RECEIVED
JAN 28 2000
FCC MAIL ROOM

AGREEMENT

This AGREEMENT is made this 26th day of January, ~~1999~~ 2000, by and between VOICESTREAM WIRELESS CORPORATION ("VOICESTREAM WIRELESS") AND VOICESTREAM WIRELESS HOLDING CORPORATION ("VOICESTREAM HOLDINGS") (VOICESTREAM WIRELESS AND VOICESTREAM HOLDINGS ARE COLLECTIVELY REFERRED TO AS "VOICESTREAM"), AND THE U.S. DEPARTMENT OF JUSTICE ("DOJ"), and THE FEDERAL BUREAU OF INVESTIGATION ("FBI") (COLLECTIVELY WITH ALL OTHER PARTIES HERETO, "THE PARTIES").

RECITALS

WHEREAS, the U.S. telecommunications system is essential to U.S. national security, law enforcement, and public safety;

WHEREAS, the U.S. Government considers it critical to maintain the viability, integrity, and security of that system (see e.g., Presidential Decision Directive 63 on Critical Infrastructure Protection);

WHEREAS, protection of Classified, Controlled Unclassified, and Sensitive Information is critical to U.S. national security;

WHEREAS, VoiceStream operates a major wireless Domestic Telecommunications network under licenses granted to it and its subsidiaries by the Federal Communications Commission ("FCC");

WHEREAS, VoiceStream has filed with the FCC in Docket DA 99-1634 applications that would result in the transfer and assignment of numerous licenses held by VoiceStream Wireless Corporation and Omnipoint Corporation ("Omnipoint") or their respective related entities to VoiceStream Holdings and related entities. VoiceStream has also filed with the FCC, or is about to file, applications that would result in the transfer of numerous licenses held by Aerial Communications Corporation ("Aerial") and its subsidiaries to VoiceStream Holdings. VoiceStream also has sought authority in its application to allow the existing permissible 49.9% level of indirect foreign ownership in VoiceStream Wireless to apply to VoiceStream Holdings and its operating subsidiaries that it will acquire as a result of the mergers;

WHEREAS, VoiceStream's application in Docket DA 99-1634 requires approval from the FCC, and such approval may be made subject to conditions relating to national security, law enforcement, and public safety;

WHEREAS, on October 5, 1999, the FBI and the DOJ filed a petition with the FCC to defer

66F-HQ-C1299934-D

consideration of the Omnipoint license applications, pending agreement between VoiceStream and the DOJ and the FBI to resolve national security, law enforcement and public safety concerns of the DOJ and the FBI;

WHEREAS, by Executive Order 12661, the President, pursuant to Section 721 of the Defense Production Act, as amended, authorized the Committee on Foreign Investment in the United States ("CFIUS") to review, for national security purposes, foreign acquisitions of U.S. companies; and

WHEREAS, VoiceStream has met with the FBI and the DOJ to discuss their concerns. In these meetings, VoiceStream has represented that (a) no single foreign entity shall have, as a result of the mergers, more than a 40% interest in VoiceStream, (b) no foreign individual or entity has or shall have, as a result of the mergers, effective or de facto Control of VoiceStream, (c) it will not provide, direct, control, supervise or manage Domestic Telecommunications through facilities located outside the United States, (d) it has no present plans, and is aware of no present plans of any other entity, as a result of which a foreign individual or entity would gain an ownership interest in VoiceStream that exceeds 40%, (e) it has no present plans, and is aware of no present plans of any other entity, as a result of which a foreign individual or entity would gain effective or de facto Control of VoiceStream, and (f) it has no present plans, and is aware of no present plans of any other entity, as a result of which it will provide, direct, control, supervise or manage Domestic Telecommunications through facilities located outside the United States.

NOW THEREFORE, the Parties are entering into this Agreement to address national security, law enforcement and public safety concerns.

ARTICLE I: INFORMATION STORAGE AND ACCESS

1.1 VoiceStream shall comply with all applicable FCC rules and regulations governing access to and storage of Customer Proprietary Network Information ("CPNI"), as defined in 47 U.S.C. § 222(f)(1).

1.2 VoiceStream shall insure that at all times its network is configured such that VoiceStream will be capable of complying in an effective, efficient, and unimpeded fashion, with Lawful U.S. Process, and that VoiceStream's officials in the United States will have unconstrained authority to comply, in an effective, efficient, and unimpeded fashion, with Lawful U.S. Process.

1.3 VoiceStream shall make available in the United States:

(i) any Domestic Telecommunications (including any other type of wire, voice or electronic communication not covered by the definitions of Wire Communication or Electronic Communication) if VoiceStream stores such communication for any reason;

(ii) any Wire Communications or Electronic Communications (including any other type of wire, voice or electronic communication not covered by the definitions of Wire Communication or Electronic Communication) received by, intended to be received by, or stored in the account of a VoiceStream U.S. customer or subscriber, if VoiceStream stores such communication for any reason;

(iii) any Transactional Data relating to Domestic Telecommunications, if VoiceStream stores such data for any reason;

(iv) any Subscriber Information concerning VoiceStream's U.S. customers and subscribers if VoiceStream stores such information for any reason; and

(v) any Call Associated Data relating to Domestic Telecommunications, if VoiceStream stores such data for any reason.

1.4 VoiceStream shall store for at least two years all billing records of VoiceStream U.S. customers and subscribers and shall make such records available in the United States.

1.5 VoiceStream shall store in the United States any information relating to a VoiceStream U.S. customer or subscriber, or relating to any communication of such customer or subscriber, or any information relating to Domestic Telecommunications, in each case to the extent VoiceStream has access thereto and when the U.S. Government has requested such storage pursuant to 18 U.S.C. § 2703(f).

1.6 VoiceStream shall store the data and communications described in paragraphs 1.2 through 1.4 in a manner not subject to mandatory destruction under any foreign laws, if VoiceStream stores such data and communications for any reason.

ARTICLE II: SECURITY

2.1 VoiceStream shall maintain within the United States its security office.

2.2 VoiceStream shall take all reasonable measures to prevent the use of or access to VoiceStream's equipment or facilities, including monitoring points associated with Sensitive Network Positions, to conduct Electronic Surveillance in violation of any U.S. federal, state, or local laws or the terms of this Agreement. These measures shall take the form of detailed technical, organizational, personnel-related policies and written procedures, and necessary implementation plans.

2.3 VoiceStream shall not provide access to Domestic Telecommunications, Call Associated Data, Transactional Data, or U.S. Subscriber Information stored in the United States to any person if the purpose of such access is to respond to the legal process or the request of a foreign government or a component or subdivision thereof without the express

written consent of the DOJ or the authorization of a court of competent jurisdiction in the United States. Any requests or submission of legal process described in this paragraph shall be reported to the DOJ as soon as possible and in no event later than five business days after such request.

2.4 VoiceStream shall not, directly or indirectly, disclose or permit disclosure of, or provide access to, Classified or Sensitive Information, Subscriber Information, Transactional Data, or Call Associated Data, or a copy of any Wire Communication or Electronic Communication intercepted by a U.S. federal, state or local government agent to any foreign government or a component or subdivision thereof without the express written consent of the DOJ or the authorization of a court of competent jurisdiction in the United States. Any requests or any legal process submitted by a foreign government or a component or subdivision thereof to VoiceStream for the communications, data or information identified in this paragraph that is maintained by VoiceStream shall be referred to the DOJ as soon as possible and in no event later than five business days after such request unless the disclosure of the request or legal process would be in violation of an order of a court of competent jurisdiction within the United States.

2.5 At least every 3 months, VoiceStream shall notify DOJ in writing of legal process or requests by foreign non-governmental entities for access to or disclosure of Domestic Telecommunications unless the disclosure of the legal process or requests would be in violation of an order of a court of competent jurisdiction within the United States.

2.6 Within sixty (60) days after the Effective Date, VoiceStream shall designate points of contact within the United States with the authority and responsibility for accepting and overseeing the carrying out of Lawful U.S. Process. The points of contact shall be available 24 hours per day, 7 days per week and shall be responsible for accepting service and maintaining the security of Classified Information and any Lawful U.S. Process for electronic surveillance in accordance with the requirements of U.S. law. VoiceStream shall immediately notify in writing the DOJ and the FBI of any change in such designation or contact information. The points of contact shall be U.S. citizens who are eligible for appropriate U.S. security clearances. VoiceStream shall comply with any U.S. government request that a background check and/or security clearance process be completed for a designated point of contact.

2.7 VoiceStream shall protect the confidentiality and security of all Lawful U.S. Process served upon it and the confidentiality and security of Classified Information and Sensitive Information in accordance with U.S. Federal and state law or regulation.

2.8 VoiceStream shall:

(i) take appropriate measures to prevent unauthorized access to data or facilities that might contain Classified Information or Sensitive Information;

(ii) assign U.S. citizens, who meet high standards of trustworthiness for maintaining the confidentiality of Sensitive Information, to positions that handle or that regularly deal with information identifiable to such person as Sensitive Information;

(iii) require that personnel handling Classified Information shall be eligible for and shall have been granted appropriate security clearances;

(iv) provide that the points of contact described in Section 2.6 shall have sufficient authority over any of its employees who may handle Classified Information or Sensitive Information to maintain the confidentiality and security of such information; and

(v) maintain appropriately secure facilities (e.g., offices) for the handling and storage of any Classified Information and Sensitive Information.

2.9 VoiceStream shall instruct appropriate officials, employees, contractors and agent as to their obligations under this Agreement and issue periodic reminders to them of such obligations.

ARTICLE III: DISPUTES AND NON-IMPACT ON OTHER GOVERNMENT ACTIONS

3.1 Nothing contained in this Agreement shall limit or affect the authority of a United States Government agency to deny, limit or revoke VoiceStream's access to Classified, Controlled Unclassified, and Sensitive Information under its jurisdiction.

3.2 The Parties shall use their best efforts to resolve any disagreements that may arise under this Agreement. Disagreements shall be addressed, in the first instance, at the staff level by the Parties' designated representatives. Any disagreement that has not been resolved at that level shall be submitted promptly to higher authorized officials, unless the DOJ or the FBI believes that important national interests can be protected, or VoiceStream believes that paramount commercial interests can be resolved, only by resorting to the measures set forth in Section 3.3 below. If, after meeting with higher authorized officials, either party determines that further negotiation would be fruitless, then either party may resort to the remedies set forth in Section 3.3 below. If resolution of a disagreement requires access to Classified Information, the Parties shall designate a person possessing the appropriate security clearances.

3.3 Subject to section 3.2 of this Agreement, if any Party believes that any other Party has breached or is about to breach this Agreement, that Party may bring an action against the other Party for appropriate judicial relief. Nothing in this Agreement shall limit or affect the right of a U.S. Government agency to seek revocation by the FCC of any license, permit, or other authorization granted or given by the FCC to VoiceStream, or any other

sanction by the FCC against VoiceStream, or the right to seek civil sanctions for any violation by VoiceStream of any U. S. law or regulation or term of this Agreement.

3.4 The availability of any civil remedy under this Agreement shall not prejudice the exercise of any other civil remedy under this Agreement or under any provision of law, nor shall any action taken by a Party in the exercise of any remedy be considered a waiver by that Party of any other rights or remedies. The failure of the DOJ or the FBI to insist on strict performance of any of the provisions of this Agreement, or to exercise any right they grant, shall not be construed as a relinquishment or future waiver, rather, the provision or right shall continue in full force. No waiver by the DOJ or the FBI of any provision or right shall be valid unless it is in writing and signed by the DOJ or the FBI.

3.5 It is agreed by and between the Parties that a civil action for judicial relief with respect to any dispute or matter whatsoever arising under, in connection with, or incident to, this Agreement shall be brought, if at all, in the United States District Court for the District of Columbia.

3.6 Nothing in this Agreement limits the right of the United States Government to pursue criminal sanctions against VoiceStream, or any director, officer, employee, representative, or agent of VoiceStream, for violations of the criminal laws of the United States.

ARTICLE IV: OTHER REPRESENTATIONS AND OBLIGATIONS OF THE PARTIES

4.1 VoiceStream represents that, to the best of its knowledge, it has and shall continue to have throughout the term of this Agreement the full right to enter into this Agreement and perform its obligations hereunder and that this Agreement is a legal, valid, and binding obligation of VoiceStream enforceable in accordance with its terms.

4.2 VoiceStream shall provide to the DOJ and FBI written notice and copies of any applications or petitions relating to the Control of VoiceStream filed with the FCC or any other governmental agency concurrently with such filing.

4.3 VoiceStream shall provide to the DOJ and FBI written notice within 14 days of learning that any single foreign entity has or will likely increase its ownership interest in VoiceStream above 40%. Such notice shall, at a minimum, (a) identify the entity (specifying the name, addresses and telephone numbers of the entity), (b) identify the beneficial owners of the increased or prospective increased interest in VoiceStream by the entity (specifying the name, addresses and telephone numbers of each beneficial owner), (c) quantify the amount of ownership interest in VoiceStream that the entity holds or will likely hold, and (d) include a description of the transaction that has resulted in or will likely result in the entity increasing its ownership interest in VoiceStream above 40%.

4.4 VoiceStream shall provide to the DOJ and FBI 30 days advance written notice if VoiceStream plans to provide, direct, control, supervise or manage Domestic Telecommunications through any facilities located outside the United States. Such notice shall, at a minimum, (a) include a description of the facilities to be located outside the United States, and a description of the functions of the facilities and (b) identify the location where the facilities are to be located.

4.5 VoiceStream shall provide to the DOJ and FBI 30 days advance notice if VoiceStream plans to store any Domestic Telecommunications, Call Associated Data, Transactional Data or Subscriber Information outside the United States. Such notice shall, at a minimum, (a) include a description of the type of information to be stored outside the United States, (b) identify the custodian of the information if other than VoiceStream, and (c) identify the location where the information is to be located.

4.6 Upon the execution of this Agreement, the DOJ and the FBI shall promptly notify the FCC that, provided the FCC approves this Agreement and adopts the Condition to FCC Licenses attached hereto as Exhibit A, the DOJ and the FBI have no objection to the grant of the proposed transfers of Control and related assignments of VoiceStream Wireless' and Omnipoint's licenses that are the subject of the application filed with the FCC in Docket DA 99-1634.

4.7 Provided that (a) the FCC approves this Agreement and adopts the Condition to FCC Licenses, and (b) VoiceStream complies with the terms of this Agreement, the Attorney General shall not make any objection concerning the current foreign investment in VoiceStream or VoiceStream Holdings' acquisition of Control of VoiceStream, Omnipoint or Aerial to the CFIUS or the President. This commitment, however, does not extend to any objection the Attorney General may wish to raise with the CFIUS or the President in the event (a) that the Attorney General learns that the representations of VoiceStream recited above are untrue or incomplete, (b) of any change in the level of foreign investment in VoiceStream, (c) of any change in the level of foreign Control of VoiceStream or (d) any material change in the circumstances associated with the transactions at issue.

4.8 VoiceStream has entered into or may enter into joint ventures or other arrangements under which a joint venture or another entity may provide Domestic Telecommunications Services. If VoiceStream Controls such entity, then that entity shall fully comply with the terms of this Agreement. To the extent VoiceStream does not Control such an entity, VoiceStream shall in good faith endeavor to have such entity comply with this Agreement and shall consult with the DOJ or the FBI about the activities of such entity.

4.9 VoiceStream shall report promptly to the DOJ and FBI any information VoiceStream acquires regarding: (i) a breach of this Agreement; (ii) Electronic Surveillance conducted in violation of federal, state or local law or regulation; (iii) access to or disclosure of

CPNI or Subscriber Information in violation of federal, state or local law or regulation (except for violations of FCC regulations relating to improper use of CPNI); or (iv) improper access to or disclosure of Classified Information or Sensitive Information. VoiceStream need not report information where disclosure of such information would be in violation of an order of a court of competent jurisdiction.

4.10 Unless otherwise specified in this Agreement, the provisions of this Agreement shall take effect immediately upon the execution of this Agreement, except that the provisions in Articles I and II shall take effect on the Effective Date.

ARTICLE V: DEFINITION OF TERMS

As used in this Agreement:

5.1 "Affiliate" means any entity that VoiceStream Controls.

5.2 "Call Associated Data" or "CAD" means any information related to a communication or related to the sender or recipient of that communication and includes without limitation subscriber identification, called party number, calling party number, start time, end time, call duration, feature invocation and deactivation, feature interaction, registration information, user location, diverted to number, conference party numbers, dual tone multi frequency (dial digit extraction), in-band and out-of-band signaling, and party add, drop and hold.

5.3 "Classified Information" means any information that has been determined pursuant to Executive Order 12958, or any predecessor or successor order, or the Atomic Energy Act of 1954, or any statute that succeeds or amends the Atomic Energy Act, to require protection against unauthorized disclosure.

5.4 "Control" and "Controls" means the power, direct or indirect, whether or not exercised, and whether or not exercised or exercisable through the ownership of a majority or a dominant minority of the total outstanding voting securities of an entity, or by proxy voting, contractual arrangements, or other means, to determine, direct, or decide matters affecting an entity; in particular, but without limitation, to determine, direct, take, reach, or cause decisions regarding:

(1) The sale, lease, mortgage, pledge, or other transfer of any or all of the principal assets of the entity, whether or not in the ordinary course of business;

(2) The dissolution of the entity;

(3) The closing and/or relocation of the production or research and development facilities of the entity;

(4) The termination or non-fulfillment of contracts of the entity;

(5) The amendment of the articles of incorporation or constituent agreement of the entity with respect to the matters described in paragraphs (1) through (4) above; or

(6) The matters covered by this Agreement.

5.5 "Controlled Unclassified Information" means unclassified information, the export of which is controlled by the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Chapter I, Subchapter M, or the Export Administration Regulations (EAR), 15 C.F.R., Chapter VII, Subchapter C.

5.6 "Domestic Telecommunications" means (i) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location and (ii) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the U.S.

5.7 "Effective Date" means the date of consummation of the transfer of Control of Omnipoint's FCC licenses to VoiceStream Holdings.

5.8 "Electronic Communication" has the meaning given it in 18 U.S.C. § 2510(12).

5.9 "Electronic Surveillance" means (i) the interception of wire, oral, or electronic communications as defined in 18 U.S.C. §§ 2510(1), (2), (4) and (12), respectively, and electronic surveillance as defined in 50 U.S.C. § 1801(f); (ii) access to stored wire or electronic communications, as referred to in 18 U.S.C. § 2701 et seq.; (iii) acquisition of dialing or signaling information through pen register or trap and trace devices or other devices or features capable of acquiring such information pursuant to law as defined in 18 U.S.C. § 3121 et seq. and 50 U.S.C. § 1841 et seq.; (iv) acquisition of location-related information concerning a telecommunications service subscriber; (v) preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and (vi) including access to, or acquisition or interception of, communications or information as described in (i) through (v) above and comparable State laws.

5.10 "Intercept" or "Intercepted" has the meaning defined in 18 U.S.C. § 2510(4).

5.11 "Lawful U.S. Process" means U.S. federal, state or local Electronic Surveillance orders or authorizations, and other orders, legal process, statutory authorizations, and certifications for access to Wire Communications, Electronic Communications, Call Associated Data, Transactional Data or Subscriber Information authorized by U.S. federal, state or local law.

5.12 "Parties" has the meaning given it in the Preamble.

5.13 "Sensitive Information" means unclassified information regarding (i) the persons or facilities that are the subjects of Lawful U.S. Process, (ii) the identity of the government agency or agencies serving such Lawful U.S. Process, (iii) the location or identity of the line, circuit, transmission path, or other facilities or equipment used to conduct Electronic Surveillance, (iv) the means of carrying out Electronic Surveillance, (v) the type(s) of service, telephone number(s), records, communications, or facilities subjected to Lawful U.S. Process, and (vi) other unclassified information designated in writing by an authorized official of a federal, state or local law enforcement agency or a U.S. intelligence agency as "Sensitive Information."

5.14 "Sensitive Network Position" means a position that involves access to VoiceStream's facilities, systems, or equipment that enables a person to monitor a subscriber's Wire Communications or Electronic Communications, including any such communications that are in electronic storage. The term excludes a position the only responsibilities of which are (1) performing outside plant operations and maintenance functions, (2) performing network-level monitoring or other routine billing- or collections-related duties without the ability to monitor the content of a subscriber's communications, or (3) monitoring customer service, collections, or telemarketing calls by VoiceStream personnel or customer-originating calls to VoiceStream.

5.15 "Subscriber Information" means information of the type referred to and accessible subject to procedures specified in 18 U.S.C. § 2703(c) or (d) or 18 U.S.C. § 2709. Such information shall also be considered Subscriber Information when it is sought pursuant to the provisions of other Lawful U.S. Process.

5.16 "Transactional Data" means:

(1) "call-identifying information," as defined in 47 U.S.C. § 1001(2), including without limitation the telephone number or similar identifying designator associated with a communication;

(2) Internet address or similar identifying designator associated with a communication;

(3) the time, date, size, and duration of a communication;

(4) any information possessed by the provider relating to identity and physical address of a subscriber, user, or account payer of a provider's communications services;

(5) to the extent associated with such subscriber, user, or account payer, any information possessed by the provider relating to all telephone numbers, Internet

addresses, or similar identifying designators; the physical location of equipment, if known and if different from the location information provided under (6) below; types of services; length of service; fees; and usage, including billing records; and

(6) as to any mode of transmission (including without limitation mobile transmissions), and to the extent permitted by U.S. laws, any information indicating as closely as possible the physical location to or from which a communication is transmitted.

The term does not include the content of any communication.

5.17 "United States" means the United States of America including all of its States, districts, territories, possessions, commonwealths, and the special maritime and territorial jurisdiction of the United States.

5.18 "Wire Communication" has the meaning given it in 18 U.S.C. § 2510(1).

5.19 Other capitalized terms used in this Agreement and not defined in this Article VII shall have the meanings assigned them elsewhere in this Agreement. The definitions in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

ARTICLE VI: FREEDOM OF INFORMATION ACT

6.1 The DOJ and FBI shall take all reasonable measures to protect from public disclosure all information submitted by VoiceStream to the DOJ or FBI in connection with this Agreement and clearly marked with the legend "Confidential" or similar designation. Such markings shall signify that it is VoiceStream's position that the information so marked constitutes "trade secrets" and/or "commercial or financial information obtained from a person and privileged or confidential," or otherwise warrants protection within the meaning of 5 U.S.C. § 552(b)(4). If a request is made under 5 U.S.C. § 552(a)(3) for information so marked, and disclosure of any information (including disclosure in redacted form) is contemplated, the DOJ or FBI, as appropriate, shall notify VoiceStream of the intended disclosure as provided by Executive Order 12600, 52 Fed. Reg. 23781 (June 25, 1987). If VoiceStream objects to the intended disclosure and its objections are not sustained, the DOJ or FBI, as appropriate, shall notify VoiceStream of its intention to

release (as provided by Section 5 of E.O. 12600) not later than five business days prior to disclosure of the challenged information.

6.2 Nothing in this Agreement shall prevent the DOJ or the FBI from lawfully disseminating information as appropriate to seek enforcement of this Agreement, provided that the DOJ and the FBI take all reasonable measures to protect from public disclosure the information marked as described in Section 6.1.

ARTICLE VII: MISCELLANEOUS

7.1 All written communications or other written notice relating to this Agreement, such as a proposed modification, shall be deemed given (1) when delivered personally, (2) if by facsimile upon transmission with confirmation of receipt by the receiving Party's facsimile terminal, (3) if sent by documented overnight courier service on the date delivered, or (4) if sent by mail, five (5) business days after being mailed by registered or certified U.S. mail, postage prepaid, addressed to the Parties' designated representatives at the addresses shown below, or to such other representatives at such others addresses as the Parties may designate in accordance with this Section 7.1:

Department of Justice
Assistant Attorney General
Criminal Division
Main Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530

Federal Bureau of Investigation
Assistant Director
National Security Division
935 Pennsylvania Avenue, NW
Washington, DC 20535
With a copy to:
the General Counsel

VoiceStream Wireless Holding Corporation
VoiceStream Wireless Corporation
3650 131st Avenue, SE
Bellevue, Washington 98006
Attention: Vice President of Legal Affairs

With a copy to:
Gurman, Blask & Freedman, Chartered
1400 Sixteenth Street, N.W., Suite 500
Washington, D.C. 20036
Attention: Doane F. Kiechel

7.2 The table of contents, headings, and article and section headings and numbering in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

7.3 Nothing in this Agreement is intended to limit or constitute a waiver of (1) any obligation imposed by any U.S. laws on the Parties or by U.S. state or local laws on VoiceStream, (2) any enforcement authority available under any U.S. or state laws, (3) the sovereign immunity of the United States, or (4) any authority over VoiceStream's activities or facilities located outside the United States that the U.S. Government may possess.

7.4 All references in this Agreement to statutory provisions shall include any future amendments to such statutory provisions.

7.5 Nothing in this Agreement is intended to confer or does confer any rights on any Person other than the Parties and any U.S. Governmental Authorities entitled to effect Electronic Surveillance pursuant to Lawful U.S. Process.

7.6 This Agreement may only be modified by written agreement signed by all of the Parties. The DOJ and the FBI agree to consider in good faith possible modifications to this Agreement if VoiceStream believes that the obligations imposed on it under this Agreement are substantially more restrictive than those imposed on other U.S. and foreign licensed service providers in like circumstances in order to protect U.S. national security, law enforcement, and public safety concerns. Any substantial modification to this Agreement shall be reported to the FCC within 30 days after approval in writing by the Parties.

7.7 If any portion of this Agreement is declared invalid by a U.S. court of competent jurisdiction, this Agreement shall be construed as if such portion had never existed, unless such construction would constitute a substantial deviation from the Parties' intent as reflected in this Agreement.

7.8 This Agreement may be executed in one or more counterparts, each of which shall together constitute one and the same instrument.

7.9 This Agreement shall inure to the benefit of, and shall be binding upon, the Parties, and their respective successors and assigns. This Agreement shall also be binding on all Affiliates of VoiceStream.

This Agreement is executed on behalf of the Parties:

Federal Bureau of Investigation

Date January 26, 2000

Larry R. Parkinson

[Signature]

LARRY R. PARKINSON

[Printed Name]

GENERAL COUNSEL

[Title]

United States Department of Justice

Date _____

_____

[Signature]

_____

[Printed Name]

_____

[Title]

VoiceStream Wireless Holding Corporation

Date 12/2/99

John W. Stanton, Chairman and Chief Executive Officer

VoiceStream Wireless Corporation

Date 12/2/99

John W. Stanton, Chairman and Chief Executive Officer

7.9 This Agreement shall inure to the benefit of, and shall be binding upon, the Parties, and their respective successors and assigns. This Agreement shall also be binding on all Affiliates of VoiceStream.

This Agreement is executed on behalf of the Parties:

Federal Bureau of Investigation

Date _____

_____
[Signature]

_____
[Printed Name]

_____
[Title]

United States Department of Justice

Date 1-26-00

[Signature]

ERIC HOLDER
[Printed Name]

DEPUTY ATTY. GEN
[Title]

VoiceStream Wireless Holding Corporation

Date 12/2/99

John W. Stanton, Chairman
and Chief Executive Officer

VoiceStream Wireless Corporation

Date 12/2/99

John W. Stanton, Chairman
and Chief Executive Officer

EXHIBIT A

RECEIVED
JAN 2 8 2000
FCC MAIL ROOM

CONDITION TO FCC LICENSES

IT IS FURTHER ORDERED, that the authorizations and the licenses related thereto are subject to compliance with the provisions of the Agreement attached hereto between VoiceStream Wireless Corporation and VoiceStream Wireless Holding Corporation on the one hand and the Department of Justice (the "DoJ") and the Federal Bureau of Investigation (the "FBI") on the other, dated Jan. 26, 2000 ~~1999~~, which Agreement is designed to address national security, law enforcement, and public safety concerns of the DoJ and the FBI regarding the authority granted herein. Nothing in this Agreement is intended to limit any obligation imposed by Federal law or regulation including, but not limited to, 47 U.S.C. § 222(a) and (c)(1) and the FCC's implementing regulations.

66F-HQ-C1299934-D