	A-59
Dissenting Shares	A-15	IRS	A-23

	J			
Jones Day		A-54	Stock Election Difference	A-6
	K		Stock Election Exchange Ratio	A-4
Knowledge		A-59	Stockholders Agreements	A-1
	L		Subsequent Determination	A-44
Legal Requirements		A-21	Subsidiary	A-60
Letter of Transmittal		A-11	Superior Proposal	A-44
	M		Surviving Corporation	A-2
Material Adverse Effect		A-59	Surviving Corporation Common Stock	A-8
Merger		A-2	T	
Merger Consideration		A-4	Takeover Laws	A-26
Merger Consideration Recipients		A-3	Tax	A-60
Merger Sub Common Stock		A-2	Tax Returns	A-60
Mixed Consideration		A-4	Tax Sharing Agreement	A-60
Mixed Election		A-4	Taxes	A-60
Mixed Election Base Amount		A-6	Telecom Act	A-61
Mixed Election Difference		A-6	Termination Fee	A-57
	N		Third Party	A-41
New Plans		A-51	T-Mobile	A-61
No Election Shares		A-7	U	
NYSE		A-14	under common control with	A-58
	O		V	
Old Plans		A-51	Voicestream	A-1
Ordinary Share Election		A-8	Voicestream Acquisition Agreement	A-44
Other Joint Ventures		A-60	Voicestream Benefit Plans	A-22
	P		Voicestream Common Shares	A-4
Parties		A-1	Voicestream Contracts	A-28
Party		A-1	Voicestream Employees	A-51
Party Representatives		A-46	Voicestream Equity Rights	A-17
Per Share Cash Amount		A-4	Voicestream Financial Statements	A-20
Permits		A-21	Voicestream Intellectual Property	A-27
Permitted Swaps		A-60	Voicestream Option	A-13
Person		A-60	Voicestream Option Amount	A-13
Proposed Acquisition		A-50	Voicestream Option Plans	A-13
Proposed Acquisition Notice		A-50	Voicestream Plans	A-17
Proposed Bid Increase		A-50	Voicestream Proxy Statement	A-43
	R		Voicestream Required Approvals	A-20
Record Date		A-19	Voicestream Restricted Shares	A-13
Redemption		A-9	Voicestream Rollover Option	A-13
Registration Statement		A-60	Voicestream Rollover Restricted Share	A-13
Required Regulatory Approvals		A-32	Voicestream SEC Reports	A-20
Restricted Share Amount		A-13	Voicestream Stockholder Approval	A-19
	S		Voicestream Stockholders' Meeting	A-44
Section 2.21 Licenses		A-28	Voicestream Subsidiary	A-60
Securities Act		A-60	Voicestream Termination Date	A-55
significant subsidiary		A-60	W	
Significant Subsidiary		A-60	Wachtell Lipton	A-54
Stock Consideration		A-4	Warrants	A-10
Stock Election Base Amount		A-6	Warrants Trust	A-10

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of July 23, 2000, as amended and restated as of February 8, 2001, among Deutsche Telekom AG, an AKTIENGESELLSCHAFT organized and existing under the laws of the Federal Republic of Germany ("DT"), Voicestream Wireless Corporation, a Delaware corporation ("Voicestream"), and Bega, Inc., a Delaware corporation formed by DT ("Merger Sub") (each a "Party" and, together, the "Parties").

WITNESSETH:

WHEREAS, the Management Board (VORSTAND) and the Supervisory Board (AUFSICHTSRAT) of DT and the Board of Directors of Voicestream have determined that it is advisable and in the best interests of their respective companies and stockholders to consummate the strategic combination transaction provided for in this Agreement, the stock subscription contemplated by the DT Financing Agreements (as defined below) and the other transactions contemplated hereby in accordance with the laws of their respective jurisdictions of organization and have authorized the execution and delivery of this Agreement;

WHEREAS, the Board of Directors of Merger Sub has determined that it is advisable and in the best interests of Merger Sub and its stockholder to consummate the strategic combination transaction provided for in this Agreement and has authorized the execution and delivery of this Agreement, and DT, as Merger Sub's current sole stockholder, has approved and adopted this Agreement;

WHEREAS, simultaneously with the execution and delivery of this Agreement, as part of a single overall transaction, and to induce DT to enter into this Agreement, certain stockholders of Voicestream are each entering into a Stockholders Agreement (collectively, the "Stockholders Agreements") with DT dated the date hereof with respect to this Agreement and the Merger (as defined below);

WHEREAS, simultaneously with the execution and delivery of this Agreement, as part of a single overall transaction, and to induce Voicestream to enter into this Agreement, DT is entering into the DT Financing Agreements as defined below with Voicestream in the form attached hereto as Exhibit C;

WHEREAS, for United States federal income tax purposes the parties intend that the Merger will qualify (i) as a reorganization within the meaning of Section 368(a) of the Code (as defined below) and (ii) for an exception to the general rule of Section 367(a)(1) of the Code; and

WHEREAS, DT and Voicestream desire to make certain representations, warranties, covenants and agreements in connection with the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, DT, Voicestream and Merger Sub hereby agree as follows:

ARTICLE 1

THE MERGER

SECTION 1.01. *Appointment of Escrow Agent and Formation of Merger Sub.* (a) Merger Sub is a corporation incorporated pursuant to Delaware Law and is a constituent company in the Merger. Except as provided in or contemplated by the last sentence of Section 1.01(b), DT owns 100 percent of the outstanding capital stock of Merger Sub.

(b) As promptly as possible following the date hereof, DT shall appoint a United States bank or trust company or other independent financial institution in the United States reasonably satisfactory to Voicestream to act, inter alia, as escrow agent and exchange agent for the Merger and the delivery of the Merger Consideration (as defined below) to former stockholders of Voicestream and the other Merger Consideration Recipients (as defined below) (the "Escrow Agent"). DT and Voicestream shall enter into

an Escrow Agency Agreement with the Escrow Agent based on the form attached hereto as Exhibit F but with such changes as Voicestream and DT may agree (the "**Escrow Agency Agreement**"), which agreement shall set forth the duties, responsibilities and obligations of the Escrow Agent consistent with the terms of this Agreement. Solely to accommodate the transactions described in this Article I and subject to the terms and conditions of the Escrow Agency Agreement, one day prior to the Effective Time DT shall cause the Escrow Agent to be registered, as DT's fiduciary (for the period prior to the Effective Time) as the record holder of all of the issued and outstanding shares of common stock, par value \$.000001 per share, of Merger Sub (the "**Merger Sub Common Stock**").

SECTION 1.02. *The Merger.* (a) Upon the terms and subject to the conditions of this Agreement and in accordance with Delaware Law, on the Closing Date (as defined below), Voicestream will cause a certificate of merger (the "**Certificate of Merger**") to be executed and filed with the Secretary of State of the State of Delaware and make all other filings or recordings required by applicable law in connection with the Merger. The Merger shall become effective at such time as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware or at such later time as is specified in the Certificate of Merger in accordance with Delaware Law (the "**Effective Time**").

(b) Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Merger Sub shall be merged with and into Voicestream in accordance with Delaware Law (the "**Merger**"), whereupon the separate existence of Merger Sub shall cease, and Voicestream shall be the surviving corporation in the Merger (the "**Surviving Corporation**") and shall continue to be governed by the laws of the State of Delaware, and the separate corporate existence of Voicestream, with all its rights, privileges, immunities, powers and franchises, shall continue unaffected by the Merger except as set forth in this Article I. The Merger shall have the effects specified in Delaware Law.

SECTION 1.03. *The Closing.* On the later of (i) the fifth Business Day (or such other date as Voicestream and DT may agree) after the last to be fulfilled or waived of the conditions set forth in Article VI hereof (other than the conditions contained in Sections 6.02(c), 6.02(d) and 6.03(c) so long as it is reasonably apparent that such conditions and the condition contained in Section 6.01(b) will be able to be satisfied at the Closing) shall be fulfilled or waived in accordance with this Agreement, and (ii) May 31, 2001, subject to the first sentence of Section 1.05(g)(i)(2), the closing of the Merger (the "**Closing**") shall be held (but only if all of the conditions set forth in Article VI shall have been satisfied or waived prior to the Effective Time) at such time as DT and Voicestream shall agree (the "**Closing Date**") at the offices of Cleary, Gottlieb, Steen & Hamilton, New York, New York or at such other place or places as DT and Voicestream may agree.

SECTION 1.04. *The Merger Exchange.* (a) Upon the terms and subject to the conditions of this Agreement and the Escrow Agency Agreement, as soon as possible after the Effective Time, (x) on the Closing Date, the Escrow Agent shall contribute, for the account of the former stockholders of Voicestream, all of the issued and outstanding shares of the Surviving Corporation Common Stock (as defined below) to DT as a transfer in kind, and (y) DT shall deliver the Merger Consideration to the Escrow Agent for the account of (i) the former stockholders of Voicestream, (ii) the Dissenting Stockholders Trustee (as defined in Annex 1.12(a) below), (iii) the Options Trustee (as defined in Annex 1.08(a) below), (iv) the 7% Convertible Preferred Shares Trustee (as defined in Annex 1.05(n)(2) below), (v) the Cook Inlet Partners Trustee (as defined in Annex 1.05(p) below), (vi) the Restricted Shares Trustee (as defined in Annex 1.08(b) below) and (vii) the Warrants Trustee (as defined in Annex 1.05(o)) (collectively, the "**Merger Consideration Recipients**"). DT and the Escrow Agent shall effect the foregoing in accordance with Sections 183 et seq. and 203 et seq. of the German Stock Corporation Act (AKTIENGESETZ) (the "**German Act**") by registering the increase of the DT stated share capital with the commercial register (HANDELSREGISTER) for DT (the "**Commercial Register**") as soon as possible after the Effective Time. In the event that, in connection with the performance of DT's obligations in this Section 1.04(a), on or prior to the Closing Date the Management Board of DT passes a resolution to increase the issued capital of DT in accordance with Article 5(2) of the Articles of Association of DT by such number of shares as is equal to the number of shares to be delivered as part of the Merger Consideration, and the Supervisory Board shall have consented thereto,

then (i) the Escrow Agent shall promptly subscribe for such new DT Ordinary Shares to be issued as part of the Merger Consideration and shall promptly on the Closing Date make the contribution to DT referred to in the first sentence of this Section 1.04(a) and (ii) the Management Board and the chairman of the Supervisory Board shall as soon as possible thereafter file the application for registration of the implementation of the capital increase with the Commercial Register, with the effect that on registration of the capital increase in the Commercial Register, such new DT Ordinary Shares shall by operation of law be held solely by the Escrow Agent, for delivery to and for the benefit of the Merger Consideration Recipients. Prior to, and or immediately after or at the Effective Time, DT shall deposit, or cause to be deposited, with the Escrow Agent for the benefit of holders of Voicestream Common Shares in accordance with this Article I, the Aggregate Cash Amount, or, if applicable, the Adjusted Aggregate Cash Amount. At the Effective Time, the obligations of DT and the Escrow Agent under this Section 1.04(a) shall be unconditional.

(b) Each share certificate (a “**Certificate**”) formerly representing any Voicestream Common Shares (other than Excluded Voicestream Shares (as defined below) and Dissenting Shares (as defined below)) shall thereafter represent only the right to receive the Merger Consideration and the right, if any, to receive pursuant to Section 1.09 cash in lieu of fractional DT Depository Shares or fractional DT Ordinary Shares, as applicable, and any dividend or distribution pursuant to Section 1.06(f), in each case, without interest. The DT Ordinary Shares and the DT Depository Shares issued as provided in Section 1.05 shall be of the same class and shall have the same rights as the currently outstanding DT Ordinary Shares and the currently outstanding DT Depository Shares, respectively.

SECTION 1.05. Conversion and Exchange of Shares. At the Effective Time:

(a) Each share of common stock, par value \$0.001 per share, of Voicestream (“**Voicestream Common Shares**”) owned by DT or Voicestream immediately prior to the Effective Time (each, an “**Excluded Voicestream Share**”) shall, by virtue of the Merger, and without any action on the part of the holder thereof, no longer be outstanding, be canceled and retired without payment of any consideration therefor and shall cease to exist.

(b) Subject to the further provisions of this Section 1.05, each Voicestream Common Share, other than Excluded Voicestream Shares and Dissenting Shares, issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive: (i) for each Voicestream Common Share in respect of which an effective Election shall have been made, one of the following: (A) a combination of \$30 in cash (the “**Per Share Cash Amount**”) and 3.2 validly issued, fully paid and nonassessable ordinary shares of DT (“**DT Ordinary Shares**”), subject to adjustment as provided in Section 1.05(g) (the “**Mixed Consideration**”), (B) \$200.00 in cash (the “**Cash Consideration**”), subject to proration and/or adjustment as provided in Sections 1.05(e) and (g) or (C) 3.7647 DT Ordinary Shares (the “**Exchange Ratio**”), subject to proration and/or adjustment as provided in Sections 1.05(f) and (g) (the “**Stock Consideration**”) and (ii) for each Voicestream Common Share in respect of which no effective Election has been made for any reason, the Mixed Consideration. The consideration payable pursuant to this paragraph (b) is referred to herein collectively as the “**Merger Consideration**”.

(c) For purposes of this Section 1.05, “**Aggregate Cash Amount**” shall equal the product of (1) the Per Share Cash Amount and (2) the total number of Voicestream Common Shares outstanding immediately prior to the Effective Time.

(d) *Mixed Election.* Each record holder of Voicestream Common Shares immediately prior to the Election Deadline who validly makes or is deemed to have made below a mixed election (a “**Mixed Election**”) shall be entitled to receive the Mixed Consideration for each of such holder’s Voicestream Common Shares as to which such Mixed Election is made. Mixed Elections shall be made on a form, mutually acceptable to DT and Voicestream, designed for the purpose of making Elections (a “**Form Election**”) accompanied by Certificates for the Voicestream Common Shares to which such Form of Election relates as provided in Section 1.05(h) below.

(e) *Cash Election.* Each record holder of Voicestream Common Shares immediately prior to the Election Deadline who validly makes a cash election (a “**Cash Election**”) shall be entitled to receive cash or a combination of cash and DT Ordinary Shares, solely as provided in clause (i) or (ii) below:

(i) If (A) the product of the number of Voicestream Common Shares as to which a valid Cash Election is made and the Cash Consideration (such product being the “**Cash Election Amount**”) exceeds (B) the Aggregate Cash Amount minus the product of the Per Share Cash Amount and the number of Voicestream Common Shares as to which a valid Mixed Election (including No Election Shares) has been made (the amount determined pursuant to this clause (B) being the “**Available Cash Election Amount**”), then each Voicestream Common Share as to which a valid Cash Election is made shall be converted into the right to receive (x) an amount of cash (without interest) equal to the Cash Consideration multiplied by a fraction, the numerator of which shall be the Available Cash Election Amount and the denominator of which shall be the Cash Election Amount (such fraction being the “**Cash Fraction**”) and (y) a number of DT Ordinary Shares equal to the product of (p) the Exchange Ratio and (q) a fraction equal to one minus the Cash Fraction.

(ii) If the Available Cash Amount equals or exceeds the Cash Election Amount, each Voicestream Common Share as to which a valid Cash Election is made shall be converted into the right to receive the Cash Consideration in cash (without interest).

Cash Elections shall be made on the Form of Election, accompanied by Certificates for the Voicestream Common Shares to which such Form of Cash Election relates as provided in Section 1.05(h) below.

(f) *Stock Election.* Each record holder of Voicestream Common Shares immediately prior to the Election Deadline who validly makes a stock election (a “**Stock Election**”) shall be entitled to receive DT Ordinary Shares or a combination of cash and DT Ordinary Shares, solely as provided in clause (i) or (ii) below:

(i) If the Available Cash Election Amount exceeds the Cash Election Amount, then each Voicestream Common Share as to which a valid Stock Election is made shall be converted into the right to receive (A) an amount of cash (without interest) equal to the amount of such excess divided by the number of Voicestream Common Shares as to which a valid Stock Election is made and (B) a number of DT Ordinary Shares equal to the product of (x) the Exchange Ratio and (y) a fraction, the numerator of which shall be \$200 minus the amount calculated in clause (A) of this paragraph and the denominator of which shall be \$200.

(ii) If the Cash Election Amount equals or exceeds the Available Cash Election Amount, each Voicestream Common Share as to which a valid Stock Election is made shall be converted into the right to receive the number of DT Ordinary Shares equal to the Exchange Ratio.

(g) *Further Adjustments.* (i)(1) If necessary to permit the delivery of the tax opinion referred to in Section 6.02(d), in addition to the adjustments set forth above, Voicestream shall, after consultation with DT, prior to the delivery of the tax opinion referred to in Section 6.02(d), reduce (a “**Cash Adjustment**”) the Aggregate Cash Amount to such amount (the “**Adjusted Aggregate Cash Amount**”) as Voicestream reasonably determines is necessary to permit the delivery of the tax opinion referred to in Section 6.02(d) and, if Voicestream makes a Cash Adjustment, DT shall substitute in lieu of such cash DT Common Shares as set forth in this Section 1.05(g). On the date that is the fifth Business Day (the “**Determination Date**”) prior to the expected Closing Date first scheduled in accordance with Section 1.03, Voicestream shall reasonably determine, in consultation with DT, based on information available as of such date, whether a Cash Adjustment should be made, and if so, shall estimate the Adjusted Aggregate Cash Amount. Such estimated Adjusted Aggregate Cash Amount may, in Voicestream’s reasonable discretion, after consultation with DT, be conservatively estimated so as to facilitate the delivery of the tax opinion referred to in Section 6.02(d) on the previously scheduled Closing Date based on such estimated Adjusted Aggregate Cash Amount.

(2) If a Cash Adjustment is made after the Determination Date, the Effective Time and the Closing Date shall be postponed by the minimum number of days, if any (but not to exceed five (5) Business

Days with respect to any single postponement), that Voicestream reasonably determines, in consultation with DT, is necessary for such adjustments to be properly made, and the Adjusted Aggregate Cash Amount may, in Voicestream's reasonable discretion, after consultation with DT, be conservatively estimated so as to facilitate the delivery of the tax opinion referred to in Section 6.02(d) on the postponed Closing Date based on such Adjusted Aggregate Cash Amount. The Adjusted Aggregate Cash Amount divided by the Aggregate Cash Amount shall be referred to herein as the "Adjustment Factor".

(ii) In the event the Aggregate Cash Amount is adjusted pursuant to the first sentence of Section 1.05(g)(i), then the amount of cash that would otherwise be payable in respect of a Voicestream Common Share subject to a Cash Election, a Stock Election or a Mixed Election (respectively, a "Cash Election Base Amount", "Stock Election Base Amount" or "Mixed Election Base Amount", and each, a "Base Amount"), shall be reduced by the difference (respectively, the "Cash Election Difference", the "Stock Election Difference" and the "Mixed Election Difference", and each, an "Election Difference") between such Base Amount and the product of such Base Amount and the Adjustment Factor. In substitution for the reduction of the cash portion of the Merger Consideration resulting from the Election Difference,

(1) each share with respect to which a Cash Election shall have been made shall also receive a number of DT Ordinary Shares equal to the Cash Election Difference divided by the DT Share Price;

(2) each share with respect to which a Stock Election shall have been made shall also receive a number of DT Ordinary Shares equal to the Stock Election Difference divided by the DT Share Price;

(3) each share with respect to which a Mixed Election shall have been made shall also receive a number of DT Ordinary Shares equal to the Mixed Election Difference divided by the DT Share Price.

(iii) The term "DT Share Price" means the average (rounded to the nearest 1/10,000) of the DT Daily Prices for the seven (7) Frankfurt Stock Exchange ("FSE") trading days randomly selected by lot by DT and Voicestream together from the fifteen consecutive FSE trading days ending on the day prior to the day on which the relevant Cash Adjustment is made, and the term "DT Daily Price" for any trading day means the volume weighted average (rounded to the nearest 1/10,000) of the per share trading prices of DT Ordinary Shares on the FSE (in Euros, as reported by the Frankfurt Stock Exchange Xetra trading system (or such other source as Voicestream and DT shall agree in writing) on such FSE trading day, converted into U.S. Dollars at a fixed exchange rate of one Euro to 0.9216 of a U.S. Dollar; *provided*, that if, prior to such conversion, the DT Share Price would be less than 33 Euros, then the DT Share Price shall be deemed to be 33 Euros.

(h) *Form of Election.* To be effective, an Election Form must be properly completed and signed, and must be received by the Escrow Agent, accompanied by the Certificates as to which the election is being made in compliance with the requirements for surrender of Voicestream Common Shares contained in Section 1.06(a) below by the Election Deadline. DT shall have the discretion, which it may delegate in whole or in part to the Escrow Agent, to determine whether Election Forms have been properly completed, signed, submitted and revoked and to disregard immaterial defects in Election Forms. The decision of DT (or the Escrow Agent) in such matters shall be conclusive and binding. DT and the Escrow Agent shall make reasonable efforts to notify any Person of any defect in an Election Form submitted to the Escrow Agent. The Escrow Agent shall also make all computations contemplated by this Section 1.05(h), and, absent manifest error, all such computations shall be conclusive and binding on the holders of Voicestream Common Shares. If DT or the Escrow Agent shall determine that any purported Cash Election, Stock Election or Mixed Election (any of such elections, an "Election") was not properly made, the Voicestream Common Shares subject to such improperly made Election shall be treated as No Election Shares. Each Voicestream Common Share as to which neither a valid Mixed Election, a valid Cash Election nor a valid Stock Election is made, including, without limitation, Voicestream Common Shares issued on exercise, conversion or exchange of outstanding options, warrants, rights or convertible or exchangeable securities after the Election Deadline (as defined below) ("No Election Shares"), shall be

deemed to have made a valid Mixed Election. A record holder need not make the same election with respect to all of the Voicestream Common Shares held of record by such holder or represented by a single Certificate.

(i) *Election Deadline.* DT and Voicestream shall each use its reasonable best efforts to cause copies of the Election Forms and the Letter of Transmittal to be mailed to the record holders of Voicestream Common Shares not less than forty five (45) days prior to the anticipated Effective Time and to make the Election Forms available promptly to all Persons who become record holders of Voicestream Common Shares subsequent to the date of such mailing and no later than the close of business on the second Business Day prior to the Election Deadline. An Election Form must be received by the Escrow Agent by 5:00 p.m., New York City time, on the date (the "**Election Deadline**") that is the fifth Business Day prior to the first Closing Date scheduled by the parties in accordance with Section 1.03. All elections may be revoked until the Election Deadline in writing by the record holders submitting the Election Forms. DT and Voicestream shall use reasonable efforts to cause a public announcement of the actual Election Deadline not fewer than five Business Days prior to the Election Deadline.

(j) *Form of Stock Consideration.* Any DT Ordinary Shares constituting a portion of the Merger Consideration shall be delivered to the holders of Voicestream Common Shares in the form of American depositary shares, each representing the right to receive one DT Ordinary Share (the "**DT Depositary Shares**"). The DT Depositary Shares may be evidenced by one or more receipts ("**DT ADRs**") issued in accordance with the Deposit Agreement, dated as of November 18, 1996, as amended, among DT, Citibank N.A., as Depositary (the "**Depositary**"), and the holders and beneficial owners from time to time of DT ADRs, as it may be further amended from time to time (the "**Deposit Agreement**"). Notwithstanding the foregoing, each Person who is entitled to receive DT Ordinary Shares as Merger Consideration shall be entitled, with respect to all or any portion of his Voicestream Common Shares, to make an unconditional and irrevocable election (the "**Ordinary Share Election**") to receive DT Ordinary Shares in lieu of DT Depositary Shares. The Election Forms and the Letter of Transmittal shall contain a form of Ordinary Share Election and shall be used by each holder of Voicestream Common Shares who wishes to make an Ordinary Share Election.

(k) Each share of Merger Sub Common Stock, issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger, and without any action on the part of the holder thereof, no longer be outstanding, be cancelled and retired. Immediately following the Effective Time, the Surviving Corporation shall issue to the Escrow Agent a number of shares of Common Stock par value \$0.000001 per share, of the Surviving Corporation ("**Surviving Corporation Common Stock**") equal to the total number of Voicestream Common Shares outstanding immediately prior to the Merger.

(l) In consideration of the contribution to DT by the Escrow Agent of Surviving Corporation Common Stock pursuant to Section 1.04(a) hereof, DT shall issue, in accordance with Section 1.04(a), and deliver to the Escrow Agent, the maximum number of DT Ordinary Shares (including DT Ordinary Shares underlying DT Depositary Shares that are to be delivered as part of the Merger Consideration) that has become payable pursuant to Section 1.05 for delivery to the Merger Consideration Recipients entitled thereto and shall pay to the Escrow Agent the Aggregate Cash Amount (or, if applicable, the Adjusted Aggregate Cash Amount) that has become payable to the Merger Consideration Recipients pursuant to Section 1.05.

(m) If, between the date of this Agreement and the Effective Time, all of the outstanding DT Ordinary Shares, or more than 80% of the outstanding DT Ordinary Shares pursuant to an exchange offer for all outstanding shares, shall have been changed into or exchanged for a different number of shares or kind of shares of DT or another corporation or entity owning more than 80% of the DT Ordinary Shares, or the DT Ordinary Shares outstanding shall have changed, by reason of any reclassification, split-up, stock-split, reverse stock-split, stock dividend, stock combination, recapitalization or redenomination of share capital, merger or similar statutory procedure or pursuant to an exchange offer, or DT changes the number of DT Ordinary Shares represented by a DT Depositary Share, then the Exchange Ratio and/or the amount or form of any portion of the Merger Consideration that would otherwise be payable in DT

Ordinary Shares and the issuer thereof and other definitions and provisions of this Agreement dependent thereon or on the market price therefor, shall be appropriately adjusted.

(n) *Preferred Stock.* (1) Not later than the third Business Day preceding the record date for the Voicestream Stockholders' Meeting, each share of 2½% Convertible Junior Preferred Stock, par value \$0.001 per share, of Voicestream (the "2½% Convertible Preferred Shares") shall be converted, in accordance with paragraphs (i)(i) and (i)(vii) of Section 1 of the Certificate of Designation of the 2½% Convertible Preferred Shares and the provisions of the relevant Stockholders Agreement, into Voicestream Common Shares at the Conversion Rate (as such term is defined in the 2½% Convertible Preferred Shares Certificate of Designation) in effect on the Conversion Date (as such term is defined in the 2½% Convertible Preferred Shares Certificate of Designation).

(2) (A) If the Effective Time does not occur prior to May 1, 2001, at any time on or after May 1, 2001 until the Effective Time, DT may, in its sole discretion by giving ten (10) Business Days prior written notice to Voicestream, but only if permissible at such time under the terms of any indebtedness of Voicestream or any of its Significant Subsidiaries existing on the date hereof (including its credit agreement), require Voicestream to (or to cause Omnipoint Corporation to) issue a notice of redemption (the "Redemption") with respect to all shares of Omnipoint Corporation 7% Cumulative Convertible Preferred Stock, par value \$0.001 per share (the "7% Convertible Preferred Shares"), in accordance with Sections 5.1(b) and 5.3 of the Certificate of Designation of the 7% Convertible Preferred Shares, at the Redemption Price (as such term is defined in the 7% Convertible Preferred Shares Certificate of Designation) in effect on the Redemption Date (as such term is defined in the 7% Convertible Preferred Shares Certificate of Designation), which Redemption Price shall be equal to the appropriate Redemption Price per share set forth in Section 5.1(b) of the Certificate of Designation of the 7% Convertible Preferred Shares, plus in each case all accrued and unpaid dividends on such 7% Convertible Preferred Shares (other than previously declared dividends payable to the holder of record on a prior date) through and including the Redemption Date, whether or not declared, which shall be due and payable only in cash out of funds of Voicestream or Omnipoint Corporation legally available for the payment of dividends, as more fully provided in the 7% Convertible Preferred Shares Certificate of Designation.

(B) If all the 7% Convertible Preferred Shares have not been redeemed pursuant to paragraph (A) of this Section 1.05(n)(2) prior to the Effective Time and upon conversion of any outstanding shares of 7% Convertible Preferred Shares after the Effective Time, the holders thereof become entitled to DT Ordinary Shares, such DT Ordinary Shares to which such holder of 7% Convertible Preferred Shares is entitled will be issued from the 7% Convertible Preferred Shares Trust described in Annex 1.05(n)(2) (the "7% Convertible Preferred Shares Trust"), and to the extent holders of 7% Convertible Preferred Shares become entitled to cash payment after the Effective Time, such cash payment to which such holder of 7% Convertible Preferred Shares is entitled will be paid by DT.

(3) Any shares of Convertible Voting Preferred Stock held by DT ("DT Preferred Shares") and any Omnipoint 7% Convertible Preferred Stock outstanding at the Effective Time shall remain outstanding and shall be unaffected by the Merger.

(o) *Warrants.* If all the warrants granted pursuant to the Omnipoint Corporation Remainder Warrant Certificate dated May 6, 1997 (the "Warrants") shall not have been exercised prior to the Effective Time and any holder of such Warrants becomes entitled to DT Ordinary Shares after the Effective Time, such DT Ordinary Shares to which such holder of Warrants is entitled will be issued from the Warrants Trust described in Annex 1.05(o) (the "Warrants Trust"), and to the extent any holder of Warrants become entitled to cash payment after the Effective Time, such cash payment to which such holder of Warrants is entitled will be paid by DT.

(p) Cook Inlet and Cook Inlet Joint Venture Partners.

(i) To the extent that prior to the Effective Time any of the Cook Inlet Partners receives Voicestream Common Shares in respect of its rights to exchange its interest in any of the Cook Inlet Joint Ventures or Affiliates of such joint ventures (the "Cook Inlet Exchange Rights"), such Cook

Inlet Partner shall have all the rights with respect to such Voicestream Common Shares which a Voicestream stockholder has.

(ii) To the extent that any of the Cook Inlet Partners does not receive Voicestream Common Shares prior to the Effective Time in respect of its Cook Inlet Exchange Rights, each Cook Inlet Partner shall be entitled to receive the consideration that such Cook Inlet Partner is entitled to receive pursuant to the Cook Inlet Exchange Rights. To the extent that, on or after the Effective Time, a Cook Inlet Partner is entitled to DT Ordinary Shares, such shares will be delivered from the Cook Inlet Partners Trust described in Annex 1.05(p) (the “Cook Inlet Partners Trust”), which shall be in form and substance reasonably satisfactory to DT and Voicestream and to the extent that such Cook Inlet Partner is entitled to cash, such cash shall be paid by DT. The consideration payable to a Cook Inlet Partner pursuant to this clause (ii) shall not constitute Merger Consideration for the purpose of this Agreement.

(iii) After the date hereof, Voicestream shall use reasonable efforts to obtain the agreement of SSPCS Corporation to enter into an agreement relating to its Cook Inlet Exchange Rights in a form substantially similar to the agreement relating to such matters entered into by Cook Inlet on the date hereof.

(iv) For purposes of this Section 1.05(p) only, reference to “Cook Inlet Partner,” “Cook Inlet Partners” or “Cook Inlet Joint Ventures” shall include any entity or entities designated as such by mutual agreement of DT and Voicestream.

SECTION 1.06. *Surrender and Payment.* (a) Promptly after the Effective Time, the Surviving Corporation will send, or will cause the Escrow Agent to send, to each holder of record as of the Effective Time of Voicestream Common Shares (other than holders of Excluded Voicestream Shares and Dissenting Shares and holders of Voicestream Common Shares who made a valid Election with respect to all their shares), a letter of transmittal which shall specify that the delivery of Certificates shall be effected, and risk of loss and title shall pass, only upon proper delivery of a Certificate to the Escrow Agent, and instructions for use in effecting the surrender to the Escrow Agent of Certificates in exchange for the Merger Consideration (the “Letter of Transmittal”). The Letter of Transmittal shall contain such other terms and conditions as DT and Voicestream may reasonably specify.

(b) Each record holder of any Voicestream Common Shares that have been converted into a right to receive the consideration set forth in Section 1.05(b) shall, upon surrender to the Escrow Agent of a Certificate or Certificates, together with a properly completed Letter of Transmittal covering the Voicestream Common Shares represented by such Certificate or Certificates, without further action, be entitled to receive, and the Escrow Agent shall deliver (and DT shall cause the Escrow Agent to deliver) to each such holder, subject to Section 1.06(e) below, (i) the number of whole DT Depository Shares or DT Ordinary Shares included in the Merger Consideration in respect of such Voicestream Common Shares, subject to the provisions of Section 1.05, and (ii) a check in the amount (after giving effect to any required tax withholdings) of (A) the cash consideration that such holder has the right to receive pursuant to Section 1.05, plus (B) any cash in lieu of Fractional Interests to be paid pursuant to Section 1.09, plus (C) any cash dividends or other distributions that such holder has the right to receive pursuant to Section 1.06(f). Until so surrendered, each such Certificate shall, after the Effective Time, represent for all purposes only the right to receive the number of whole DT Depository Shares or DT Ordinary Shares, as applicable, to which it is entitled pursuant to Section 1.05 and the applicable amounts of cash provided in the foregoing clause (ii) of the preceding sentence.

(c) If any DT Depository Shares or DT Ordinary Shares are to be delivered to a Person (as defined below) other than the registered holder of the Voicestream Common Shares represented by a Certificate or Certificates surrendered with respect thereto, it shall be a condition to such issuance that the Certificate or Certificates so surrendered shall be properly endorsed or otherwise be in proper form for transfer and that the Person requesting such delivery shall pay to the Escrow Agent any transfer or other taxes required as a result of such delivery to a Person other than the registered holder of such Voicestream Common Shares or establish to the satisfaction of the Escrow Agent that such tax has been paid or is not payable.

(d) The stock transfer books of Voicestream shall be closed after the close of trading on the NASDAQ on the Trading Day immediately prior to the Effective Time, and thereafter there shall be no further registration of transfers of Voicestream Common Shares that were outstanding prior to the Effective Time, except that such stock transfer books shall be updated to reflect the Permitted Stock Dividend (as defined below), if paid after such books are otherwise closed. After the Effective Time, Certificates presented to the Surviving Corporation for transfer shall be canceled and exchanged for the consideration provided for, and in accordance with the procedures set forth, in this Article I.

(e) Any DT Ordinary Shares issued and delivered in respect of Voicestream Common Shares pursuant to this Article I, any cash entitled to be received therefor pursuant to Section 1.05, and any cash in lieu of Fractional Interests to be paid pursuant to Section 1.09, plus any cash dividend or other distribution that such holder has the right to receive pursuant to Section 1.06(f) that remains unclaimed by any holder of Voicestream Common Shares six months after the Effective Time, shall be held by the Escrow Agent (or a successor agent appointed by DT) or shall be delivered to the Depositary upon the instruction of DT and held by the Depositary, in either case subject to the instruction of DT, in an account or accounts designated for such purpose. DT shall not be liable to any holder of Voicestream Common Shares for any securities delivered or any amount paid by the Depositary, the Escrow Agent or its nominee, as the case may be, to a public official which it is so required to pay under applicable abandoned property laws. Any cash remaining unclaimed by holders of Voicestream Common Shares five years after the Effective Time (or such earlier date immediately prior to such time as such cash would otherwise escheat to or become property of any governmental entity or as is otherwise provided by applicable Legal Requirements (as defined below)) shall, to the extent permitted by applicable Legal Requirements, become the property of the Surviving Corporation or DT, as DT may determine.

(f) No dividends or other distributions nor any voting rights with respect to securities of DT issuable to the Escrow Agent with respect to Voicestream Common Shares shall be paid to or exercised by the holder of any unsurrendered Certificates until such Certificates are surrendered as provided in this Section. Subject to the effect of applicable Legal Requirements, upon such surrender, there shall be issued and/or paid to the holder of DT Depositary Shares or DT Ordinary Shares issued in exchange therefor, without interest and after giving effect to any required tax withholding, (A) at the time of such surrender, the dividends or other distributions payable with respect to such DT Depositary Shares or DT Ordinary Shares with a record date after the Effective Time and a payment date on or prior to the date of such surrender and not previously paid and (B) at the appropriate payment date, the dividends or other distributions payable with respect to such DT Depositary Shares or DT Ordinary Shares with a record date after the Effective Time but with a payment date subsequent to such surrender. For purposes of dividends or other distributions in respect of DT Depositary Shares or DT Ordinary Shares, all DT Depositary Shares and DT Ordinary Shares to be issued pursuant to the Merger shall be deemed issued and outstanding as of the Effective Time. Notwithstanding the foregoing, no dividends or other distributions nor any voting rights with respect to securities of DT issuable to the Escrow Agent for the account of the Dissenting Stockholders Trustee, the Option Trustee, the Warrants Trustee, the 7% Convertible Preferred Shares Trustee and the Cook Inlet Partners Shares Trustee shall be paid to or exercised by any such trustees.

SECTION 1.07. *Permitted Stock Dividend.* Anything in this Agreement to the contrary notwithstanding:

(i) Voicestream may declare, and thereafter make, at any time prior to the Effective Time, a pro rata distribution to the holders of the then outstanding Voicestream Common Shares of 0.0075 of a Voicestream Common Share for each Voicestream Common Share outstanding on the record date for such action (the "Permitted Stock Dividend"), and the conversion or exercise terms of any VoiceStream Equity Right (as defined below) that by its terms (as in effect on February 8, 2001 in the case of Voicestream Equity Rights outstanding on February 8, 2001) adjusts as a result of such Permitted Stock Dividend (whether automatically, or upon the taking of any corporate action or action by the board of directors of Voicestream or any such subsidiary) shall be appropriately adjusted.

(ii) If the Permitted Stock Dividend is paid on or after the Election Deadline, then the holder of any Voicestream Common Shares received by virtue of the Permitted Stock Dividend shall be deemed to have made the same election with respect to such shares as such holder shall have made, or shall have been deemed to have made, with respect to a majority of the Voicestream Common Shares held by such holder; *provided, however*, that if there is no such majority, or no such majority is readily discernible by the Escrow Agent, such shares shall be deemed to be No Election Shares.

SECTION 1.08. Treatment of Voicestream Stock Plans. (a) Subject to the consummation of the Merger, immediately prior to the Effective Time, each outstanding option to purchase Voicestream Common Shares (each, a **“Voicestream Option”**) will be converted (and such Voicestream Option will be extinguished) into a right to acquire (each, a **“Voicestream Rollover Option”**) from the Options Trust described in Annex 1.08(a) (which shall be in form and substance reasonably satisfactory to DT and Voicestream) on the same terms and conditions as were applicable under the Voicestream Option (but taking into account any changes thereto, including any acceleration thereof, provided for in the option award or in the Voicestream option plans listed on Schedule 1.08(ii) (the **“Voicestream Option Plans”**) and applicable to such Voicestream Options by reason of this Agreement or the transactions contemplated hereby) that number of DT Ordinary Shares (the **“Voicestream Option Amount”**) determined by multiplying the maximum number of Voicestream Common Shares subject to such Voicestream Option by the Exchange Ratio, rounded if necessary to the nearest whole DT Ordinary Share at an exercise price per DT Ordinary Share equal to the exercise price per Voicestream Common Share in effect with respect to such Voicestream Option immediately prior to the Effective Time divided by the Exchange Ratio. In order to implement the conversion of the Voicestream Options described above, the arrangements set forth in Annex 1.08(a) will be effected at the Effective Time. In the case of a Voicestream Option which is intended to be an incentive stock option under Section 422 of the Code, the adjustment in this Section 1.08 shall be modified if necessary to permit such Voicestream Option to continue to comply with Section 422 of the Code. Prior to the Effective Time, Voicestream and DT shall mutually agree to either terminate Voicestream’s Employee Stock Purchase Plan or to convert the options under such plan to Voicestream Rollover Options under this Section 1.08(a).

(b) Subject to the consummation of the Merger, immediately prior to the Effective Time, each outstanding award of Voicestream restricted shares that remains subject to restrictions at the Effective Time (the **“Voicestream Restricted Shares”**) will be converted (and such Voicestream Restricted Shares will be extinguished) into a right to receive (each, a **“Voicestream Rollover Restricted Share”**) from the Restricted Shares Trust described in Annex 1.08(b), on the same terms and conditions and subject to the same vesting provisions as were applicable to such award under the Voicestream Plans listed on Schedule 1.08(ii) (but taking into account any changes thereto provided for in the Voicestream Plans listed on Schedule 1.08(ii)) that number of DT Ordinary Shares (the **“Restricted Share Amount”**) determined by multiplying the number of shares of Voicestream Common Stock subject to the award by the Exchange Ratio, rounded if necessary, to the nearest whole DT Ordinary Share. In order to implement the conversion of the Voicestream Restricted Shares described above, the arrangements set forth in Annex 1.08(b) will be effected at the Effective Time.

(c) To the extent that any Person would otherwise be entitled to receive a fraction of a DT Ordinary Share pursuant to this Section 1.08, such fraction shall be treated in accordance with Section 1.09.

(d) As soon as practicable after the Effective Time, DT shall cause to be delivered to the holders of Voicestream Options and Voicestream Restricted Shares appropriate notices setting forth such holders’ rights pursuant to the respective Voicestream Plans and agreements evidencing the grants of such Voicestream Options and Voicestream Restricted Shares (including that, in connection with the Merger and to the extent provided by the terms of the Voicestream Plans and award agreements thereunder, the Voicestream Options subject to change of control vesting have become fully vested).

(e) No later than the Effective Time, DT shall file or cause to be filed with the SEC a registration statement on an appropriate form or a post-effective amendment to a previously filed registration statement under the Securities Act with respect to the DT Ordinary Shares and DT Depository Shares which are

subject to the Voicestream Rollover Options as provided in Section 1.08(a), and shall use reasonable best efforts to maintain the current status of the prospectus associated therewith, as well as to comply with any applicable state securities or “blue sky” laws for so long as such options remain outstanding.

SECTION 1.09. *Fractional DT Depositary Shares and Fractional DT Ordinary Shares.* No fraction of a DT Depositary Share or a DT Ordinary Share will be issued, but each holder of Voicestream Common Shares otherwise entitled to receive a fraction of a DT Depositary Share or DT Ordinary Share will be entitled to receive in accordance with the provisions of this Section 1.09 from the Escrow Agent a cash payment in lieu of such fraction of a DT Depositary Share or DT Ordinary Share, as applicable, (each a “**Fractional Interest**”) representing such holder’s proportionate interest in the net proceeds from the sale by the Escrow Agent on behalf of all such holders of the aggregate of the fractions of DT Depositary Shares and DT Ordinary Shares which would otherwise be issued (“**Excess ADSs**” and “**Excess Shares**”, respectively). The sale of the Excess ADSs and the Excess Shares by the Escrow Agent shall be executed on the New York Stock Exchange, Inc. (the “**NYSE**”) and the FSE, respectively, through one or more member firms of the NYSE or the FSE, as the case may be, and shall be executed in round lots to the extent practicable. Until the net proceeds of such sale or sales have been distributed to the holders of Voicestream Common Shares otherwise entitled to receive Fractional Interests, the Escrow Agent will hold such proceeds in trust for such holders of Voicestream Common Shares (the “**Common Shares Trust**”). DT shall pay all commissions, transfer taxes and other out-of-pocket transaction costs, including the expenses and compensation, of the Escrow Agent incurred in connection with such sale of the Excess ADSs and Excess Shares. The Escrow Agent shall determine the portion of the Common Shares Trust to which each holder of Voicestream Common Shares shall be entitled, if any, by multiplying the amount of the aggregate net proceeds comprising the Common Shares Trust by a fraction, the numerator of which is the amount of Fractional Interests to which such holder of Voicestream Common Shares is entitled and the denominator of which is the aggregate amount of Fractional Interests to which all holders of Voicestream Common Shares are entitled. As soon as practicable after the determination of the amount of cash, if any, to be paid to holders of Voicestream Common Shares in lieu of any Fractional Interests, the Escrow Agent shall make available such amounts to such holders of Voicestream Common Shares without interest.

SECTION 1.10. *The Surviving Corporation.* (a) The certificate of incorporation of Voicestream in effect at the Effective Time shall, by virtue of the Merger, be amended and restated as of the Effective Time to be identical to the certificate of incorporation of Merger Sub (except that Article I thereof shall read: “The name of the Corporation is Voicestream Wireless Corporation”) and, as so amended and restated, shall be the certificate of incorporation of the Surviving Corporation until amended in accordance with applicable law.

(b) The bylaws of Merger Sub in effect at the Effective Time shall be the bylaws of the Surviving Corporation until amended in accordance with applicable law, *provided* that from and after the Effective Time the bylaws of Merger Sub shall contain provisions identical to Article VII of the bylaws of Voicestream as in effect as of the date of this Agreement.

(c) The directors of Merger Sub and the officers of Voicestream immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, respectively, and such individuals shall serve in such positions until their successors shall have been duly elected and shall qualify.

SECTION 1.11. *Lost, Stolen or Destroyed Certificates.* In the event any Certificate shall have been lost, stolen or destroyed, upon the holder’s compliance with the replacement requirements established by the Escrow Agent, including, if necessary, the posting by such Person of a bond in customary amount as indemnity against any claim that may be made against it with respect to such Certificate, the Escrow Agent will issue in exchange for such lost, stolen or destroyed Certificate, the Merger Consideration and any cash payable in lieu of Fractional Interests and any unpaid dividends or other distributions deliverable pursuant to Section 1.06(f) in respect of the Voicestream Common Shares represented by such Certificate pursuant to this Agreement.

SECTION 1.12. *Dissenting Shares.* Voicestream Common Shares which are issued and outstanding immediately prior to the Effective Time and which are held by a holder who has not voted such shares in favor of the Merger, who shall have delivered a written demand for appraisal of such shares in the manner provided by Delaware Law and who shall not have effectively withdrawn or lost such right to appraisal as of the Effective Time (“**Dissenting Shares**”), shall be entitled to such rights (but only such rights) as are granted by Section 262 of the Delaware Law. Each holder of Dissenting Shares who becomes entitled to payment for such Dissenting Shares pursuant to Section 262 of the Delaware Law shall receive payment therefor from the Surviving Corporation in accordance with Delaware Law; *provided, however*, that (i) if any such holder of Dissenting Shares shall have failed to establish his entitlement to appraisal rights as provided in Section 262 of the Delaware Law, (ii) if any holder of Dissenting Shares shall have effectively withdrawn his demand for appraisal of such Shares or lost his right to appraisal and payment for his Shares under Section 262 of the Delaware Law or (iii) if neither any holder of Dissenting Shares nor the Surviving Corporation shall have filed a petition demanding a determination of the value of all Dissenting Shares within the time provided for the filing of such petition in Section 262 of the Delaware Law, such holder shall forfeit the right to appraisal of such Dissenting Shares and the holder of each such Dissenting Share shall be deemed to have made a Mixed Election pursuant to Section 1.05(d) and each such Share shall be converted into the right to receive the Mixed Consideration pursuant to Section 1.05(d). Voicestream shall give DT prompt notice of any demands received by Voicestream for appraisal of Voicestream Common Shares and DT shall have the right to conduct all negotiations and proceedings with respect to such demands. Except with the prior written consent of DT, Voicestream shall not make any payment with respect to, or settle or offer to settle, any such demands. To the extent holders of Dissenting Shares become entitled to DT Ordinary Shares or cash after the Effective Time, such DT Ordinary Shares and cash to which such holder of Dissenting Shares is entitled will be issued from the Dissenting Stockholder Trust described in Annex 1.12 (the “**Dissenting Stockholders Trust**”).

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF VOICESTREAM

Except as disclosed in the Voicestream SEC Reports filed prior to the date of this Agreement and except as set forth in the Voicestream 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), Voicestream hereby represents and warrants as of the date hereof to DT as follows:

SECTION 2.01. *Organization and Qualification; Subsidiaries.* Voicestream and each of its Significant Subsidiaries is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization. Each of the Voicestream Subsidiaries which is not a Significant Subsidiary and each of the Cook Inlet Joint Ventures, as listed on Schedule 2.01 hereto, is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, except for such failure which, when taken together with all other such failures, would not reasonably be expected to have a Material Adverse Effect on Voicestream. Each of Voicestream, its Significant Subsidiaries and the Cook Inlet Joint Ventures has the requisite power and authority and any necessary Permit (as defined below) to own, operate or lease the properties that it purports to own, operate or lease and to carry on its business as it is now being conducted, and is duly qualified to do business, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such qualification necessary, except for such failure which, when taken together with all other such failures, would not reasonably be expected to have a Material Adverse Effect on Voicestream. Schedule 2.01 sets forth a list of all Voicestream Significant Subsidiaries and all entities in which Voicestream has an Investment Interest and their respective jurisdictions of incorporation or organization and identifies Voicestream’s (direct or indirect) percentage ownership interest therein.

SECTION 2.02. *Certificate of Incorporation and Bylaws.* Voicestream has heretofore furnished, or otherwise made available, to DT a complete and correct copy of the Certificate of Incorporation and the Bylaws, each as amended to the date hereof, of Voicestream and each of its Significant Subsidiaries. Such Certificates of Incorporation and Bylaws are in full force and effect. Neither Voicestream, any of its Significant Subsidiaries nor any of the Cook Inlet Joint Ventures is in violation of any of the provisions of its respective Certificate of Incorporation or, in any material respect, its Bylaws or similar constituent documents.

SECTION 2.03. *Capitalization.* (a) The authorized capital stock of Voicestream consists solely of (i) 1,000,000,000 Voicestream Common Shares, of which, as of June 30, 2000, (A) 214,117,711 shares were issued and outstanding, including the restricted shares listed on Schedule 1.08(ii), (B) no shares were held in the treasury of Voicestream, (C) 10,173,546 shares were issuable upon the exercise of options outstanding under the Voicestream option plans listed on Schedule 2.03(a) hereto (the “**Voicestream Plans**”), and (D) 274,844 shares were issuable upon the exercise of the Warrants, and (ii) 100,000,000 shares of preferred stock, \$0.001 par value, of Voicestream, of which, as of June 30, 2000, 7,606 2½% Convertible Preferred Shares were issued and outstanding and owned by Hutchison Telecommunications PCS (USA) Limited, which shares, as of the date hereof, are convertible into 26,227,586 Voicestream Common Shares. The authorized share capital of Omnipoint Corporation consists solely of (i) 200,000,000 shares of common stock \$0.01 par value, of which, as of June 30, 2000 65,000,000 shares were issued and outstanding and owned by Voicestream, and (ii) 10,000,000 shares of preferred stock, \$0.01 par value, of which, as of June 30, 2000 6,355,195 shares of 7% Convertible Preferred Stock were issued and outstanding, which shares are convertible, as of the date hereof, into 8,425,082 Voicestream Common Shares. Except as set forth in Schedule 2.03 or permitted by Section 4.01 or as a result of transactions permitted by Section 5.15 and as to the exchange rights relating to the Cook Inlet Joint Ventures, and except as a result of the Permitted Stock Dividend, (i) since June 30, 2000, no Voicestream Common Shares have been issued, except upon the exercise of options or the Warrants described in the immediately preceding sentence, and (ii) as of June 30, 2000, there are no outstanding Voicestream Equity Rights. For purposes of this Agreement, “**Voicestream Equity Rights**” means subscriptions, options, warrants, calls, commitments, agreements, conversion rights, exchange rights or other rights of any character (contingent or otherwise) to purchase or otherwise acquire from Voicestream or any of Voicestream’s Subsidiaries or any Cook Inlet Joint Venture at any time any shares of the capital stock or other voting or non-voting securities of Voicestream. Schedule 2.03 hereto sets forth a complete and accurate list of all outstanding Voicestream Equity Rights as of June 30, 2000 (*provided* that, with respect to options, such list need only set forth the aggregate number of options with weighted average exercise prices at which grants have been made and need not specify grants by grantee). Since June 30, 2000, no Voicestream Equity Rights have been issued except (1) after the date hereof, as permitted by Section 4.01, (2) as a result of transactions permitted by Section 5.15 hereof (or as would have been permitted had this Agreement been in effect from June 30, 2000), (3) the DT Preferred Shares, (4) or the restricted shares set forth on Schedule 1.08(ii) and (5) any increases in any existing Voicestream Equity Rights arising from antidilution or similar adjustments resulting from the payment of the Permitted Stock Dividend, which increases, in the aggregate, will not, on the date the Permitted Stock Dividend is declared and on the date it is paid, increase the aggregate number of Voicestream Common Shares subject to Voicestream Equity Rights by more than 0.75%.

(b) Except as set forth on Schedule 2.03(b), there are no outstanding obligations of Voicestream or any of Voicestream’s Subsidiaries or any Cook Inlet Joint Venture to repurchase, redeem or otherwise acquire any shares of capital stock of Voicestream, except those arising after the date hereof, as permitted by Section 4.01.

(c) All of the issued and outstanding Voicestream Common Shares are validly issued, fully paid and nonassessable.

(d) All the outstanding capital stock of each of Voicestream’s Significant Subsidiaries and each of the Cook Inlet Joint Ventures which is owned by Voicestream is duly authorized, validly issued, fully paid and nonassessable and owned by Voicestream or one of its Subsidiaries free and clear of any material

liens, security interest, pledges, charges or encumbrances except for any liens, security interest, pledges, charges or encumbrances which are granted to secure indebtedness. Except as set forth on Schedules 1.08 and 2.03 and as to the exchange rights relating to the Cook Inlet Joint Ventures, except as hereafter issued or entered into in accordance with Section 4.01 and except for the DT Preferred Shares, there are no material existing subscriptions, options, warrants, calls, commitments, agreements, conversion rights, exchange rights or other rights of any character (contingent or otherwise) to purchase or otherwise acquire from Voicestream or any of Voicestream's Significant Subsidiaries or the Cook Inlet Joint Venture at any time any shares of the capital stock or other voting or non-voting securities or partnership interests or membership interests of any Voicestream Significant Subsidiary or any Cook Inlet Joint Venture, whether or not presently issued or outstanding (except for rights of first refusal to purchase interests in Subsidiaries which are not wholly owned by Voicestream and the Cook Inlet Joint Venture), and there are no outstanding obligations of Voicestream or any of Voicestream's Significant Subsidiaries or the Cook Inlet Joint Ventures to repurchase, redeem or otherwise acquire any shares of capital stock or other voting or non-voting securities or partnership interests or membership interests of Voicestream or any of Voicestream's Subsidiaries or any Cook Inlet Joint Venture. Except for (i) its Subsidiaries, (ii) investments of Persons in which Voicestream has less than a five percent (5%) interest, (iii) equity interests disclosed on Schedules 2.01 and 2.03 hereto or hereafter acquired as permitted under Section 4.01 or as a result of transactions permitted by Section 5.15 and (iv) the Cook Inlet Joint Ventures and the Other Joint Ventures, Voicestream does not directly or indirectly own any equity interest in any other Person except as permitted by Section 4.01 or as a result of transactions permitted by Section 5.15. Except as a result of transactions permitted by Section 4.01 or Section 5.15, neither Voicestream nor any of its Subsidiaries is subject to any material requirement to provide funds for or to make any investment (in the form of a loan, capital contribution or otherwise) to or in any Cook Inlet Joint Venture, any Other Joint Venture or any other non-Affiliated entity.

(e) No bonds, debentures, notes or other indebtedness of Voicestream having the right to vote on any matters on which stockholders may vote are issued or outstanding except for any securities issued after the date hereof in accordance with Section 4.01.

(f) Neither Voicestream nor any of its Subsidiaries or Affiliates nor any of the Cook Inlet Joint Ventures shall have any obligations or liabilities arising out of the exercise of the exchange rights relating to the Cook Inlet Joint Ventures Investment other than (i) the obligation to issue to the Cook Inlet Partners with respect to each Cook Inlet Joint Venture the number of Voicestream Common Shares set forth on Schedule 2.03(f) the payment by each Cook Inlet Joint Venture of the amounts set forth opposite the names of such Cook Inlet Joint Venture on Schedule 2.03(f) and obligations relating to the registration, listing and similar matters with respect to the Voicestream Common Shares and (iii) any obligations or liabilities relating to the management or operation of or membership in the Cook Inlet Joint Ventures and obligations to restructure or modify the organizational documents of the Cook Inlet Joint Ventures.

SECTION 2.04. *Authority Relative to this Agreement, the Stockholders Agreement and the DT Financing Agreements.* Voicestream has the necessary corporate power and authority to enter into this Agreement and the DT Financing Agreements and, subject to obtaining any necessary stockholder approval of the Merger and this Agreement, to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and the DT Financing Agreements by Voicestream and the consummation by Voicestream of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Voicestream, subject to the approval and adoption of this Agreement by a majority of the votes entitled to be cast by all holders of Voicestream Common Shares and Voicestream Convertible Voting Preferred Stock outstanding on the record date (the "**Record Date**") established for the Voicestream Stockholders Meeting, voting together as a single class ("**Voicestream Stockholder Approval**"). This Agreement and the DT Financing Agreements have been duly executed and delivered by Voicestream and, assuming the due authorization, execution and delivery thereof by the other Parties hereto and thereto, constitute legal, valid and binding obligation of Voicestream, enforceable against it in accordance with their respective terms, subject to applicable

bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity (regardless of whether considered in a proceeding in equity or at law).

SECTION 2.05. *No Conflict; Required Filings and Consents.* (a) Except as described in subsection (b) below, the execution and delivery of this Agreement and the DT Financing Agreements by Voicestream does not, and the performance of this Agreement and the DT Financing Agreements by Voicestream will not, and, if the Permitted Stock Dividend is declared or paid, on the date the Permitted Stock Dividend is declared and the date it is paid, such declaration or payment (including treatment of fractional shares), as the case may be, will not, (i) violate or conflict with the Certificate of Incorporation or Bylaws of Voicestream, (ii) conflict with or violate any law, regulation, court order, judgment or decree applicable to Voicestream or any of its Significant Subsidiaries or by which any of their respective property is bound or affected, (iii) violate or conflict with the Certificate of Incorporation or Bylaws of any of Voicestream's Subsidiaries or any of the constituent documents of any of the Cook Inlet Joint Ventures, or (iv) result in any breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination or cancellation or repurchase of, or result in the creation of a lien or encumbrance on any of the properties or assets of Voicestream or any of its Subsidiaries or any Cook Inlet Joint Venture pursuant to, or result in the loss of any material benefit or right, or result in an acceleration of any rights or amounts due resulting from a change of control or otherwise, or require the consent of any other party to, any contract, instrument, Permit, license or franchise to which Voicestream or any of its Significant Subsidiaries or any Cook Inlet Joint Venture is a party or by which Voicestream, any of such Subsidiaries or any Cook Inlet Joint Venture or any of their respective property is bound or affected, except, in the case of clauses (ii), (iii) and (iv) above, for conflicts, violations, breaches, defaults, rights, results or consents which, individually or in the aggregate, would not have a Material Adverse Effect on Voicestream, and except that the consummation of the Merger is conditional upon receipt of the Voicestream Stockholder Approval.

(b) Except for applicable requirements, if any, of the Federal Communications Commission (the "FCC"), the Exchange Act, the premerger notification requirements of the HSR Act, Council Regulation (EEC) No. 4064/89, if required, filing of a notice pursuant to Sections 721 of Exon-Florio, filing and recordation of appropriate merger or other documents as required by Delaware Law and any filings required pursuant to the rules of any applicable stock exchanges (collectively, the "**Voicestream Required Approvals**"), neither Voicestream nor any of its Subsidiaries nor any Cook Inlet Joint Venture is required to submit any notice, report or other filing with any Governmental or Regulatory Authority in connection with the execution, delivery or performance of this Agreement or the DT Financing Agreements. Except as set forth in the immediately preceding sentence, no waiver, consent, approval or authorization of any Governmental or Regulatory Authority is required to be obtained by Voicestream or any of its Subsidiaries or any Cook Inlet Joint Venture in connection with its execution, delivery or performance of this Agreement or the DT Financing Agreements.

SECTION 2.06. *SEC Filings; Financial Statements.* (a) Each of Voicestream and its Significant Subsidiaries has filed all forms, reports and documents required to be filed with the SEC since January 1, 1999, together with any amendments and exhibits thereto, (i) its Annual Report on Form 10-K for the fiscal year ended December 31, 1999, (ii) all proxy statements relating to meetings of stockholders (whether annual or special) held since January 1, 1999, (iii) its Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2000 and (iv) all other reports or registration statements filed by each of Voicestream and its Significant Subsidiaries with the SEC since January 1, 1999 (collectively, the "**Voicestream SEC Reports**"). Taking into account any amendments and supplements filed prior to the date of this Agreement, the Voicestream SEC Reports (i) were prepared substantially in accordance with the requirements of the Securities Act or the Exchange Act, as the case may be, and the rules and regulations promulgated under each of such respective acts, and (ii) did not at the time they were filed contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) The financial statements (the “**Voicestream Financial Statements**”), including all related notes and schedules, contained in the Voicestream SEC Reports (or incorporated by reference therein) fairly present the consolidated financial position of Voicestream and its Subsidiaries as at the respective dates thereof and the consolidated results of operations and cash flows of Voicestream and its Subsidiaries, or of Voicestream’s Significant Subsidiaries, as the case may be, for the periods indicated in accordance with GAAP applied on a consistent basis throughout the periods involved (except as disclosed in the notes thereto) and subject in the case of interim financial statements to normal year-end adjustments.

SECTION 2.07. *Absence of Certain Changes or Events.* Except as permitted by this Agreement or consented to by DT hereunder, (a) since December 31, 1999, there has not been any Material Adverse Effect on Voicestream and (b) Voicestream, its Subsidiaries and the Cook Inlet Joint Ventures, taken as a whole, have not incurred since December 31, 1999 any material liabilities or obligations except (i) liabilities or obligations (1) which are accrued or reserved against in the Voicestream Financial Statements included in Voicestream’s SEC Reports filed prior to the date hereof or reflected in the notes thereto or (2) which were incurred after December 31, 1999 in the ordinary course of business and consistent with past practices, (ii) liabilities or obligations which have been discharged or paid in full prior to the date hereof in the ordinary course of business, (iii) liabilities and obligations which are of a nature not required to be reflected in the consolidated financial statements of Voicestream and its Subsidiaries prepared in accordance with GAAP and (iv) liabilities and obligations arising after December 31, 1999 which, individually and in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Voicestream.

SECTION 2.08. *Litigation.* As of the date hereof, there are no claims, actions, suits, proceedings or investigations pending or, to Voicestream’s Knowledge, threatened against Voicestream, any of its Subsidiaries or any Cook Inlet Joint Venture, or any properties or rights of Voicestream, any of its Subsidiaries or any Cook Inlet Joint Venture, before any Governmental or Regulatory Authority that would reasonably be expected to result in an adverse judgment or determination against Voicestream, any of its Subsidiaries or any Cook Inlet Joint Venture, except for those that are not, individually or in the aggregate, reasonably likely to have a Material Adverse Effect on Voicestream or prevent Voicestream from consummating the transactions contemplated by this Agreement.

SECTION 2.09. *No Violation of Law; Permits.* The business of Voicestream, its Subsidiaries and the Cook Inlet Joint Ventures is not being conducted in violation of any statute, law, ordinance, regulation, judgment, order or decree of any Governmental or Regulatory Authority (including, without limitation, any stock exchange or other self-regulatory body) (“**Legal Requirements**”), or in violation of any permits, franchises, licenses, privileges, immunities, approvals, certificates, orders, authorizations or consents that are granted by any Governmental or Regulatory Authority (including, without limitation, any stock exchange or other self-regulatory body) (“**Permits**”), except for violations which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Voicestream. Except as disclosed in the Voicestream SEC Reports filed prior to the date hereof, as of the date hereof, no investigation, review or proceeding by any Governmental or Regulatory Authority (including, without limitation, any stock exchange or other self-regulatory body) with respect to Voicestream, its Subsidiaries or any Cook Inlet Joint Venture in relation to any alleged violation of law or regulation is pending or, to Voicestream’s Knowledge, threatened, nor has any Governmental or Regulatory Authority (including, without limitation, any stock exchange or other self-regulatory body) indicated in writing an intention to conduct the same, except for such investigations which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Voicestream. None of the representations and warranties made in this Section 2.09 are being made with respect to Environmental Laws (as defined below).

SECTION 2.10. *Information Provided by Voicestream.* None of the information supplied or to be supplied by or on behalf of Voicestream for inclusion or incorporation by reference in the Registration Statement (as defined below) will, at the time the Registration Statement becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any 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. None of the information supplied or to be supplied by or on behalf of Voicestream for inclusion or incorporation by reference in the Voicestream Proxy Statement (as defined below) will, at the dates mailed to stockholders and at the times of the Voicestream Stockholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. None of the information supplied or to be supplied by or on behalf of Voicestream for inclusion or incorporation by reference in the German Listing Prospectus will, at the time the German Listing Prospectus is published, contain any untrue statement of a material fact or omit to state any 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. None of the information supplied or to be supplied by or on behalf of Voicestream for inclusion or incorporation by reference in the auditor's report to be prepared pursuant to Section 183(3) of the German Act will, at the time the report is filed with the Commercial Register, contain any untrue statement of a material fact or omit to state any 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. None of the information to be supplied by or on behalf of Voicestream pursuant to Section 5.07(d) will contain any untrue statement of material fact or omit to state any 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 Registration Statement and the Voicestream Proxy Statement (except for information relating solely to DT) will comply as to form in all material respects with the provisions of the Securities Act and the Exchange Act and the rules and regulations promulgated thereunder.

SECTION 2.11. *Employee Matters; ERISA.* Except as set forth on Schedule 2.11:

(a) Schedule 2.11 contains a true and complete list of all material employee benefit plans sponsored or maintained by Voicestream or its Subsidiaries and covering present or former employees or directors of Voicestream and of each of its Subsidiaries or their beneficiaries, or providing benefits to such persons in respect of services provided to any such entity, or with respect to which Voicestream or any of its Subsidiaries has, or has had, an obligation to contribute or any other liability, including, but not limited to, any employee benefit plans within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), any deferred compensation, bonus, stock option, restricted stock, incentive, profit sharing, retirement, savings, medical, health, life insurance, disability, sick leave, cafeteria or flexible spending, vacation, unemployment compensation, severance or change in control agreements, arrangements, programs, policies or plans and any other benefit arrangements or payroll practice (collectively, the "**Voicestream Benefit Plans**"), whether funded or unfunded, insured or uninsured, written or unwritten, true and complete copies of which have been provided to DT.

(b) Except as would not reasonably be expected to result in a Material Adverse Effect on Voicestream, all contributions and other payments required to be made by Voicestream or any of its Subsidiaries to or under any Voicestream Benefit Plan (or to any person pursuant to the terms thereof) have been made or the amount of such payment or contribution obligation has been reflected in the Voicestream Financial Statements.

(c) Each of the Voicestream Benefit Plans intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service (the "**IRS**") or is a prototype plan which has received a favorable opinion letter, and, to Voicestream's Knowledge, no circumstances exist that could reasonably be expected by Voicestream to adversely affect such qualification, except as would not reasonably be expected to have a Material Adverse Effect on Voicestream. Except as would not reasonably be expected to have a Material Adverse Effect on Voicestream, Voicestream is in compliance in all respects with, and each of the Voicestream Benefit Plans complies in form with, and is and has been operated in all respects in compliance with, all applicable Legal Requirements, including, without limitation, ERISA and the Code. No assets of Voicestream or any of its Subsidiaries are subject to liens arising under ERISA or the Code on account of any Voicestream Benefit Plan, neither Voicestream nor any of its Subsidiaries has been required to provide any security under Section 401(a)(29) or 412(f) of the Code, or under Section 307 of ERISA, and, to Voicestream's

Knowledge, no event has occurred that could give rise to any such lien or a requirement to provide such security.

(d) Except as would not reasonably be expected to have a Material Adverse Effect on Voicestream, to Voicestream's Knowledge, there does not now exist any condition or set of circumstances, that could subject Voicestream or any of its Subsidiaries to any material liability arising under any indemnity agreement to which Voicestream or any of its Subsidiaries is a party, excluding liability for benefit claims and funding obligations payable in the ordinary course. No Voicestream Benefit Plan subject to Title IV of ERISA has terminated, nor has a "reportable event" (within the meaning of Section 4043 of ERISA) occurred with respect to any such plan (other than such events with respect to which the reporting requirement has been waived by regulation).

(e) None of the Voicestream Benefit Plans that are "welfare plans" within the meaning of Section 3(1) of ERISA provide for any post-employment or retiree benefits other than continuation coverage required to be provided under Section 4980B of the Code, Part 6 of Title I of ERISA, or applicable state law.

(f) Voicestream has made available to DT a true and correct copy of each current or last, in the case where there is no current, expired collective bargaining agreement to which Voicestream or any of its Subsidiaries is a party or under which Voicestream or any of its Subsidiaries has obligations and copies of the following documents with respect to each Voicestream Benefit Plan, where applicable, (i) the plan documents governing such plan and the most recent summary plan description furnished to employees, (ii) the most recent annual reports filed with the IRS, (Form 5500-series), including all schedules and attachments thereto, (iii) each related trust agreement or other funding arrangement (including all amendments to each such agreement), (iv) the most recent determination of the IRS with respect to the qualified status of such Voicestream Benefit Plan, and any currently-pending application for such a letter, and (v) the most recent actuarial report or valuation.

(g) The consummation or announcement of any transaction contemplated by this Agreement will not (either alone or upon the occurrence of any additional or further acts or events) result in any (a) payment (whether of severance pay or otherwise) becoming due from Voicestream or any of its Subsidiaries to any officer, employee, former employee or director thereof or to the trustee under any "rabbi trust" or similar arrangement, (b) obligation on the part of Voicestream or DT to pay any excise tax or any similar tax imposed on any employee or former employee of Voicestream or its subsidiaries under Section 4999 of the Code or any other similar taxes except as provided in Schedule 4.01(e), (c) benefit under any Voicestream Benefit Plan being established or becoming accelerated, vested or payable or (d) "reportable event" (as defined in Section 4043 of ERISA) with respect to a Voicestream Benefit Plan subject to Title IV of ERISA.

(h) The consummation or announcement of any transaction contemplated by this Agreement will not (either alone or upon the occurrence of any additional or further acts or events) result in the disqualification of any of the Voicestream Benefit Plans intended to be qualified under, result in a prohibited transaction or breach of fiduciary duty under, or otherwise violate, ERISA or the Code in a manner that would give rise to material liability.

(i) Except as would not reasonably be expected to have a Material Adverse Effect on Voicestream, neither Voicestream nor any of its Subsidiaries nor any of their directors, officers, employees or agents, nor any "party in interest" or "disqualified person", as such terms are defined in Section 3 of ERISA and Section 4975 of the Code, with respect to any Voicestream Benefit Plan, has engaged in or been a party to any "prohibited transaction", as such term is defined in Section 4975 of the Code or Section 406 of ERISA, which is not otherwise exempt, which could result in the imposition of either a penalty assessed pursuant to Section 502(i) of ERISA or a tax imposed by Section 4975 of the Code upon Voicestream or its Subsidiaries, or which could constitute a breach of fiduciary duty which could result in liability on the part of Voicestream or any of its Subsidiaries.

(j) No Voicestream Benefit Plan has incurred any “accumulated funding deficiency” (as defined in Section 412 of the Code or Part 3 of Title I of ERISA), whether or not waived. Neither Voicestream nor any of its Subsidiaries has incurred, and none of such entities reasonably expects to incur, any material liability to the PBGC with respect to any Voicestream Benefit Plan. Neither Voicestream nor any of its Subsidiaries is a party to, contributes to, or is required to contribute to, and neither has incurred or reasonably expects to incur, any withdrawal liability with respect to, any “multiemployer plan” (as defined in Section 3(37) of ERISA). No Voicestream Benefit Plan is a “multiple employer plan”, within the meaning of the Code or ERISA.

(k) No employee is entitled to any “reload” options under any of the Voicestream Benefit Plans.

SECTION 2.12. *Labor Matters.* As of the date hereof, neither Voicestream nor any of its Subsidiaries is party to any collective bargaining agreements. As of the date hereof, there are no labor unions or other organizations representing or to Voicestream’s Knowledge purporting to represent or making significant or sustained efforts to represent, a significant number of employees of Voicestream or its Subsidiaries. There is no pending, or, to the knowledge of Voicestream, threatened labor dispute, strike, work stoppage or other concerted labor activity against Voicestream or its Subsidiaries which would be reasonably likely to have a Material Adverse Effect on Voicestream. During the three (3) year period preceding the date hereof, to the Knowledge of Voicestream, there have been no significant or sustained efforts to organize activities conducted by any labor organization or work council or the like with respect to any employees of Voicestream or its Subsidiaries. Except for any violations, charges or complaints that would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect on Voicestream, neither Voicestream nor any of its Subsidiaries has committed any unfair labor practices or violated in any material respect any applicable employment laws, regulations, ordinances, rules, orders or decrees in connection with the operation of the respective businesses of Voicestream and its Subsidiaries and there is no pending or, to the knowledge of Voicestream, threatened charge, complaint, investigation or proceeding against Voicestream or its Subsidiaries by or before the National Labor Relations Board, the Department of Labor, the Equal Employment Opportunity Commission, the Occupational Health and Safety Administration or any comparable state or municipal agency by or on behalf of any employee or class of employees or by or before any governmental agency relating to a purported violation of any applicable employment laws, regulations, ordinances, rules, orders or decrees.

SECTION 2.13. *Environmental Matters.* Except for such matters that, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect on Voicestream, or would not otherwise require disclosure pursuant to the Securities Act or Exchange Act, (i) each of Voicestream, its Subsidiaries and the Cook Inlet Joint Ventures has complied and is in compliance with all applicable Environmental Laws (as defined below); (ii) the properties currently owned or operated by it, any of its Subsidiaries or any Cook Inlet Joint Venture (including soils, groundwater, surface water, buildings or other structures) are not contaminated with any Hazardous Substances (as defined below); (iii) to Voicestream’s Knowledge, no Hazardous Substances were present, disposed, released or otherwise deposited on, under, at or from the properties formerly owned or operated by it, any of its Subsidiaries or any Cook Inlet Joint Venture during the period of ownership or operation by it, any of its Subsidiaries or any Cook Inlet Joint Venture; (iv) to Voicestream’s Knowledge, neither it nor any of its Subsidiaries nor any Cook Inlet Joint Venture is subject to liability for any Hazardous Substance disposal or contamination on any third party property; (v) neither it nor any of its Subsidiaries nor any Cook Inlet Joint Venture has received any notice, demand, threat, letter, claim or request for information alleging that it or any of its Subsidiaries may be in violation of or liable under any Environmental Law (including any claims relating to electromagnetic fields or microwave transmissions); and (vi) to Voicestream’s Knowledge, neither it nor any of its Subsidiaries nor any Cook Inlet Joint Venture is subject to any orders, decrees, injunctions or other arrangements (other than those of general applicability not specifically related to Voicestream) with any Governmental or Regulatory Authority or is subject to any indemnity or other agreement with any third party relating to liability under any Environmental Law or relating to Hazardous Substances (except for such agreements entered into by Voicestream in the ordinary course of business).

“Environmental Law” means any federal, state, local, foreign or other law (including common law), statutes, ordinances or codes relating to: (a) the protection, investigation or restoration of the environment or natural resources, (b) the handling, use, presence, disposal, release or threatened release of any Hazardous Substance, or (c) noise, odor, wetlands, pollution, contamination or any injury or threat of injury to person or property in connection with any Hazardous Substance.

“Hazardous Substances” means any substance that is: listed, classified or regulated pursuant to any Environmental Law, including any petroleum product or by-product, asbestos-containing material, lead-containing paint or plumbing, polychlorinated biphenyls, radioactive materials or radon.

SECTION 2.14. *Board Action; Vote Required; Applicability of Section 203.* (a) The Board of Directors of Voicestream has determined that the transactions contemplated by this Agreement are advisable and in the best interests of Voicestream and its stockholders and has resolved to recommend to such stockholders that they vote in favor thereof.

(b) The Voicestream Stockholder Approval is the only vote of the holders of any class or series of the capital stock of Voicestream required to approve this Agreement, the Merger and the other transactions contemplated hereby.

(c) Prior to the execution of the Stockholders Agreement and the DT Financing Agreements, the Board of Directors of Voicestream approved the transactions contemplated hereby, by the DT Financing Agreements and the Stockholders Agreement for purposes of Section 203 of the Delaware Law including, without limitation, approving of DT becoming an “interested stockholder” as defined in and for the purposes of such Section 203. To Voicestream’s Knowledge, no “moratorium”, “control share”, “fair price” or other antitakeover laws and regulations of the State of Delaware or the State of Washington (collectively, “**Voicestream Takeover Laws**”) are applicable to the Merger or the other transactions contemplated by this Agreement, the Stockholders’ Agreement and the DT Financing Agreements.

SECTION 2.15. *Opinion of Financial Advisor.* Voicestream has received the opinion of Goldman, Sachs & Co., dated the date hereof, to the effect that, as of such date, the Merger Consideration is fair from a financial point of view to the holders of Voicestream Common Shares.

SECTION 2.16. *Brokers.* Except for Goldman, Sachs & Co., the arrangements with which have been disclosed to DT prior to the date hereof, no broker, finder or investment banker is entitled to any brokerage, finder’s or investment banking fee in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Voicestream or any of its Subsidiaries.

SECTION 2.17. *Tax Matters.* Except as set forth on Schedule 2.17 and except to the extent that the failure of the following representations to be true whether considered individually or in the aggregate would not have a Material Adverse Effect on Voicestream:

(a) All Tax Returns required to be filed by Voicestream or its Subsidiaries on or prior to the Effective Time have been or will be timely filed with the appropriate Governmental or Regulatory Authorities and are or will be correct in all respects, and all Taxes due by Voicestream or its Subsidiaries on or prior to the Effective Time have been, or will be, timely paid;

(b) There are no liens (except for statutory liens for current Taxes not yet due and payable) against any domestic or foreign assets of Voicestream or any of its Subsidiaries resulting from any unpaid Taxes;

(c) No audit or other proceeding with respect to Taxes due from Voicestream or any of its Subsidiaries, or any Tax Return of Voicestream or any of its Subsidiaries, is pending, threatened in writing, or being conducted by any Governmental or Regulatory Authority;

(d) Except for complete and accurate copies of tax sharing agreements and amendments thereto made available to DT prior to the execution of this Agreement and listed in Schedule 2.17, no agreements relating to the allocation or sharing of Taxes exist between Voicestream and/or any one of its Subsidiaries, on the one hand, and a third party, on the other hand;