

Exhibit F

ESCROW AGENCY AGREEMENT

AMONG

DEUTSCHE TELEKOM AG,

VOICESTREAM WIRELESS CORPORATION

AND

[AGENT]

As Escrow Agent

Dated as of July ____, 2000

TABLE OF CONTENTS

Page

ARTICLE I.

DEFINITIONS

| | | |
|---------------|------------------------------------|---|
| Section 1.01. | Merger Agreement Definitions | 3 |
| Section 1.02. | Other Definitions | 3 |

ARTICLE II.

APPOINTMENT

| | | |
|---------------|-------------------|---|
| Section 2.01. | Appointment | 5 |
|---------------|-------------------|---|

ARTICLE III.

EXECUTION OF THE MERGER; EXCHANGE OF SHARES

| | | |
|----------------|--|---|
| Section 3.01. | Transfer of Merger Sub Shares | 5 |
| Section 3.02. | Execution of the Merger | 5 |
| Section 3.03. | Effective Time | 5 |
| Section 3.04. | DT Contribution..... | 5 |
| Section 3.05. | Issuance and Exchange of Shares | 6 |
| Section 3.06. | Transfer of Merger Consideration to Certain Merger Consideration Recipients..... | 6 |
| Section 3.07. | Shares, Options and Awards Not Exchangeable..... | 6 |
| Section 3.08. | Fractional Shares..... | 6 |
| [Section 3.09. | Dividends and Distributions | 7 |
| Section 3.10. | Delivery of Documents | 7 |
| Section 3.11. | Form in Which DT Ordinary Shares and DT ADSs Are to be Distributed..... | 8 |
| Section 3.12. | Requisition of DT Ordinary Shares | 8 |
| Section 3.13. | Instructions..... | 8 |

ARTICLE IV.

ADDITIONAL RIGHTS AND DUTIES OF THE ESCROW AGENT

| | | |
|---------------|--|----|
| Section 4.01. | Additional Duties of the Escrow Agent | 11 |
| Section 4.02. | Dividends and Other Cash Distributions | 12 |
| Section 4.03. | Discretionary Corporate Action..... | 13 |

TABLE OF CONTENTS
(continued)

| | Page |
|--|-------------|
| Section 4.04. Rights Offerings..... | 13 |
| Section 4.05. Voting | 13 |
| Section 4.06. Taxes | 14 |
| Section 4.07. Transfers by Escrow Agent..... | 14 |
| ARTICLE V. | |
| REPRESENTATIONS, WARRANTIES AND COVENANTS | |
| Section 5.01. Representations, Warranties and Covenants..... | 14 |
| Section 5.02. Succession..... | 17 |
| ARTICLE VI. | |
| EFFECTIVENESS | |
| Section 6.01. Effectiveness | 17 |
| ARTICLE VII. | |
| LIMITATION OF LIABILITY | |
| Section 7.01. Limitation of Liability | 17 |
| Section 7.02. Reliance by Escrow Agent..... | 18 |
| Section 7.03. Agents | 18 |
| Section 7.04. Limitations | 18 |
| Section 7.05. Money Instruments | 19 |
| Section 7.06. Prevention or Delay | 19 |
| ARTICLE VIII. | |
| COMPENSATION AND EXPENSES | |
| Section 8.01. Fees and Expenses | 19 |
| Section 8.02. Indemnity Against Expense | 19 |
| ARTICLE IX. | |
| INDEMNIFICATION | |
| Section 9.01. Indemnification | 20 |
| Section 9.02. Indemnification for Taxes..... | 21 |

TABLE OF CONTENTS
(continued)

Page

ARTICLE X.

TERMINATION

| | | |
|----------------|---------------------------------------|----|
| Section 10.01. | Termination of Agency Agreement | 21 |
| Section 10.03. | Survival | 22 |

ARTICLE XI.

MISCELLANEOUS

| | | |
|----------------|-----------------------------------|----|
| Section 11.01. | Notices | 22 |
| Section 11.02. | Assignment | 23 |
| Section 11.03. | Contribution Agreement | 23 |
| Section 11.04. | Headings | 24 |
| Section 11.05. | Entire Agreement; Amendment | 24 |
| Section 11.06. | Governing Law; Jurisdiction..... | 24 |
| Section 11.07. | Severability | 24 |
| Section 11.08. | Rights and Remedies..... | 24 |
| Section 11.09. | Counterparts | 24 |

ESCROW AGENCY AGREEMENT

AGREEMENT, dated as of [] ___, 2000, among Voicestream Wireless Corporation, a Delaware corporation ("Voicestream"), Deutsche Telekom AG, an Aktiengesellschaft organized and existing under the laws of the Federal Republic of Germany ("DT"), and [AGENT], a New York [banking] corporation, as Escrow Agent and Exchange Agent (the "Escrow Agent").

WITNESSETH :

WHEREAS, pursuant to the Agreement and Plan of Merger, dated as of July ___, 2000 (the "Merger Agreement"), between Voicestream and DT, a copy of which has been delivered to the Escrow Agent, Voicestream will become a wholly owned subsidiary of DT pursuant to a merger of Merger Sub and Voicestream effected pursuant to Delaware Law;

WHEREAS, DT has caused Merger Sub to be created under Delaware Law for the sole purpose of consummating the Merger described in Article I of the Merger Agreement;

WHEREAS, DT owns all of the outstanding capital stock of Merger Sub;

WHEREAS, pursuant to this Agreement, DT has appointed the Escrow Agent for the period beginning one day prior to the Effective Time and ending at the Effective Time, unless terminated sooner by DT in its sole discretion, as its fiduciary, to become the registered holder of all of the issued and outstanding shares of common stock, par value \$0.000001 per share, of Merger Sub subject to the terms and conditions of this Agreement and solely for the purpose of consummating the transactions described in Article I of this Merger Agreement;

WHEREAS, at the Effective Time, the Management Board of DT shall approve a resolution (with the Supervisory Board of DT's consent) increasing the share capital of DT by the number of shares necessary to effect the DT Contribution;

WHEREAS, at the Effective Time, Merger Sub shall be merged with and into Voicestream, with Voicestream as the surviving corporation (the "Surviving Corporation"), and (i) in the Merger, each share of common stock, par value \$0.001 per share, of Voicestream ("Voicestream Common Shares") issued and outstanding immediately prior to such Effective Time (other than treasury stock and stock held by DT, which shall be cancelled, or shares the holder of which perfects dissenters' rights under Delaware Law) shall be converted into the right to receive without any action on the part of the holder thereof, the Merger Consideration as provided for in Section 1.05 of the Merger Agreement;

WHEREAS, immediately following the Effective Time, the Surviving Corporation shall issue to the Escrow Agent a number of shares of newly issued, fully-paid and non-assessable common stock, \$0.000001 par value, of the Surviving Corporation equal to the total number of Voicestream Common Shares outstanding immediately prior to the Merger (the "Surviving Corporation Common Shares") in consideration of the payment by the Escrow Agent to the Surviving Corporation of an amount equal to the product of the number of Surviving Corporation Common Shares and the par value of such shares;

WHEREAS, as soon as possible after the Effective Time, the Escrow Agent (i) shall subscribe, for the account of the former holders of Voicestream Common Shares and the other Merger Consideration Recipients, to that number of newly issued DT Ordinary Shares as constitute the aggregate Stock Consideration and (ii) shall transfer, for the account of the former holders of Voicestream Common Shares, all of the issued and outstanding shares of the Surviving Corporation to DT as a contribution in kind, which contribution shall be made, to the extent permissible under German law and acceptable to the Commercial Register, subject to the condition precedent that DT issue DT Ordinary Shares pursuant to the DT Contribution;

WHEREAS, the Merger Agreement provides that as soon as possible after the Effective Time, DT shall take such actions as are necessary or appropriate to have prepared an auditor's report establishing that the value of the newly issued Surviving Corporation Common Shares contributed by the Escrow Agent, for the account of the former holders of Voicestream Common Shares, to DT is at least equal to the nominal value of the Ordinary Shares to be issued by DT pursuant to the DT Contribution, and shall apply for registration for implementation of the capital increase for the issuance of the DT Ordinary Shares in respect of the DT Contribution;

WHEREAS, the Merger Agreement provides that, upon registration of the implementation of the capital increase, DT shall issue and deliver new DT Ordinary Shares and cash, equal to the Merger Consideration, in respect of the DT Contribution;

WHEREAS, Voicestream wishes to appoint the Escrow Agent to act, from and after the Effective Time, as the fiduciary of its shareholders solely to effect the DT Contribution and to receive the Merger Consideration from DT following the Effective Time and subject to all of the provisions and limitations of this Agreement;

WHEREAS, the Escrow Agent shall deliver the Merger Consideration to the Merger Consideration Recipients in accordance with the Merger Agreement; and

WHEREAS, it is presently anticipated that the Effective Time will occur as soon as practicable after satisfaction or, to the extent permitted under the Merger Agreement, waiver of all conditions to the Merger.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, the parties hereto hereby agree as follows:

ARTICLE I. DEFINITIONS

Section 1.01. Merger Agreement Definitions. Capitalized terms used in this Agreement (including the recitals hereto) and not otherwise expressly defined herein shall have the meanings ascribed to them in the Merger Agreement.

Section 1.02. Other Definitions.

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

“**DT Contribution**” shall mean the contribution, for the account of the former holders of Voicestream Common Shares, by the Escrow Agent of the Surviving Corporation Common Shares to DT in exchange for DT Ordinary Shares subscribed for by the Escrow Agent and to be issued by DT (pursuant to its share capital increase) to the Escrow Agent (pursuant to the subscription by the Escrow Agent) for the account of the former holders of Voicestream Common Shares and the other Merger Consideration Recipients, in accordance with the Contribution Agreement.

“**DT Merger Excess Shares**” shall have the meaning set forth in Section 3.06(b) hereof.

“**DT Merger Shares**” shall mean the DT Ordinary Shares to be issued by DT pursuant to the Merger Agreement.

“**DT Share Register**” shall mean the share register (*Aktienbuch*) as required under Section 67 of the German Stock Corporation Law (*Aktiengesetz*), maintained on behalf and under the responsibility of the management board (*Vorstand*) of DT by [_____] as German transfer agent], and [_____] as U.S. Transfer Agent and subagent of _____ the German Transfer Agent.

“**Contribution Agreement**” shall mean the contribution agreement to be entered into between the Escrow Agent and DT.

“**Distribution Fund**” shall mean the aggregate Merger Consideration issued to the Escrow Agent, for the account of the Merger Consideration Recipients.

“**Escrow Agent**” shall have the meaning set forth in the preamble hereof.

“**Former Voicestream Shareholdings**” shall mean, with respect to any former holder of Voicestream Common Shares, the shares of Voicestream Common Shares held of record by such holder immediately prior to the Effective Time, whether in certificated or uncertificated form.

“**Guidelines**” shall have the meaning set forth in Section 3.08(d) hereof.

“**Indemnified Party**” shall have the meaning set forth in Section 9.01(a) hereof.

“**Losses**” shall have the meaning set forth in Section 9.01(a) hereof.

“Merger Agreement” shall have the meaning set forth in the recitals hereto.

“Merger Sub” shall have the meaning set forth in the recitals hereto.

“Voicestream” shall have the meaning set forth in the preamble hereof and, following the Merger, shall mean the Surviving Corporation.

“Voicestream Common Shares” shall have the meaning set forth in the recitals hereto.

“Nondelivering Stockholder” shall have the meaning set forth in Section 3.07 hereof.

“Proceeding” shall have the meaning set forth in Section 9.01(c) hereof.

“Record Shareholder List” shall have the meaning set forth in Section 3.11(b) hereof.

“Representing Party” shall have the meaning set forth in Section 5.01(a).

“Return Envelope” shall have the meaning set forth in Section 3.08(e) hereof.

“Securities Act” shall have the meaning set forth in Section 4.02(b) hereof.

“Stockholder Letter” shall have the meaning set forth in Section 3.08(a) hereof.

“Stop-Transfer List” shall have the meaning set forth in Section 3.11(a) hereof.

“Surviving Corporation” shall have the meaning set forth in the recitals hereto.

“Surviving Corporation Common Shares” shall have the meaning set forth in the recitals hereto.

“Termination Date” shall have the meaning set forth in Section 11.01(a) hereof.

“Transmittal Form” shall have the meaning set forth in Section 3.08(b) hereof.

“Uncertificated Voicestream Shares” shall mean any Voicestream Common Shares held in **uncertificated** form immediately prior to the Effective Time.

“U.S. Sub-agent” shall have the meaning set forth in Section 3.09 hereof.

“U.S. Sub-Agent’s Direct Registration System” shall mean the system by which a person may be entered in the DT Share Register as registered owner of a specified number of DT Ordinary Shares but no certificate is issued in the name of such holder, such DT Ordinary Shares being instead represented by a global certificate held by the Sub-agent for the account of such holder.

ARTICLE II. APPOINTMENT

Section 2.01. Appointment. (a) DT and Voicestream hereby confirm the appointment of [] to act as the Escrow Agent in connection with the Merger upon the terms and subject to the conditions set forth in this Agreement, and the Escrow Agent hereby accepts such appointment.

(b) For the period commencing one day prior to the Effective Time and ending on the Effective Time, unless such appointment is terminated pursuant to Section 10 of this Agreement, the Escrow Agent is appointed by DT as the record owner of the Merger Sub Shares, will hold such Merger Sub shares in a fiduciary capacity for DT and is authorized to act in accordance with and subject to the terms of this Agreement, solely as the fiduciary of DT in this capacity. The Escrow Agent hereby accepts such appointment.

(c) Further, DT, and Voicestream for the period commencing at the Effective Time and thereafter, hereby appoint the Escrow Agent to perform such additional duties as are set forth in Section 4.01 hereof, in each case for the account of and as fiduciary for DT or the former holders of Voicestream Common Shares [and/or the other Merger Consideration Recipients], as the case may be, and for the sole purpose of effecting certain of the transactions contemplated by the Merger Agreement and this Agreement, and the Escrow Agent hereby accepts such appointment. Such appointment shall be upon the terms and subject to the conditions set forth in this Agreement.

ARTICLE III. EXECUTION OF THE MERGER; EXCHANGE OF SHARES

Section 3.01. Transfer of Merger Sub Shares. One day prior to the Effective Time, DT shall register all of the stock of Merger Sub in the name of the Escrow Agent as fiduciary for the benefit of DT (subject to the provisions hereof) and the Escrow Agent shall accept such transfer, in accordance with the provisions of this Agreement. DT shall remain the beneficial owner of the Merger Sub shares.

Section 3.02. Execution of the Merger. (a) No later than one day prior to the Effective Time, Escrow Agent shall, upon the direction of DT, execute a written stockholders' consent as sole holder of Merger Sub stock in favor of the consummation of the Merger. Notwithstanding anything to the contrary contained herein, Escrow Agent may not exercise any voting rights over the shares of Merger Sub prior to the Effective Time unless directed by DT.

(b) Upon written notice from DT of the favorable vote by Voicestream's shareholders in respect of the Merger, the Escrow Agent agrees to permit counsel to DT on behalf of the Escrow Agent to effect the Merger upon the terms and subject to the conditions of the Merger Agreement, including without limitation by filing the Certificate of Merger with the Delaware Secretary of State.

Section 3.03. Effective Time. The Escrow Agent shall receive written notice of the Effective Time from DT.

Section 3.04. DT Contribution. The Escrow Agent shall effect the DT Contribution in accordance with the Contribution Agreement. [If DT fails to deliver the Merger

Consideration within [] days in connection with the DT Contribution, the DT Contribution shall be null and void in accordance with the terms of the Contribution Agreement and the former holders of Voicestream Common Shares shall be entitled to receive from the Escrow Agent that number of shares of Surviving Corporation equal to the number of Voicestream Common Shares such holder owned immediately prior to the Effective Time.]

Section 3.05. Issuance and Exchange of Shares. (a) Immediately following the Effective Time, the Surviving Corporation shall issue the Surviving Corporation Common Shares to the Escrow Agent as sole and unrestricted record and legal owner thereof, but acting as fiduciary (subject to this Agreement) for the former holders of Voicestream Common Shares and the Escrow Agent shall pay to the Surviving Corporation, in consideration of this issuance, an amount equal to the product of the number of Surviving Corporation Common Shares and the par value of such shares.

(b) The Escrow Agent shall, in accordance with and subject to its duties and obligations as set forth in the provisions of this Agreement, accept the issuance by the Surviving Corporation of the Surviving Corporation Common Shares and receive and administer the delivery of the Merger Consideration as provided in this Agreement.

Section 3.06. Transfer of Merger Consideration to Certain Merger Consideration Recipients. [As soon as possible] after the receipt by the Escrow Agent of the aggregate Merger Consideration payable to all of the Merger Consideration Recipients, the Escrow Agent shall deliver (i) to the Cook Inlet Partners Shares Trustee, the Cash Inlet Partners Shares Trust Amount, (ii) to the 7% Convertible Preferred Shares Trustee, the 7% Convertible Preferred Shares Trust Amount, (iii) to the Options Trustee, the Option Amount, (iv) to the Restricted Shares Trustee, the Restricted Share Amount, (v) to the Dissenting Stockholders Trustee, the Dissenting Shareholder Amount, and (vi) to the Warrant Trustee, the Warrant Amount.

Section 3.07. Shares, Options and Awards Not Exchangeable. No exchange shall be made for (a) shares of Voicestream Common Shares held by Voicestream as treasury stock at the Effective Time or (b) shares of Voicestream Common Shares held by DT.

Section 3.08. Fractional Shares. [(a) In lieu of any fractional DT Ordinary Share or DT Depositary Share into which Voicestream Common Shares would otherwise be converted, the Escrow Agent shall distribute, in accordance with the provisions of this Section 3.08, cash to the Merger Consideration Recipients.

(b) As promptly as practicable following the Effective Time, the Escrow Agent shall determine the excess of the aggregate number of DT Ordinary Shares delivered to it over the aggregate number of whole DT Ordinary Shares or DT Depositary Shares to be distributed in connection with the Merger (the "Excess Shares" or "Excess ADSs", respectively), and the Escrow Agent shall on behalf of the former holders of Voicestream Common Shares [and Other Merger Consideration Recipients], sell the Excess Shares or Excess ADSs [on the FSE or NYSE], respectively, as provided hereinafter. The sale of the Excess Shares by the Escrow Agent shall be executed [on the NYSE or FSE] through one or more member firms of the NYSE or FSE and shall be executed in round lots to the extent practicable. The Escrow Agent shall use

reasonable efforts to complete the sale of the Excess Shares or Excess ADSs as promptly following the Effective Time, in its sole judgment, is practicable consistent with obtaining the best execution of such sales in light of prevailing market conditions. Until the proceeds of such sale or sales have been distributed to the Merger Consideration Recipients, the Escrow Agent shall hold such proceeds in trust for such holders (the "Common Shares Trust"). All commissions, transfer taxes and out-of-pocket transaction costs incurred in connection with such sale of the Excess Shares or Excess ADSs shall be paid by Voicestream. The Escrow Agent shall determine the portion of the Common Shares Trust to which each Merger Consideration Recipient is entitled, if any, by multiplying the amount of the aggregate proceeds comprising the Common Shares Trust by a fraction, the numerator of which is the amount of the fractional share interest to which such holder is entitled and the denominator of which is the aggregate amount of fractional share interests to which all Merger Consideration Recipients are entitled pursuant to the Merger.]

(c) As soon as practicable after the determination of the amount of cash, if any, to be paid to Merger Consideration Recipients with respect to fractional share interests and, in the case of former holders of Voicestream Common Shares evidenced by Certificates, surrender of the Certificates representing such shares together with Transmittal Form properly completed and executed pursuant to Section 3.11, the Escrow Agent shall make available such amounts to such holders.

[Section 3.09. Dividends and Distributions. DT shall pay to the Escrow Agent, for the account of former stockholders of Voicestream that have not surrendered their Certificates for cancellation as provided herein ("Nondelivering Stockholders"), as and when declared and paid by DT, the amount of any dividends or distributions as provided in Section 4.02, and the Escrow Agent shall include such amount in the aggregate Distribution Fund to be held and distributed as provided in Section 4.02.]

Section 3.10. Delivery of Documents. In connection with the appointment of the Escrow Agent pursuant to Section 2.01(a), DT and Voicestream herewith deliver to the Escrow Agent the following documents:

(a) a specimen letter from Voicestream to Voicestream stockholders (the "Stockholder Letter") (Annex 1) advising them of the effectiveness of the transactions contemplated by the Merger Agreement and enclosing the Transmittal Form referred to below;

(b) a specimen transmittal form (including instructions as to the use thereof and bearing, on the reverse thereof, a substitute Form W-9) (the "Transmittal Form") to be used by Voicestream stockholders in surrendering the Certificates (Annex 2);

(c) a Form W-8 "Certificate of Foreign Status" ("Form W-8") to be used by certain holders of Voicestream Common Shares in surrendering their Former Voicestream Shareholdings.

(d) a specimen of the Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 (the "Guidelines") (Annex 3) to be used by certain Voicestream stockholders in completing the substitute Form W-9 on the reverse side of the Transmittal Form;

(e) a specimen No. 11 return envelope addressed to the Escrow Agent (the "Return Envelope") to be used by Voicestream stockholders in returning duly executed and complete Transmittal Forms together with Certificates, if applicable; and

(f) a specimen 9 x 12 outgoing window envelope with the return address of the Escrow Agent to be used by the Escrow Agent in mailing to Voicestream stockholders each of the items listed in sub-paragraphs (a) through (e) of this Section.

Section 3.11. Form in Which DT Ordinary Shares and DT ADSs Are to be Distributed. The Escrow Agent shall request _____ in its capacity as the U.S. sub-agent (the "U.S. Sub-agent") of _____ [German Transfer Agent], as transfer agent for the DT Ordinary Shares, to deliver through the U.S. Sub-agent's Direct Registration System to or to the order of (i) each former holder of Voicestream Common Shares surrendering Certificates together with a Transmittal Form which has been properly completed and executed pursuant to Section 3.11 hereof and (ii) each former holder of Voicestream Common Shares in the form of Uncertificated Shares delivering a Transmittal Form which has been properly completed and executed pursuant to Section 3.11 hereof, the number of whole DT Ordinary Shares or DT ADSs to which such former holder is entitled at the time of delivery of all of the Merger Consideration by DT to the Escrow Agent and to register such DT Ordinary Shares or DT ADSs in the name of such former holder or, subject to Section 3.13(d) hereof, the name specified by such former holder on the DT Share Register and mailing to such former holder or such other person a notice of such registration.

Section 3.12. Requisition of DT Ordinary Shares. In its capacity as Escrow Agent hereunder, the Escrow Agent is authorized and directed to requisition from the U.S. Sub-agent DT Ordinary Shares or DT ADSs in such names and amounts as will enable it to distribute the same in accordance with the provisions of Sections 3.05 and 3.11 hereof.

Section 3.13. Instructions. In accordance with the appointment set forth in Section 2.01(a) hereof, the Escrow Agent is hereby instructed by DT and Voicestream to do the following:

(a) **Receipt of Records from Transfer Agent for Voicestream Common Shares.** Voicestream shall timely instruct the transfer agent for the Voicestream Common Shares to deliver to the Escrow Agent (i) a certified list in magnetic form (the "Record Shareholder List") with updates to show the holders of record of Voicestream Common Shares as of the Effective Time and (ii) a separate list (the "Stop-Transfer List"), as of such time, as to lost, stolen, destroyed or otherwise invalid certificates for Voicestream Common Shares, all in the manner separately agreed with such transfer agent. The transfer agent for the Voicestream Common Shares will also be instructed at such time to close permanently the stock transfer books for the Voicestream Common Shares as of the Effective Time. The records delivered by the transfer agent for the Common Stock to the Escrow Agent will include the names, addresses, account numbers of the holders of Voicestream Common Shares, shares outstanding and certificate details. The Escrow Agent shall arrange with the transfer agent for the Voicestream Common Shares to receive appropriate records, in the form agreeable to the Escrow Agent, necessary to exchange certificates for Voicestream Common Shares.

(b) Mailing of Transmittal Form. Promptly after the Effective Time, the Escrow Agent shall mail, by first class mail, postage prepaid, to each former holder of record of shares of Voicestream Common Shares as of the Effective Time (i) a copy of the Stockholder Letter, (ii) a copy of the Transmittal Form, (iii) a copy of the Guidelines, (iv) a copy of Form W-8 and (v) a Return Envelope. The Escrow Agent shall give DT written notice upon completion of such mailing. From and after the Effective Time, the Escrow Agent shall also make Transmittal Forms available, at its address set forth in Section 11.01 hereof, to those holders of Voicestream Common Shares seeking to deliver their Certificates for exchange. Copies of each of the items referred to in Section 3.10 hereof will be furnished to the Escrow Agent by or on behalf of Voicestream and DT in sufficient quantities and in adequate time to enable the mailing to be carried out. Three months following the Effective Time or when DT shall otherwise request, the Escrow Agent shall mail to each Nondelivering Stockholder, a second copy of the Stockholder Letter, the Transmittal Form, the Guidelines, a Form W-8 and a Return Envelope, together with any additional information provided to the Escrow Agent by DT for inclusion in such mailing.

(c) Examination of Letters of Transmittal and Certificates. (i) Promptly upon receipt from a former stockholder of Voicestream of a Transmittal Form and one or more Certificates, the Escrow Agent shall examine each such certificate and the accompanying Transmittal Form and any other documents reasonably required by the Escrow Agent, Voicestream or DT to (i) determine that such Transmittal Form is properly completed and duly executed in accordance with the instructions thereon, (ii) the certificates for Voicestream Common Shares appear to be properly surrendered and, if appropriate, endorsed for transfer, (iii) the other documents, if any, used in the exchange appear to be duly executed and properly completed and in the proper form and (iv) verify that such Certificates do not appear on the Stop-Transfer List.

(ii) Upon receipt by the Escrow Agent of any Certificates which appears on the Stop-Transfer List, the Escrow Agent shall promptly notify Voicestream and DT that it has received such Certificates, specifying the Certificate numbers, the number of shares of Voicestream Common Shares formerly represented by such Certificates and the name appearing on such Certificates, and it shall hold such Certificates and the accompanying Transmittal Form and any other related materials pending receipt of further instructions from DT.

(iii) In cases where the Transmittal Form has been improperly completed or executed or where any Certificate presented for surrender is not in proper form for surrender and, if applicable, transfer, or if some irregularity exists in connection with their surrender, including any discrepancy with the stock records of Voicestream supplied to the Escrow Agent, the Escrow Agent shall endeavor to take such reasonable actions as are necessary to cause such irregularity to be corrected. In this regard, the Escrow Agent shall not be required to accept delivery of any such Certificate until it is authorized in writing by DT to waive any irregularity in connection with the surrender of such Certificate.

(d) Transfer Upon Surrender of Certificates. If any portion of the DT Merger Shares deliverable in respect of Voicestream Common Shares is to be registered in the name of or paid to a person other than the registered holder of such Voicestream Common Shares, it shall be a condition to such registration or payment that (i) the signature of such former holder of the

Transmittal Form be guaranteed or such Voicestream Common Shares shall otherwise be in proper form for transfer and (ii) the person requesting such exchange shall provide such other information as may be requested by the Escrow Agent or DT in order to ascertain that the person other than such registered holder is entitled to receive the DT Ordinary Shares and shall either (A) pay to the Escrow Agent any transfer or other tax required as a result of such issuance or payment to a person other than the registered holder of such Voicestream Common Shares or (B) establish to the satisfaction of the Escrow Agent and DT that such tax has been paid or is not payable.

(e) Exchange of Shares. In connection with the exchange of shares provided for in Section 3.05 hereof, subject to receipt and examination by the Escrow Agent of a Transmittal Form and, in the case of Former Voicestream Shareholdings evidenced by Certificates, such Certificates, and any other documents and making the determinations and verifications set forth in this Section the Escrow Agent shall, as soon as practicable:

(i) cancel surrendered Certificates in accordance with its normal procedures and hold the same in safekeeping pending disposition in accordance with the instructions of DT;

(ii) notify DT of such receipt and cancellation, specifying the number of shares of Voicestream Common Shares received in accordance with subsection (c) above; and

(iii) (A) request registration on the DT Share Register and delivery by the U.S. Sub-agent through the U.S. Sub-agent's Direct Registration System of whole DT Ordinary Shares or DT ADSs in accordance with the instructions in the applicable Transmittal Form and the provisions of Section 3.03, and (B) mail a check in respect of any Cash Consideration or fractional DT Ordinary Share or DT ADSs for the amount calculated pursuant to Section 3.06 by first-class mail, if sent within the United States, Puerto Rico and Canada, or by air mail, if sent outside the United States, Puerto Rico or Canada.

(f) Taxes. The Escrow Agent is hereby authorized and instructed to comply with all requirements under the tax laws of the United States, including those relating to missing taxpayer identification numbers, and to file any appropriate reports with the IRS, including Form 1099-B (Statement for Recipients from Broker and Barter Exchange Transactions) with respect to any payment made by the Escrow Agent hereunder. The Escrow Agent may be required to deduct 31% from any payments to holders who have not supplied their correct taxpayer identification number or required certification. Such funds will be turned over to the IRS by the Escrow Agent on a timely basis in accordance with applicable laws and regulations.

(g) Lost, Stolen or Destroyed Certificates. If any Nondelivering Stockholder reports to the Escrow Agent that his or her failure to surrender a Certificate representing any shares of Voicestream Common Shares registered in his or her name at the Effective Time according to the Record Shareholder List is due to the loss, theft or destruction of his or her Certificate(s), the Escrow Agent will require such Nondelivering Stockholder to furnish an affidavit of loss in a form satisfactory to it and a bond of indemnity on its standard loss security blanket bond form. Upon receipt of such affidavit of loss and bond of indemnity, the Escrow Agent shall effect payment and delivery to such Nondelivering Stockholder as though he or she had surrendered his or her Certificate(s) and shall notify the U.S. Sub-agent and request a

notation on the DT Share Register of such stockholder and add such Certificate(s) to the Stop-Transfer List, whereupon such holder shall no longer be a Nondelivering Stockholder for purposes of this Agreement.

[(h) Information Reports. The Escrow Agent shall furnish to Voicestream and DT on the last business day of every week, or more frequently upon reasonable request by Voicestream or DT, reports in tabular form showing:

- (i) the number of shares of Voicestream Common Shares surrendered;
- (ii) the number of DT Ordinary Shares or DT ADSs delivered in payment of the U.S. Merger Consideration and in respect of the Other Merger Consideration Recipients;
- (iii) the amount of cash distributed (A) in respect of fractional shares of DT Ordinary Shares or DT ADSs as provided in Section 3.06 hereof; (B) in respect of dividends or other distributions as provided in Section 3.07 hereof; and (C) in respect of the Cash Consideration; and
- (iv) such other information as DT may reasonably request.

ARTICLE IV. ADDITIONAL RIGHTS AND DUTIES OF THE ESCROW AGENT

Section 4.01. Additional Duties of the Escrow Agent. (a) Subject to subsection (b), the Escrow Agent agrees to perform the following additional duties in connection with its appointment pursuant to Section 2.01(b):

(i) One day prior to the Merger, the Escrow Agent shall become the sole registered holder of all issued and outstanding shares of the common stock, par value \$0.000001 per share, of Merger Sub, acting as fiduciary for DT. The Escrow Agent will not hold any beneficial interest in the shares of Merger Sub but will only act as a fiduciary of DT, in accordance with the terms of this Agreement, for the sole purpose of effecting the Merger.

(ii) Immediately following the Effective Time, the Escrow Agent shall become the sole registered holder of the Surviving Corporation Common Shares.

(iii) As soon as possible following the Effective Time, the Escrow Agent shall enter into the Contribution Agreement, make the representations and warranties set forth therein and execute the related subscription declaration required under German law and, pursuant to the Contribution Agreement, as sole and unrestricted legal owner shall, after the Effective Time, transfer all of the Surviving Corporation Common Shares to DT as a contribution in kind and shall accept delivery of the DT Merger Shares for the account of the former holders of Voicestream Common Shares and the other Merger Consideration Recipients as contemplated in the Merger Agreement.

(b) The parties to this Agreement acknowledge that the Escrow Agent shall perform the duties set forth in Article III this Section 4.01 and elsewhere in this Agreement at the request of Voicestream and DT solely to facilitate effecting the transactions contemplated by the

Merger Agreement for the benefit and account of DT prior to the Effective Time, and, following the Effective Time, for the account of such persons who were holders of Voicestream Common Shares immediately prior to the Effective Time and the other Merger Consideration Recipients. The parties to this Agreement acknowledge and agree that the Escrow Agent shall not be deemed to act as a principal but only as an agent and fiduciary as set forth in Section 2.01 and shall have no duty or obligation in connection with its appointment pursuant to Section 2.01(b) hereof, whether express or implied, whether as trustee, fiduciary or otherwise, other than as expressly set forth in or contemplated by this Agreement.

(c) Prior to the Effective Time the Escrow Agent shall enter into the 7% Convertible Preferred Shares Trust Agreement, the Options Trust Agreement, the Restricted Shares Trust Agreement, the Dissenting Stockholders Trust Agreement and the Cook Inlet Partners Shares Trust Agreement[, each in a form reasonably acceptable to the Escrow Agent, Voicestream and DT.

Section 4.02. Dividends and Other Cash Distributions. (a) All dividends and other distributions received by the Escrow Agent on or with respect to shares of common stock of Merger Sub, or with respect to the Surviving Corporation Common Shares or DT Merger Shares, shall be held, without interest and net of all taxes, by the Escrow Agent for the account of DT (in the case of Merger Sub shares) or the former holders of Voicestream Common Shares [and other Merger Consideration Recipients] (in the case of Surviving Corporation Common Shares or DT Merger Shares) for payment to such persons in accordance with the provisions of this Agreement, as the case may be; it being understood that the Escrow Agent is authorized to reduce any such payment by the amount of any tax which the Escrow Agent may be required to withhold under applicable law. The Escrow Agent shall not be required to distribute any amount that would attribute to any such former holder a fraction of one cent; any such fractional amounts shall be rounded to the nearest whole cent and so distributed accordingly.

(b) The Escrow Agent shall cause any distributions in securities or property other than cash received by it on or with respect to the Surviving Corporation Common Shares or any DT Merger Shares to be distributed to the former holders of Voicestream Common Shares [and other Merger Consideration Recipients] entitled thereto in accordance with the provisions of this Agreement, as the case may be, after deduction or upon payment of any fees and expenses of the Escrow Agent as provided pursuant to Section 8.01 hereof or any taxes or other governmental charges applicable thereto, in any manner that the Escrow Agent may, after consultation with DT, deem equitable and practicable for accomplishing such distribution; provided, however, that if in the reasonable opinion of the Escrow Agent such distribution cannot be made proportionately among the former holders of Voicestream Common Shares and the other Merger Consideration Recipients entitled thereto, or if for any other reason (including, but not limited to, any requirement for withholding an amount on account of taxes or other governmental charges or that such securities are required to be registered under the Securities Act in order to be so distributed) the Escrow Agent deems such distribution not to be feasible, the Escrow Agent may, after consultation with DT, adopt such method as it may deem equitable and practicable for the purpose of effecting such distribution, including, but not limited to, the public or private sale of the securities or property thus received, or any part thereof, and the net proceeds of any such sale (after deduction or upon payment of any fees and expenses of the Escrow Agent as provided pursuant to Section 8.01 hereof) shall be distributed by the Escrow Agent to the former holders

of Voicestream Common Shares [and the other Merger Consideration Recipients] entitled thereto in accordance with the provisions of this Agreement, as the case may be, all in the manner and subject to the conditions described in subsection (a) above. The Escrow Agent shall not be required to make any distribution under this Section 4.02(b), and may withhold any such distribution, if it has not received satisfactory assurances from DT or Voicestream as the case may be, that such distribution does not require registration under the Securities Act of any securities to be so distributed or is exempt from or is otherwise in compliance with the registration requirements of the Securities Act.

Section 4.03. Discretionary Corporate Action. Whenever any Merger Sub Common Shares, Surviving Corporation Common Shares or DT Merger Shares confer optional rights on the registered holder thereof or provide for discretionary action or alternative courses of action by the registered holder thereof, the Escrow Agent shall have no responsibility and shall take no action with respect thereto.

Section 4.04. Rights Offerings. In the event that DT, Voicestream or the Surviving Corporation shall offer or cause to be offered to the registered holders of common stock of the Surviving Corporation or any DT Merger Shares any rights to subscribe for additional securities or any rights of any other nature, and, in the case of DT Merger Shares, the U.S. Sub-agent makes such rights available to U.S. holders of DT Ordinary Shares or DT ADSs, and provided the Escrow Agent determines in its discretion that it is lawful and feasible to do so, the Escrow Agent shall distribute such rights to the former holders of Voicestream Common Shares [and the other Merger Consideration Recipients] in accordance with the provisions of Section 3.05(b) or 3.13(e) of this Agreement, as the case may be. If any such rights expire prior to such distribution, the Escrow Agent shall allow such rights to lapse. The Escrow Agent shall not have any duty to sell rights. The Escrow Agent shall not distribute rights to former holders of Voicestream Common Shares [and the other Merger Consideration Recipients] unless both the rights and the securities to which such rights relate are either exempt from registration under the Securities Act with respect to a distribution to all former holders of Voicestream Common Shares [or the other Merger Consideration Recipients] or are registered under the provisions of the Securities Act. The Escrow Agent shall not be responsible for any error in its determination whether it is lawful or feasible to make such rights available to former holders of Voicestream Common Shares [or the other Merger Consideration Recipients] in general or any such former holder in particular.]

Section 4.05. Voting. Through the Effective Time, the voting rights of all Merger Sub Shares shall be exercised by the Escrow Agent solely at the written direction of DT including, without limitation, in respect of all matters related to the Merger. Until delivery by DT of the DT Merger Shares, the Escrow Agent shall exercise the voting rights corresponding to the Surviving Corporation Common Shares and the DT Merger Shares solely at the direction of the former holders of Voicestream Common Shares [or the other Merger Consideration Recipients] or their duly authorized designee or designees. DT and the Escrow Agent shall jointly, or shall jointly appoint an agent to, mail to such former holders or their duly authorized designee or designees any documents (including proxy statements, annual reports and proxy forms) relating to the exercise of such voting rights. [The Escrow Agent shall have no duties in connection with the exercise of voting rights by the former holders of Voicestream Common Shares [or the other Merger Consideration Recipients] or their duly authorized designee or

designees, and, except as otherwise specifically provided in this Agreement, the Escrow Agent shall not exercise any voting rights with respect to any shares of common stock of Merger Sub, or the Surviving Corporation Common Shares or any DT Merger Shares as to which the Escrow Agent becomes the registered holder pursuant to this Agreement.]

Section 4.06. Taxes. The Escrow Agent shall not be responsible or liable for the payment of or, if applicable, the reclamation of, any taxes, assessments, duties or other governmental charges with respect to any of the shares of Voicestream Common Shares, common stock of Merger Sub or the Surviving Corporation or DT Ordinary Shares or DT ADSs. DT shall indemnify the Escrow Agent for any taxes, assessment, juries or other governmental charges with respect to the Merger Sub or the Merger Sub Shares. The former holders of Voicestream Common Shares and the other Merger Consideration Recipients shall be responsible for the payment of any such taxes, assessments, duties or other governmental charges and for any reclamations as their interests shall appear. The Escrow Agent is authorized to deduct from any cash payment held by it for the account of a former holder of Voicestream Common Shares [or the other Merger Consideration Recipients] any taxes, assessments, duties or other governmental charges and any interest or penalty with respect thereto which it may be required to pay and to pay such amount to the applicable governmental authority. Notwithstanding the foregoing, Voicestream shall be responsible for (and shall not directly or indirectly be reimbursed by DT for) any real property transfer or gains, sales, use, transfer, value added, stock transfer and stamp taxes, any transfer, recording, registration and other fees or any similar taxes (and any penalties, interest or judgment with respect to such taxes and fees) that become payable in connection with the transactions contemplated by this Agreement.

Section 4.07. Transfers by Escrow Agent. The Escrow Agent shall not sell, assign or transfer any shares of Merger Sub, the Surviving Corporation Common Shares, the DT Merger Shares, DT ADSs or other securities of which it is the registered holder except in accordance with the provisions of this Agreement, the Merger Agreement and the Contribution Agreement, as applicable. Prior to the Effective Time, the Escrow Agent shall have no right to sell, assign, transfer or otherwise dispose of the shares of the common stock of Merger Sub unless directed in writing by DT to do so. If prior to the Effective Time, DT directs the Escrow Agent to sell, assign, transfer or dispose of the Merger Sub Shares, any proceeds received in exchange for the Merger Sub Shares shall be paid over to DT. The Escrow Agent shall make a contribution in kind to DT of the Surviving Corporation Common Shares solely for the account of the former holders of Voicestream Common Shares in accordance with its obligations under this Agreement, and shall receive DT Ordinary Shares, DT ADSs, or cash in exchange therefor solely for the account of the former holders of Voicestream Common Shares and Other Merger Consideration Recipients and not for its own account. Following the DT Capital Contribution, the Escrow Agent shall dispose of the Merger Consideration so received only by distributing such Merger Consideration to the former holders of Voicestream Common Shares [and the other Merger Consideration Recipients] as provided in this Agreement.

ARTICLE V. REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 5.01. Representations, Warranties and Covenants. (a) Each of DT and Voicestream (each such party making such representations and warranties being referred to as the "Representing Party") hereby represents and warrants to the Escrow Agent as follows:

(1) Corporate Organization. The Representing Party is a corporation duly incorporated, validly existing and, to the extent applicable, in good standing under the laws of the jurisdiction of its incorporation, except where the failure to be in good standing would not reasonably be expected to prevent the consummation of the transactions contemplated hereby, and has the corporate power and authority to enter into, and perform its obligations under, this Agreement, the Merger Agreement and, in the case of DT, the Contribution Agreement. Voicestream has made available to the Exchange Agent true and complete copies of its Certificate of Incorporation and By-Laws, and DT has made available to the Exchange Agent a true and complete copy of its Memorandum and Articles of Association (*Satzung*) and an English translation thereof.

(2) Authority. (A) The execution, delivery and performance of this Agreement, the Merger Agreement and, in the case of DT, the Contribution Agreement by the Representing Party and the consummation by the Representing Party of the transactions contemplated hereby and thereby have been duly authorized by its Board of Directors, Management Board (*Vorstand*) or Supervisory Board (*Aufsichtsrat*), as the case may be, and no other corporate action on the part of the Representing Party is necessary to authorize this Agreement, the Combination Agreement and, in the case of DT, the Contribution Agreement or the transactions contemplated hereby or thereby, except for such action as would not materially adversely affect the rights or obligations of the Escrow Agent hereunder. (B) Upon execution and delivery of the Contribution Agreement, the execution, delivery and performance of the Contribution Agreement by DT and the consummation by DT of the transactions contemplated thereby will have been duly authorized by its Management Board (*Vorstand*) or Supervisory Board (*Aufsichtsrat*), as the case may be, and no other corporate action on the part of DT will be necessary to authorize the Contribution Agreement or the transactions contemplated thereby, except for such action as would not materially adversely affect the rights or obligations of the Escrow Agent hereunder. (C) Each of this Agreement and the Merger Agreement has been duly and validly executed and delivered by the Representing Party and is a valid and binding agreement of the Representing Party, enforceable against such Representing Party in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles. (D) Upon delivery of the Contribution Agreement, the Contribution Agreement will have been duly and validly executed and delivered by DT and will be a valid and binding agreement of DT, enforceable against DT in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(3) Consents and Approvals; No Violation. No filing with, and no permit, authorization, consent or approval of, any court or other governmental entity, by any person, is necessary for the execution or delivery of this Agreement by the Representing Party, except such as have already been made or given and except where the failure to make any filing with, or to obtain any permit, authorization, consent or approval of, any governmental entity would not materially adversely affect the rights or obligations of the Escrow Agent hereunder. Neither the execution, delivery or performance of this Agreement, the Combination Agreement and, in the case of DT, the Contribution Agreement by the Representing Party nor the consummation by such Representing Party of the transactions contemplated hereby, will (A) violate or conflict with any provision of the certificate of incorporation, Memorandum and Articles of Association

(Satzung), the Management Board (*Vorstand*) Rules of Procedure (*Geschäftsordnung*) or by-laws or other similar governing documents of the Representing Party or any of its subsidiaries, (B) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, vesting, payment, exercise, acceleration, suspension or revocation) under any of the provisions of any note, bond, mortgage, deed of trust, security interest, indenture, license, contract, agreement, plan or other instrument or obligation to which the Representing Party or any of its subsidiaries is a party or by which any of them or any of their properties or assets may be bound, or (C) violate any order, writ, injunction, decree, judgment, statute, rule or regulation applicable to the Representing Party or its subsidiaries or any of their respective properties or assets, result in the creation or imposition of any encumbrance on any asset of the Representing Party or any of its subsidiaries, except in the case of each of the foregoing clauses (A) through (C) for violations, breaches, defaults, terminations, cancellations, accelerations, creations, impositions, suspensions or revocations which would not or would not be reasonably likely to materially adversely affect the rights or obligations of the Escrow Agent under this Agreement.

(b) DT represents, warrants and covenants to the Escrow Agent as follows:

(1) Capital Stock of Merger Sub. Upon transfer of the common stock of Merger Sub to the Escrow Agent pursuant to Section 4.01(a)(i) hereof, (A) the outstanding capital stock of Merger Sub will consist of [] shares of common stock, par value of \$0.000001 per share, and all of such shares will be duly authorized, validly issued, fully paid and nonassessable, and (B) the Escrow Agent will be the record holder of such shares as the fiduciary of DT free of any encumbrance or rights of any person, other than DT and except for any encumbrance created by the Merger Agreement, the Contribution Agreement, this Agreement or by the Escrow Agent.

(2) Capital Stock of Surviving Corporation. As of the Effective Time and as of the time the Escrow Agent transfers shares of common stock of Surviving Corporation to DT pursuant to the Contribution Agreement for the account of the former holders of Voicestream Common Shares, the outstanding capital stock of Surviving Corporation will consist of [] shares of common stock, \$0.000001 par value per share, and all of such shares will be duly authorized, validly issued, fully paid and nonassessable, and the Escrow Agent will hold full and valid title to such shares free of any encumbrance or rights of any person, except for any encumbrance created by the Merger Agreement, the Contribution Agreement, this Agreement or by the Escrow Agent and the rights of former holders of Voicestream Common Shares and Other Merger Consideration Recipients.

(3) Capital Stock of DT. The DT Merger Shares to be issued to the Escrow Agent will constitute all of the DT Ordinary Shares to which former holders of Voicestream Common Shares [and the other Merger Consideration Recipients] are entitled under the Merger Agreement.

(c) DT covenants to the Escrow Agent that the DT Merger Shares, upon registration thereof in the name of the Escrow Agent in accordance with Section 4.01(a)(iv), will be duly authorized, validly issued, fully paid and nonassessable and the Escrow Agent will acquire full and valid title to such shares free of any encumbrance or rights of any person, except

(i) for the rights of the former holders of Voicestream Common Shares [and the other Merger Consideration Recipients] and (ii) any encumbrance created by the Merger Agreement, the Contribution Agreement, this Agreement or by the Escrow Agent.

(d) Voicestream and DT covenant that, as of the delivery of the Merger Consideration to the Escrow Agent in accordance with Section 4.01(a)(iv) hereof, all filings with, permits, authorizations, consents and approvals of, any court or other governmental entity, by Voicestream and DT required for the delivery of the Merger Consideration to the Exchange Agent shall have been obtained or made, except for such filings, permits, authorizations, consents and approvals as would not materially adversely affect (i) the rights or obligations of the Exchange Agent hereunder or (ii) the transfer of title of such shares to the Escrow Agent for the account of the former holders of Voicestream Common Shares [and other Merger Consideration Recipients].

Section 5.02. Succession. The representations and warranties made in this Article V by each Representing Party shall be the representations and warranties of any corporation into or with which any such party may be merged or consolidated, and any such successor of each of such party shall be a party to this agreement without the execution or filing of any document or any further act.

ARTICLE VI. EFFECTIVENESS

Section 6.01. Effectiveness. This Agreement shall become effective upon its execution by the parties hereto.

ARTICLE VII. LIMITATION OF LIABILITY

Section 7.01. Limitation of Liability. In performing its duties contemplated by this Agreement, the Escrow Agent:

(a) shall have no duties or obligations other than those specifically set forth herein, and no duties or obligations shall be implied herefrom;

(b) shall have no liability or responsibility under, arising out of or in connection with this Agreement, the Merger Agreement or the Contribution Agreement or the transactions contemplated hereby, except the responsibility to perform its duties hereunder or thereunder in good faith and without negligence or willful misconduct;

(c) will be regarded as making no representations and having no responsibilities as to the validity, sufficiency, value or genuineness of any Transmittal Form or other documents deposited with or delivered to it or any signature or endorsement in connection therewith and will not be required and will make no representations as to their validity, value or genuineness;

(d) shall not be obligated to appear in or prosecute any action, suit or other proceeding which might in its reasonable judgment involve any expense or liability unless it shall have been furnished with an indemnity reasonably satisfactory to it;

(e) shall not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement, the Merger Agreement, the Contribution Agreement, the Transmittal Form, any proxy or offering materials or the certificates for Voicestream Common Shares or DT Ordinary Shares or be required to verify the same; and the Escrow Agent may rely on and shall be protected in acting upon any Transmittal Form, certificate, instrument, opinion of counsel, notice, letter, telegram, records of the transfer agent for Voicestream Common Shares or other document or security delivered to it in connection with this Agreement and reasonably believed by it to be genuine and to have been signed by the party or parties duly authorized to deliver such instruction, writing or document under the terms of this Agreement; and

(f) at the cost of DT or Voicestream, the Escrow Agent may consult with counsel for DT or Voicestream or its own counsel of recognized standing, in each case which was retained in connection with the transactions contemplated by this Agreement, and rely upon any advice of such counsel, and shall have no liability in respect of any action taken, omitted or suffered by the Escrow Agent hereunder in good faith in reliance upon, and in accordance with, any such advice.

Section 7.02. Reliance by Escrow Agent. The Escrow Agent shall not be liable, and shall be fully protected for any action taken, or omitted to be taken by it in good faith and without negligence or willful misconduct, upon any instruction of DT or Voicestream, writing or document believed by it to be genuine and to have been given, signed or made by the person or persons duly authorized to deliver such instruction, writing or document under the terms of this Agreement, and shall not be held to have any notice of any change of authority of any person until receipt of written notice thereof.

Section 7.03. Agents. The Escrow Agent may, with the prior approval of DT and Voicestream (including the estimated costs involved), employ agents or attorneys-in-fact at the expense of DT and Voicestream, and shall not be liable for any loss or expense arising out of, or in connection with, the actions or omissions to act of its agents or attorneys-in-fact, so long as the Escrow Agent acts in good faith and without negligence or willful misconduct in connection with the supervision of such agents or attorneys-in-fact.

Section 7.04. Limitations. Notwithstanding any provisions of this Agreement, the Escrow Agent shall not be under any duty or obligation to inquire into, and shall not be liable for:

(a) The validity or legality of the issue, purchase, sale or transfer, as contemplated by this Agreement, of any shares of Voicestream Common Shares, shares of Merger Sub common stock, shares of common stock of the Surviving Corporation or DT Ordinary Shares, the sufficiency of the amount to be received in connection therewith, or the authority of DT or Voicestream, as the case may be, to request such issuance, sale or transfer;

(b) The validity or legality of the declaration of any dividend by Voicestream, DT or Merger Sub or the legality of the issue of any shares of Voicestream Common Shares, shares of Merger Sub common stock, shares of common stock of the Surviving Corporation or DT Ordinary Shares in payment of any stock dividend; or

(c) The validity or legality of any recapitalization or readjustment of any shares of Voicestream Common Shares, shares of Merger Sub common stock, shares of common stock of the Surviving Corporation or DT Ordinary Shares.

Section 7.05. Money Instruments. The Escrow Agent shall not be obligated to advance any funds pursuant to this Agreement, and shall not be required to disburse any money represented by any check, draft or other instrument for the payment of money, received by it on behalf of DT, Voicestream or Merger Sub, or any stockholder or former stockholder of any of them, until the Escrow Agent actually receives and collects such funds.

Section 7.06. Prevention or Delay. Neither the Escrow Agent nor any of its directors, employees, agents or affiliates shall incur any liability to any person if, by reason of any provision of any present or future law or regulation of the United States, Germany or any other nation or political subdivision, or of any governmental or regulatory authority or stock exchange, or by reason of any provision of any securities issued or distributed by DT or Voicestream, any offering or distribution thereof, or by reason of any act of God or war or other circumstances beyond its control, the Escrow Agent shall be prevented, delayed or forbidden from, or be subject to any civil or criminal penalty on account of, doing or performing any act or thing which by the terms of this Agreement, the Merger Agreement or the Contribution Agreement it is provided shall be done or performed, provided that such delay or prevention could not have been avoided by reasonable and appropriate actions under applicable U.S. law; nor shall the Escrow Agent or any of its directors, employees, agents or affiliates incur any liability by reason of any exercise of, or failure to exercise, any discretion provided in this Agreement, the Merger Agreement or the Contribution Agreement.

ARTICLE VIII. COMPENSATION AND EXPENSES

Section 8.01. Fees and Expenses. Voicestream hereby agrees to compensate the Escrow Agent for its charges for services rendered in connection with this Agreement and to reimburse the Escrow Agent for its expenses (including (i) reasonable attorneys' fees and expenses and (ii) amounts paid in connection with the subscription by the Escrow Agent to the Surviving Corporation Common Shares), in connection with this Agreement and its performance hereunder, in each case as agreed from time to time in writing among the parties hereto; provided however that DT hereby agrees to compensate the Escrow Agent for its charges for services rendered or expenses, if any, in connection with holding the Merger Sub Shares prior to the Effective Time.

Section 8.02. Indemnity Against Expense. No provision of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of its rights. Subject to Section 6.01, the Escrow Agent shall not incur any expense in connection with, and DT hereby agrees to reimburse the Escrow Agent for, any costs or expenses (including reasonable attorneys' fees and expenses) associated with subscribing for shares as contemplated by Section 4.01 hereof and the performance of its duties pursuant to Section 2.01(b) hereof; and Voicestream hereby agrees to reimburse the Escrow Agent for any costs or expenses (including reasonable attorneys' fees and expenses) associated with entering into and taking all actions

required by the Contribution Agreement as contemplated by Section 4.01 hereof and the performance of its duties pursuant to Section 2.01(c) hereof.

ARTICLE IX. INDEMNIFICATION

Section 9.01. Indemnification. (a) DT and Voicestream shall jointly indemnify and hold harmless the Escrow Agent, its directors, employees, agents and affiliates (each an "Indemnified Party") against, and hold each of them harmless from, any loss, claim (whether with or without basis in fact or law), damage, liability, judgments, costs or other expense (including without limitation) (reasonable attorneys' fees and expenses) ("Losses"), which an Indemnified Party may sustain or incur or which may be asserted against such Indemnified Party, under the Securities Act or otherwise, in connection with this Agreement, the Merger Agreement or the Contribution Agreement or any of the transactions contemplated hereby or thereby at any time; provided, however, that the foregoing indemnity shall not apply to the extent that such Loss (i) arises out of the Escrow Agent's failure to perform its obligations specifically set forth in this Agreement in good faith and without negligence or willful misconduct or (ii) are expressly required to be borne by the Escrow Agent hereunder.

(b) Without limiting the generality of the foregoing, DT and Voicestream shall jointly indemnify each Indemnified Party and hold each Indemnified Party harmless from and against any Losses arising from any untrue statement of a material fact or omission to state a material fact required to be stated in or necessary in order to make (a) the statements in the Registration Statement at the date it is declared effective by the SEC, in the Proxy Statement/Prospectus at the date it is first mailed to the holders of Voicestream Common Stock and the report to be prepared pursuant to § 52(3) of the German Stock Corporation Law at the time of its presentation to the general meeting of stockholders of Voicestream, in light of the circumstances under which they are made, not misleading, except to the extent such Loss arises out of (i) information relating to the Escrow Agent furnished in writing by the Escrow Agent or its counsel and not materially changed or altered by DT or Voicestream expressly for use in any of the foregoing documents, or, (ii) if such information is provided, the failure to state a material fact necessary to make the information provided not misleading.

(c) If an action, proceeding (including, but not limited to, any governmental investigation), claim or dispute in respect of which indemnity may be sought (collectively, a "Proceeding") is brought or asserted against the Escrow Agent, the Escrow Agent shall promptly notify DT and Voicestream in writing of such Proceeding. Failure by the Escrow Agent to so notify DT and Voicestream shall not impair its ability to seek indemnification from DT or Voicestream unless such failure adversely affects DT or Voicestream respective ability to adequately oppose or defend such proceeding. Upon receipt of such notice from the Escrow Agent, DT and Voicestream shall be entitled to participate in such Proceeding and, to the extent that they shall so desire and provided no conflict of interest exists as specified in clause (ii) below, to assume the defense thereof with counsel reasonably satisfactory to the Escrow Agent (in which case all attorneys' fees and expenses shall be jointly borne by DT and Voicestream and DT and Voicestream shall in good faith defend the Indemnified Parties). The Escrow Agent shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be borne by the Escrow Agent unless (i) DT and Voicestream agree in writing to pay such fees and expenses, (ii) the Escrow

Agent shall have reasonably and in good faith concluded, based upon the advice of counsel, that there is a conflict of interest between DT or Voicestream and the Escrow Agent in the conduct of the defense of such action, including but not limited to that there may be legal defenses available to the Escrow Agent that are different from or in addition to those available to DT or Voicestream, or (iii) DT and Voicestream fail, within ten (10) days prior to the date the first response or appearance is required to be made in such Proceeding, to assume the defense of such Proceeding with counsel reasonably satisfactory to the Escrow Agent. No compromise or settlement of such Proceeding may be effected by either party without the other party's consent unless (x) there is no finding or admission of any violation of law and no material adverse effect on any other claims that may be made against such other party and (y) the sole relief provided is monetary damages that are paid in full by the party seeking the compromise or settlement. Neither party shall have any liability with respect to any compromise or settlement effected without its consent, which shall not be unreasonably withheld. DT and Voicestream shall have no obligation to indemnify and hold harmless the Escrow Agent from any loss, expense or liability incurred by the Escrow Agent as a result of a default judgment entered against the Escrow Agent unless such judgment was entered after DT and Voicestream agreed, in writing, to assume the defense of such Proceeding.

Section 9.02. Indemnification for Taxes. [DT and [, with respect to the period at and after the Effective Time,] Voicestream] shall [jointly] indemnify each Indemnified Party against, and hold each of them harmless from, any taxes (other than income taxes), assessments, duties or other governmental charges, including interest, penalties and judgments, to which any Indemnified Party may be subject or which may be imposed upon an Indemnified Party in connection with this Agreement, the Merger Agreement or the Contribution Agreement or the transactions contemplated hereby or thereby including, without limitation, any such amount with respect to any of the shares of Voicestream Common Shares, common stock of Merger Sub or the Surviving Corporation or DT Ordinary Shares which the Escrow Agent is required to pay and is unable to deduct as provided in Section 4.06; provided, however, that the foregoing indemnity shall not apply to the extent that such Indemnified Party becomes subject to or has imposed upon it such taxes, assessments, duties or other governmental charges as a result of the Escrow Agent's failure to perform its obligations specifically set forth in this Agreement in good faith and without negligence or willful misconduct.

ARTICLE X. TERMINATION

Section 10.01. Termination of Agency Agreement. (a) Unless the term of this Agreement is extended or terminated pursuant to sub-paragraph (b), (c) or (d) below, the Escrow Agent shall continue to act as Escrow Agent until one year after the Effective Time (the "Termination Date"). On the business day following the Termination Date, the Escrow Agent shall (i) deliver to [Voicestream] or its designee, any exchange entitlements (including proceeds in respect of shares liquidated and accrued dividends, if applicable), held by the Escrow Agent for the purpose of making payments or delivery of the Merger Consideration and (ii) deliver any Surviving Corporation Common Shares and any money, securities or other property received by the Escrow Agent in respect of any such shares then held by the Escrow Agent as instructed by the Board of Directors of Surviving Corporation or, if no such instruction has been received by the Escrow Agent, to Surviving Corporation; provided, however, that any action taken by the Escrow Agent pursuant to clause (ii) above shall be without prejudice to the rights and

obligations of the parties to the Merger Agreement under such Agreement. Any Certificates received by the Escrow Agent after the Termination Date shall be promptly returned by the Escrow Agent to the former stockholders of Voicestream surrendering the same with instructions to the former stockholders to surrender such certificates to [Surviving Corporation].

(b) Before the Effective Time, DT may terminate this Agreement at any time in its sole discretion.

(c) Not later than twenty (20) days prior to the Termination Date, Voicestream and DT may by written notice to the Escrow Agent extend the term of this Agreement for an additional period of up to three months.

(d) Voicestream and DT may, by a jointly executed written notice delivered not less than 30 days prior to the date fixed for termination, terminate this Agreement at any time on or after the date which is 120 days after the delivery of the Merger Consideration to the Escrow Agent pursuant to Section 4.01(a)(iv). The date of effectiveness of any such notice shall be deemed a Termination Date for purposes of Section 10.01(a) hereof.]

(e) Upon termination of this Agreement in accordance with Section 10.01(b), the Escrow Agent shall promptly transfer the Merger Sub stock to DT and shall promptly cause such shares to be re-registered in the name of DT.

Section 10.02. [Automatic Termination upon the Bankruptcy or Resignation of Escrow Agent]

Section 10.03. Survival. The provision of the third sentence of Section 4.06, Articles V, VIII and IX and Sections 10.02, 11.03, 11.06 and 11.07 shall survive termination of this Agreement.

ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices. All reports, notices and other communications required or permitted to be given hereunder shall be addressed to the following on behalf of the respective parties hereto and delivered by hand, by courier or by first-class mail, postage prepaid, or by telecopy promptly confirmed in writing, as follows:

To Voicestream:

Telecopy No.: _____

Attn: _____

Vice President, General Counsel and
Secretary

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Daniel A. Neff
Facsimile: 212-403-2000

and a copy to

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

To DT:

140 Friedrich-Ebert-Allee
53113 Bonn

Federal Republic of Germany
Attn: Kevin Copp
Facsimile: 49-181-44177

with a copy to:

Cleary, Gottlieb, Steen & Hamilton
One Liberty Plaza, 42nd Floor
New York, NY 10006
Attn: Robert P. Davis

To the Escrow Agent:

Attn: _____

Section 11.02. Assignment. This Agreement shall be binding upon the parties hereto and their respective successors and no other person shall have any rights hereunder. This Agreement shall not be assigned by any of the parties hereto except by a written agreement among all of the parties hereto. Notwithstanding the foregoing, upon consummation of the Merger, the Surviving Corporation shall succeed to all of the obligations of Voicestream hereunder.

Section 11.03. Contribution Agreement. The parties to this Agreement agree that, in acting under the Contribution Agreement, the Escrow Agent will act solely for the account of the former holders of Voicestream Common Shares [and the Employee Stock Interests] as provided in this Agreement.

Section 11.04. Headings. The Article and Section headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 11.05. Entire Agreement; Amendment. This Agreement shall constitute the entire agreement of the parties with respect to the subject matter and supersedes all prior oral or written agreements in regard thereto. Except as otherwise specifically provided herein, this Agreement may be amended only by an instrument in writing duly executed by each of the parties hereto. Notwithstanding any provision of this Agreement to the contrary, nothing contained in this Agreement shall be deemed to amend the Combination Agreement or otherwise alter or affect the rights and obligations thereunder of the parties thereto.

Section 11.06. Governing Law; Jurisdiction. (a) This Agreement shall be interpreted and construed in accordance with the laws of the State of New York, except that the authorization and execution hereof on behalf of DT shall be governed by the laws of Germany.

(b) All actions and proceedings relating to or arising from, directly or indirectly, this Agreement shall be litigated in U.S. federal or state courts located within the Borough of Manhattan, City and State of New York or New Castle County, Delaware.]

(c) DT hereby submits to the personal jurisdiction of such courts and hereby waives the right to a trial by jury in any action or proceeding with the Escrow Agent.]

Section 11.07. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

Section 11.08. Rights and Remedies. The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude or inhibit the subsequent exercise of such right or remedy.

Section 11.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective corporate officers, thereunto duly authorized, as of the day and year first above written.

DEUTSCHE TELEKOM AG

Name:
Title:

VOICESTREAM WIRELESS
CORPORATION

Name:
Title:

Agent

Name:
Title: