extent required by law, of an undertaking to reimburse all amounts so advanced in the event of a non-appealable determination of a court of competent jurisdiction that such Indemnified Person is not entitled thereto.

(b) Subject to the prior written approval by VoiceStream, which shall not be unreasonably withheld, prior to the Effective Time, Powertel shall have the right to obtain and pay for in full a “tail” coverage directors’ and officers’ liability insurance policy ("D&O Insurance") covering a period of six (6) years after the Effective Time and providing coverage in amounts and on terms consistent with Powertel’s existing D&O Insurance. In the event Powertel does not obtain such insurance, VoiceStream shall cause the Surviving Corporation to continue to provide D&O Insurance relating to actions or events through the Effective Time, for a period of six (6) years after the Effective Time; provided, that the Surviving Corporation may substitute therefor policies of substantially similar coverage and amounts containing terms no less advantageous to such former directors or officers; provided further that if the existing D&O Insurance expires or is cancelled during such period, VoiceStream or the Surviving Corporation shall make reasonable commercial efforts to obtain substantially similar D&O Insurance; and provided further that Powertel shall not be required to expend, in order to maintain or procure an annual D&O Insurance policy, an amount in excess of 250% of the last annual premium paid prior to the date hereof, but in such case shall purchase as much coverage as possible for such amount.

(c) In the event VoiceStream or the Surviving Corporation or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person in a single transaction or a series of related transactions, then, and in each such case, VoiceStream will make or cause to be made proper provision so that the successors and assigns of VoiceStream or the Surviving Corporation, as the case may be, assume the indemnification obligations described herein for the benefit of the Indemnified Parties.

(d) The provisions of this Section 5.13 are intended to be for the benefit of, and shall be enforceable by, each Indemnified Person, his or her heirs and his or her personal representatives and shall survive the Reorganization and be binding upon the successors and assigns of VoiceStream, Powertel and the Surviving Corporation.

SECTION 5.14 Reasonable Best Efforts.

(a) Subject to the provisions of this Agreement, each of Powertel, VoiceStream and Sub agrees to use its reasonable best efforts to take, or cause to be taken, all actions, and do, or cause to be done, and to assist and cooperate with the other party or parties in doing, all things necessary, proper or advisable, to consummate and make effective, in the most expeditious manner practicable, the Reorganization and the other transactions contemplated by this Agreement; provided, however, that neither VoiceStream nor any of the VoiceStream Subsidiaries shall be required, nor, without the consent of VoiceStream, shall Powertel or the Powertel Subsidiaries be permitted, to divest or hold separate or otherwise take or commit to take any action that limits its freedom of action with respect to Powertel, VoiceStream or any of their respective Subsidiaries or any material portion of the assets of Powertel, VoiceStream or any of their respective Subsidiaries or any of the business, product lines, or assets of Powertel, VoiceStream or any of their respective Subsidiaries. Without limiting the foregoing, (i) each of Powertel, VoiceStream and Sub agrees to use its reasonable best efforts to take, or cause to be taken, all actions necessary to comply promptly with all legal requirements that may be imposed on itself or its Subsidiaries with respect to the Reorganization (which actions shall include furnishing all information required under the HSR Act and all actions required in connection with approvals of or filings with the FCC, state public utility or service commissions or similar agencies and any other Governmental Entity) and shall promptly cooperate with and furnish information to each other in connection with any such requirements imposed upon any of them or any of their Subsidiaries in connection with the Reorganization, (ii) each of Powertel, VoiceStream and Sub shall, and shall cause its Subsidiaries to, use its reasonable best efforts to obtain (and shall cooperate with each other in obtaining) any consent, authorization, order or approval of, or any exemption by, the FCC, state public utility or service commissions or similar agencies and any other
Governmental Entity or other public or private third party required to be obtained or made by Powertel, VoiceStream, Sub or any of their Subsidiaries in connection with the Reorganization or the taking of any action contemplated thereby or by this Agreement, (iii) VoiceStream shall maintain Sub as a wholly-owned VoiceStream Subsidiary, with no voting or approval rights outstanding other than those held by VoiceStream, and VoiceStream shall cause Sub to approve, and shall vote all securities and give all approvals necessary for Sub to approve, the Reorganization, and (iv) each party will use its reasonable best efforts to oppose entry or lift the effects of any injunction or other order adversely affecting the ability of any party hereto to consummate the transactions contemplated hereby to prevent, with respect to any threatened or such injunction or other order, the issuance or entry thereto, provided however, that notwithstanding anything to the contrary contained in this Agreement, in connection with any filing or submission required or action to be taken by VoiceStream, Powertel or any of their respective Subsidiaries to consummate the Reorganization or the other transactions contemplated in this Agreement, Powertel shall not, without VoiceStream’s prior written consent, commit to any divestiture of assets or businesses of Powertel and the Powertel Subsidiaries if such divested assets and/or businesses are material to the assets or profitability of Powertel and the Powertel Subsidiaries taken as a whole.

(b) As promptly as practicable after the execution and delivery of this Agreement, VoiceStream and Powertel shall prepare all appropriate applications for FCC approval, and such other documents as may be required, with respect to the transfer of control of Powertel to VoiceStream (collectively, the “FCC Applications”). Not later than the tenth Business Day following execution and delivery of this Agreement, Powertel and VoiceStream will exchange with each other their respective completed portions of the FCC Applications. Not later than the fifteenth Business Day following the execution and delivery of this Agreement, Powertel and VoiceStream shall file, or cause to be filed, the FCC Applications. If the Effective Time shall not have occurred for any reason within any applicable initial consummation period, and neither Powertel nor VoiceStream shall have terminated this Agreement pursuant to Section 7.01, VoiceStream and Powertel shall jointly request one or more extensions of the consummation period of such grant. No party hereto shall knowingly take, or fail to take, any action if the intent or reasonably anticipated consequence of such action or failure to act is, or would be, to cause the FCC not to grant approval of the FCC Applications or delay either such approval or the consummation of the transfer of control of Powertel. VoiceStream and Powertel shall each pay one-half (1/2) of any FCC fees, if applicable, in connection with the filing or granting of approval of the FCC Applications. Each of VoiceStream and Powertel shall bear its own expenses in connection with the preparation and prosecution of the FCC Applications. VoiceStream and Powertel shall each use all commercially reasonable efforts to prosecute the FCC Applications in good faith and with due diligence before the FCC and in connection therewith shall take such action or actions as may be necessary or reasonably required in connection with the FCC Applications, including furnishing to the FCC any documents, materials or other information requested by the FCC in order to obtain such FCC approval as expeditiously as practicable.

(c) Promptly after the date hereof, VoiceStream and Powertel (as may be required pursuant to the HSR Act) will complete all documents required to be filed with the Federal Trade Commission and the Department of Justice in order to comply with the HSR Act and, not later than twenty (20) Business Days after the date hereof, together with the Persons who are required to join in such filings, shall file the same with the appropriate Governmental Entities. VoiceStream and Powertel shall each pay one-half (1/2) of any fees that may be payable in connection with the filing pursuant to the HSR Act. VoiceStream and Powertel shall promptly furnish all materials thereafter required by any of the Governmental Entities having jurisdiction over such filings and shall take all reasonable actions and shall file and use all reasonable efforts to have declared effective or approved all documents and notifications with any such Governmental Entities, as may be required under the HSR Act or other federal antitrust laws for the consummation of the Transactions and any other transactions contemplated hereby.

(d) Each of Powertel and VoiceStream shall promptly notify the other of:

(i) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;
(ii) any notice or other communication from or to any Governmental Entity in connection with the transactions contemplated by this Agreement;

(iii) the occurrence, or non-occurrence, of any event the occurrence or non-occurrence of which would reasonably be expected to cause any representation or warranty made by it and contained herein to be untrue or inaccurate in any material respect at any time during the period commencing on the date hereof and ending at the Effective Time;

(iv) any failure of such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 5.14(d) shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice;

(v) any actions, suits, claims, investigations or proceedings commenced or, to its knowledge threatened against such party which, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 2.13, in the case of Powertel, or Section 3.12, in the case of VoiceStream, or which relate to the consummation of the Transactions; and

(vi) any event, condition or state of facts which could have a Material Adverse Effect on such party.

SECTION 5.15 Certain Litigation. Powertel agrees that it shall not settle any litigation commenced after the date hereof against Powertel or any of its directors by any stockholder of Powertel relating to the Reorganization, this Agreement or the Powertel Stockholder Agreement without the prior written consent of VoiceStream, which consent shall not be unreasonably withheld or delayed.

SECTION 5.16 Powertel Stockholder Agreement and VoiceStream Stockholder Agreement. VoiceStream and each of the Powertel Principal Stockholders shall enter into a Powertel Stockholder Agreement as of the date hereof. Powertel and each of the VoiceStream Principal Stockholders shall enter into a VoiceStream Stockholder Agreement as of the date hereof.

SECTION 5.17 Senior Discount Notes and Senior Notes. Within thirty (30) days following the Effective Time, VoiceStream shall cause the Surviving Corporation to commence an offer to purchase all of the Senior Discount Notes and Senior Notes (collectively, the "Notes") pursuant to the terms of the February 1996 Indenture, April 1996 Indenture and June 1997 Indenture (collectively, the "Powertel Indentures"), as applicable. Any investment banking firm engaged in connection with such acquisition shall be selected by VoiceStream. VoiceStream shall bear the fees, costs and expenses of acquiring the Notes.

SECTION 5.18 Plans and Programs to Be Implemented. After the execution of this Agreement, Powertel and/or its Subsidiaries shall adopt and implement the plans and arrangements described in Annex 5.18 with each such plan and arrangement being approved by VoiceStream or DT prior to such adoption or implementation. Each such plan or arrangement shall be designed to become effective as of the Effective Time (contingent upon the occurrence of the transactions contemplated by this Agreement), and remain effective without modification of the terms and provisions of such plan or arrangement until the termination date noted for each respective plan or arrangement in Annex 5.18. After the execution of this Agreement, Powertel and/or its Subsidiaries shall take such actions as are required, necessary or appropriate to implement the provisions of Annex 5.18 and this Section 5.18 notwithstanding any provisions of this Agreement to the contrary, and no such actions shall be deemed to be a breach of any other provision of this Agreement.

SECTION 5.19 Registration Rights. Powertel Principal Stockholders shall have registration rights as set forth in Annex A to their respective Powertel Stockholder Agreements.

C-39
ARTICLE VI
CONDITIONS PRECEDENT

SECTION 6.01 Conditions to Each Party’s Obligation to Effect the Reorganization. The respective obligations of VoiceStream, Sub and Powertel to effect the Reorganization shall be subject to the fulfillment or (to the extent permitted by applicable law) written waiver prior to the Effective Time of the following conditions:

(a) Stockholder Approval. The Powertel Stockholder Approval shall have been obtained.

(b) No Injunction or Restraint. No statute, rule, regulation, executive order, decree, temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other Governmental Entity preventing the consummation of the Reorganization or which could reasonably be expected to have a Material Adverse Effect on Powertel shall be in effect.

(c) Nasdaq Listings. The shares of VoiceStream Common Stock issuable in accordance with the Reorganization and pursuant to Section 5.02 shall have been authorized for listing on the Nasdaq, subject to official notice of issuance.

(d) HSR. Any waiting period (and any extension thereof) under the HSR Act applicable to the Reorganization shall have expired or been terminated.

(e) Registration Statement. The Registration Statement shall have become effective in accordance with the provisions of the Securities Act. No stop order suspending the effectiveness of the Registration Statement or the Joint Proxy Statement shall have been issued by the SEC and no proceedings for that purpose shall have been initiated or, to the knowledge of VoiceStream or Powertel, threatened by the SEC. All necessary state securities authorizations (including state takeover approvals) shall have been received unless the failure to receive any such authorization would not have a Material Adverse Effect on Powertel or VoiceStream or the transactions contemplated by this Agreement.

(f) Termination of Other Merger Agreements. The DT Merger Agreement and the Powertel Merger Agreement shall have terminated in accordance with their respective terms.

SECTION 6.02 Additional Conditions to Obligation of Powertel to Effect the Reorganization. The obligation of Powertel to effect the Reorganization shall be subject to the fulfillment or written waiver by Powertel at or prior to the Effective Time of the following additional conditions:

(a) Performance of Obligations; Representations and Warranties. Each of VoiceStream and Sub shall have performed in all material respects each of its agreements contained in this Agreement required to be performed at or prior to the Effective Time, and each of the representations and warranties of VoiceStream and Sub contained in this Agreement shall be true and correct at and as of the Effective Time as if made at and as of the Effective Time (other than representations and warranties which address matters only as of a particular date, in which case such representations and warranties shall be true and correct on and as of such particular date) in each case except as contemplated or permitted by this Agreement and except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on VoiceStream or the transactions contemplated by this Agreement; provided, however, for purposes of this Section 6.02(a), the representations and warranties of VoiceStream shall be construed as if they did not contain any qualification that refers to Material Adverse Effect or materiality; and Powertel shall have received a certificate signed on behalf of VoiceStream by a duly authorized officer to such effect.

(b) Tax Opinion. Powertel shall have received an opinion of Morris, Manning & Martin, LLP, in form and substance reasonably satisfactory to Powertel, dated the Closing Date, substantially to the effect that, on the basis of facts, representations and assumptions set forth in such opinion which are consistent with the state of facts existing as of the Effective Time, the Merger will constitute a reorganization within the meaning of Section 368(a) of the Code for federal income tax purposes.
In rendering such opinion, Morris, Manning & Martin, LLP, may receive and rely upon representations from others, including representations from (i) Powertel and (ii) VoiceStream contained in certificates substantially in the form of the Powertel Tax Certificate and the VoiceStream Tax Certificate attached hereto as Annex F and Annex G, respectively. Each such certificate shall be dated on or before the date of such opinion and shall not have been withdrawn or modified in any material respect.

(c) Consents Under Agreements. VoiceStream shall have obtained the consent or approval of each person whose consent or approval shall be required to consummate the transactions contemplated hereby under any indenture, mortgage, evidence of indebtedness, lease or other agreement or instrument to which VoiceStream or any of the VoiceStream Subsidiaries is a party, except where the failure to obtain the same would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on VoiceStream or upon the transactions contemplated by this Agreement.

(d) FCC Opinion. Powertel shall have received an opinion of FCC counsel to VoiceStream, dated the Effective Time, substantially in the form attached hereto as Annex D.

(e) [Reserved]

(f) Governmental Approvals. All necessary consents or authorizations from Governmental Entities which may be required in connection with the transactions contemplated hereby, shall have been received, unless the failure to receive any such consent or authorization would not have a Material Adverse Effect on VoiceStream or the transactions contemplated by this Agreement, and such consents or authorizations shall not contain any conditions which would reasonably be expected to have a Material Adverse Effect on VoiceStream or the transactions contemplated by this Agreement. With respect to any FCC consents or authorizations, effectiveness of necessary FCC approvals shall be sufficient to satisfy this condition, and Powertel's obligation to effect the Reorganization shall not be subject to the condition that any FCC consents or authorizations have become Final Orders.

Notwithstanding anything contained to the contrary in Section 6.02(a) or anywhere else in this Agreement, VoiceStream may enter into any Subsequent Transaction, and no changes of any representation or warranty of VoiceStream contained in this Agreement as a result of any Subsequent Transaction shall result in a failure of the conditions set forth in Section 6.02(a); provided, in each case, that any such Subsequent Transaction would not reasonably be expected to have a Material Adverse Effect on VoiceStream.

SECTION 6.03 Conditions to Obligations of VoiceStream and Sub to Effect the Reorganization. The obligation of VoiceStream and Sub to effect the Reorganization shall be subject to the fulfillment or written waiver by VoiceStream at or prior to the Effective Time of the following additional conditions:

(a) Performance of Obligations; Representations and Warranties. Powertel shall have performed in all material respects each of its agreements contained in this Agreement required to be performed at or prior to the Effective Time, and each of the representations and warranties of Powertel contained in this Agreement shall be true and correct at and as of the Effective Time as if made at and as of the Effective Time (other than representations and warranties which address matters only as of a particular date, in which case such representations and warranties shall be true and correct on and as of such particular date). In each case except as contemplated or permitted by this Agreement and except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Powertel or VoiceStream or the transactions contemplated by this Agreement; provided, however, for purposes of this Section 6.03(a), the representations and warranties of Powertel shall be construed as if they did not contain any qualification that refers to Material Adverse Effect or materiality; and VoiceStream shall have received a certificate signed on behalf of Powertel by a duly authorized officer to such effect.
(b) **Tax Opinion.** VoiceStream shall have received an opinion of Jones, Day, Reavis & Pogue and/or Preston Gates & Ellis LLP, in form and substance reasonably satisfactory to VoiceStream, dated the Closing Date, substantially to the effect that, on the basis of facts, representations and assumptions set forth in such opinion which are consistent with the state of facts existing as of the Effective Time, the Merger will constitute a reorganization within the meaning of Section 368(a) of the Code for federal income tax purposes.

In rendering such opinion, Jones, Day, Reavis & Pogue and/or Preston Gates & Ellis LLP may receive and rely upon representations from others, including representations from (i) Powertel and (ii) VoiceStream contained in certificates substantially in the form of the Powertel Tax Certificate and the VoiceStream Tax Certificate attached hereto as Annex F, and Annex G, respectively. Each such certificate shall be dated on or before the date of such opinion and shall not have been withdrawn or modified in any material respect.

(c) **FCC Opinion.** VoiceStream shall have received an opinion of FCC counsel of Powertel, dated the Effective Time, substantially in the form attached hereto as Annex E.

(d) **Consents Under Agreements.** Powertel shall have obtained the consent or approval of each person whose consent or approval shall be required to consummate the transactions contemplated hereby under any indenture, mortgage, evidence of Indebtedness, lease or other agreement or instrument to which Powertel or any of the Powertel Subsidiaries is a party, except where the failure to obtain the same would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on Powertel or VoiceStream or upon the transactions contemplated by this Agreement.

(e) **Governmental Approvals.** All necessary consents or authorizations from Governmental Entities which may be required in connection with the transactions contemplated hereby, including the FCC and state public utility or service commissions or similar agencies, shall have been received and, in the case of the FCC, shall have become Final Orders (unless this requirement of finality is waived by VoiceStream in its sole discretion), unless the failure to receive any such consent or authorization would not have a Material Adverse Effect on Powertel or VoiceStream or the transactions contemplated by this Agreement, and such consents or authorizations shall not contain any conditions which would reasonably be expected to have a Material Adverse Effect on Powertel or VoiceStream or the transactions contemplated by this Agreement.

**ARTICLE VII**

**TERMINATION AND AMENDMENT**

**SECTION 7.01 Termination.** This Agreement may be terminated and the Reorganization contemplated hereby may be abandoned at any time prior to the Effective Time, whether before or after any approval by the stockholders of VoiceStream or Powertel of the matters presented in connection with the Reorganization:

(a) by mutual written consent of VoiceStream, Sub and Powertel;

(b) by either VoiceStream or Powertel:

(i) if the Reorganization has not been effected on or prior to the close of business on December 31, 2001 (the "Termination Date"); provided that in the event both the DT Merger Agreement and the Powertel Merger Agreement shall have terminated, the Termination Date shall instead be the later of September 30, 2001 and the date that is thirty (30) days after the date of termination of the DT Merger Agreement and the Powertel Merger Agreement; provided further that the right to terminate this Agreement pursuant to this Section 7.01(b)(i) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Reorganization to have occurred on or prior to such date; or
(ii) if any Governmental Entity shall have issued an order, decree or ruling or taken any other action (including by enacting any law or regulation) (which order, decree, ruling or other action Powertel and VoiceStream shall use its reasonable best efforts to lift) permanently enjoining, restraining or otherwise prohibiting or making illegal the transactions contemplated by this Agreement and such order, decree or ruling or other action shall have become final and nonappealable; provided, however, that the right to terminate this Agreement pursuant to this Section 7.01(b)(ii) shall not be available to any party who has not used its reasonable best efforts to cause such order to be lifted or otherwise taken such action as is required to comply with Section 5.14;

(c) by VoiceStream if (i) Powertel shall have failed to comply with any of its covenants or agreements contained in this Agreement required to be complied with prior to the date of such termination, except as would not reasonably be expected to have a Material Adverse Effect on VoiceStream or the transactions contemplated by this Agreement, which failure to comply cannot be or has not been cured within 30 days after receipt by Powertel of written notice of such failure to comply, (ii) the stockholders of Powertel shall not approve and adopt the Agreement at the Powertel Stockholders Meeting or any adjournment thereof, or (iii) the stockholders of VoiceStream shall not approve and adopt the Agreement at the VoiceStream Stockholders Meeting or any adjournment thereof;

(d) by Powertel if (i) VoiceStream or Sub shall have failed to comply with any of its respective covenants or agreements contained in this Agreement required to be complied with prior to the date of such termination, except as would not reasonably be expected to have a Material Adverse Effect on Powertel or VoiceStream or the transactions contemplated by this Agreement, which failure to comply cannot be or has not been cured within 30 days after receipt by VoiceStream of written notice of such failure to comply, (ii) the stockholders of Powertel shall not approve and adopt the Agreement at the Powertel Stockholders Meeting or any adjournment thereof; or (iii) the stockholders of VoiceStream shall not approve and adopt the Agreement at the VoiceStream Stockholders Meeting or any adjournment thereof;

(e) (i) by Powertel if there has been a breach by VoiceStream or Sub of any representation or warranty (disregarding all qualifications and exceptions contained therein relating to materiality or a Material Adverse Effect or any similar standard or qualification) except any breach that would not reasonably be expected to have a Material Adverse Effect on VoiceStream or the transactions contemplated by this Agreement, in each case which breach cannot be or has not been cured within 30 days after receipt by the breaching party of written notice of the breach and (ii) by VoiceStream if there has been a breach by Powertel of any representation or warranty (disregarding all qualifications and exceptions contained therein relating to materiality or a Material Adverse Effect or any similar standard or qualification) except any breach that would not reasonably be expected to have a Material Adverse Effect on Powertel or VoiceStream or the transactions contemplated by this Agreement, in each case which breach cannot be or has not been cured within 30 days after receipt by the breaching party of written notice of the breach; or

(f) automatically, without any action being required of any party hereto, concurrently with the closing of the DT Merger.

SECTION 7.02 Effect of Termination. In the event of a termination of this Agreement by either Powertel or VoiceStream as provided in Section 7.01, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of VoiceStream, Sub or Powertel or their respective officers or directors, except with respect to Section 2.18, Section 3.14, Section 5.10 or this Section 7.02; provided, however, that neither any provision in this Article VII nor the payment of any fees and expenses pursuant to Section 5.10, shall be interpreted to (i) relieve any party of liability for any breach of this Agreement, (ii) constitute liquidated damages or (iii) limit the amount of damages that may be recovered for a breach of this Agreement.
SECTION 7.03 Amendment. This Agreement may be amended by the parties hereto, by or pursuant to action taken by their respective Boards of Directors, at any time before or after approval by the stockholders of VoiceStream and Powertel of the matters presented to them in connection with the Reorganization; provided, however, that after any such approval, no amendment shall be made if applicable law would require further approval by such stockholders, unless such further approval shall be obtained. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

SECTION 7.04 Extension; Waiver. At any time prior to the Effective Time, the parties hereto, by action taken or authorized by their respective Boards of Directors, may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto or (iii) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights.

ARTICLE VIII
GENERAL PROVISIONS

SECTION 8.01 Non-Survival of Representations and Warranties and Agreements. None of the representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time or, except as set forth in Section 7.02 hereof, the termination of this Agreement pursuant to the terms hereof. This Section 8.01 shall not limit any covenant or agreement of the parties which by its terms contemplates performance after the Effective Time.

SECTION 8.02 Notices. (a) All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, sent by overnight courier (providing proof of delivery) or telecopied (with a confirmatory copy sent by overnight courier) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

if to VoiceStream or Sub to:
Voicestream Wireless Corporation
12920 S.E. 38th Street
Bellevue, Washington 98006
Attn: Alan R. Bender
Telecopy No: 425-586-8080

with a copy to:
Preston, Gates & Ellis LLP
701 Fifth Avenue, Suite 5000
Seattle, WA 98104
Attn: Richard B. Dodd, Esq.
Telecopy No: 206-623-7022

if to Powertel, to:
Powertel, Inc.
1239 O.G. Skinner Drive
West Point, GA 31833
Attn: Chairman of the Board
Telecopy No: 706-645-9563

C-44
with a copy to:
Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, N.E.
Atlanta, GA 30326
Attn: James Walker IV, Esq.
Telex No: 404-365-9532

or to such other addresses as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith.

(b) Copies of all notices delivered to VoiceStream, Sub or Powertel pursuant to this Agreement shall also be provided by the party providing such notice to DT at the following address:

Deutsche Telekom AG
140 Friedrich-Ebert Allee
53113 Bonn
Germany
Attn: Kevin Copp
Telex No: 49-228-181-44177

with a copy to:
Cleary, Gottlieb, Steen & Hamilton
One Liberty Plaza
New York, New York
Attn: Robert P. Davis
Telex No: 212-225-3999

or to such other addresses as DT may have furnished to VoiceStream and Powertel in writing in accordance herewith.

SECTION 8.03 Interpretation; Definitions. When a reference is made in this Agreement to an Article, Section, Schedule, Annex or Exhibit, such reference shall be to an Article, Section, Schedule, Annex or Exhibit of this Agreement unless otherwise indicated or unless the context otherwise requires. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” References to a Person are also references to its assigns and successors in interest (by means of merger, consolidation or sale of all or substantially all the assets of such Person or otherwise, as the case may be). References to a document are to such document as amended, waived and otherwise modified from time to time and references to a statute or other governmental rule are to such statute or rule as amended and otherwise modified from time to time (and references to any provision thereof shall include references to any successor provision). The definitions set forth herein are equally applicable both to the singular and plural forms and the feminine, masculine and neuter forms of the terms defined. The term “hereof” and similar terms refer to this Agreement as a whole. As used in this Agreement, the phrase “made available” shall mean that the information referred to has been made available if requested by the party to whom such information is to be made available.

As used in this Agreement, the following terms have the meanings specified or referred to in this Section 8.03.
“Action” shall mean any action, suit, arbitration, inquiry, proceeding or investigation by or before any court, any governmental or other regulatory or administrative agency or commission or any arbitration tribunal.

“Adjusted Fully Diluted Shares” shall have the meaning set forth in Section 1.06(f).

“Affiliate” shall mean with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person provided that, for purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

“Agreement” shall mean this Agreement and Plan of Reorganization as amended or modified from time to time and shall include the Schedules, Annexes, Exhibits and disclosure letters attached or related hereto.

“Alternative Transaction” shall have the meaning set forth in Section 4.03(d).

“April 1996 Indenture” shall mean the Indenture dated as of April 19, 1996, among Powertel and Bankers Trust Company relating to the 12% Senior Discount Notes due May 2006.

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

“Certificate of Merger” shall have the meaning set forth in Section 1.03.

“Closing” shall have the meaning set forth in Section 1.02.

“Closing Date” shall have the meaning set forth in Section 1.02.


“Communications Act” shall mean, collectively, the Communications Act of 1934, as amended, and the Telecommunications Act of 1996, as amended, together with the rules, regulations and published decisions of the FCC promulgated thereunder.

“Confidentiality Agreement” shall have the meaning set forth in Section 4.03(a).

“Conversion Number” shall have the meaning set forth in Section 1.06(c).

“Cook Inlet Joint Ventures” means Cook Inlet Western Wireless PV/SS PCS, L.P., Cook Inlet VoiceStream PCS, LLC, Cook Inlet/VS GSM II PCS, LLC and Cook Inlet/VS GSM III PCS, LLC.

“Cook Inlet Partners” means Cook Inlet Telecommunications, Inc., SSPCS Corporation, Providence Media Partners, L.P., Cook Inlet GSM Inc., Providence Media Partners III L.P. and Providence Equity Operating Partners III.

“DIGIPH Transaction” means the transactions and agreements relating to the acquisition of substantially all of the assets of DigiPH PCS, Inc., DigiPH Communication, Inc. and DigiPH Holding Company, Inc. by Eliska, as described in Powertel's Form 8-K as filed on June 16, 2000, including (i) all agreements and commitments that have been entered into in connection therewith as listed in the Powertel Letter, (ii) all agreements that are proposed to be entered into prior to the closing of such transactions, forms or summaries of which, or term sheets for which, have been provided to VoiceStream and are listed in the Powertel Letter and (iii) any other agreements that are to be entered into prior to the closing of such transactions that are reasonably necessary to consummate such transactions (and any amendments or modifications thereof), and with respect to clauses (ii) and (iii) that such agreements do not (A) materially alter the scope of such transactions, (B) materially increase Powertel's obligations in connection therewith or (C) interfere with the transactions contemplated by this Agreement or the DT Merger Agreement.
“D&O Insurance” shall have the meaning set forth in Section 5.13(b).

“DGCL” shall mean the Delaware General Corporation Law, as amended.

“DT” shall have the meaning set forth in the recitals of this Agreement.

“DT Merger” shall have the meaning set forth in the recitals of this Agreement.

“DT Merger Agreement” shall have the meaning set forth in the recitals of this Agreement.

“DT Registration Statement” shall mean one or more registration statements to be filed with the SEC by DT in connection with the issuance of DT depositary shares and DT ordinary shares in the DT Merger.

“Effective Time” shall have the meaning set forth in Section 1.03.

“Eliska” means Eliska Wireless Ventures I, Inc.

“Eliska Put” shall have the meaning set forth in Section 1.06(d).

“Eliska Put Rights” shall have the meaning set forth in Section 1.06(d).

“Environmental Laws” shall mean any applicable statute, law, ordinance, regulation, rule, judgment, decree or order of any Governmental Entity relating to or regulating or imposing liability or standards of conduct with respect to pollution, protection of the environment or environmental regulation or control or regarding Hazardous Substances or occupational health or safety.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, together with the rules and regulations promulgated thereunder.

“ERISA Affiliate” shall mean (i) any corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as Powertel; (ii) any partnership, trade or business (whether or not incorporated) which on the day before the Closing Date was under common control (within the meaning of Section 414(c) of the Code) with Powertel; and (iii) any entity which is a member of the same affiliated service group (within the meaning of Section 414(m) of the Code) as either Powertel, any corporation described in clause (i) or any partnership, trade or business described in clause (ii).

“ERISA Benefit Plan” shall mean a Powertel Benefit Plan maintained as of the date of this Agreement which is also an “employee pension benefit plan” (as defined in Section 3(2) of ERISA) or which is also an “employee welfare benefit plan” (as defined in Section 3(1) of ERISA).

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

“Exchange Agent” shall have the meaning set forth in Section 1.07(a).

“Exchange Fund” shall have the meaning set forth in Section 1.07(a).

“Exchange Rights” shall have the meaning set forth in Section 3.03(a).

“FAA” shall mean the Federal Aviation Administration and any successor agency or body.

“FCC” shall mean the Federal Communications Commission and any successor agency or body.

“FCC Applications” shall have the meaning set forth in Section 5.14(b).

“February 1996 Indenture” shall mean the Indenture dated as of February 7, 1996, among Powertel and Bankers Trust Company relating to the 12% Senior Discount Notes due February 2006.

“Final Order” shall mean action by the applicable Governmental Entity which is in full force and effect, with respect to which no petition or other request for such Governmental Entity or court stay, reconsideration or review of any kind is pending, and as to which all time periods have expired within
which a Governmental Entity may be asked to stay, reconsider or review the action or may stay, reconsider or review the action *sua sponte*.

"Governmental Entity" shall mean any federal, state or local government or any court, tribunal, administrative agency or commission or other governmental or other regulatory authority or agency, domestic, foreign or supranational, including the FAA, FCC and any state public utility or service commission or similar agency.

"Hazardous Substance" shall mean any material defined as toxic or hazardous, including any petroleum and petroleum products, under any applicable Environmental Law.

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

"Incentive stock options" shall have the meaning set forth in Section 5.02(b).

"Indebtedness" of any Person at any date shall mean (a) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (other than current trade liabilities incurred in the ordinary course of business and payable in accordance with customary practices), (b) any other indebtedness of such Person which is evidenced by a note, bond, debenture or similar instrument, (c) all obligations of such Person under financing leases, (d) all obligations of such Person in respect of acceptances issued or created for the account of such Person and with respect to unpaid reimbursement obligations related to letters of credit issued for the account of such Person and (e) all liabilities secured by any Lien on any property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof.

"Indemnified Person" shall have the meaning set forth in Section 5.13(a).

"Intellectual Property Rights" shall mean any right to use, all patents, patent rights, trademarks, trade names, trade dress, logos, service marks, copyrights, know how and other proprietary intellectual property rights and computer programs held or used by Powertel or any of the Powertel Subsidiaries that are individually or in the aggregate material to the conduct of the business of Powertel and the Powertel Subsidiaries, taken as a whole.

"Investment Entity" shall mean an entity in which Powertel or any of the Powertel Subsidiaries has an Investment Interest.

"Investment Interest" shall mean a direct or indirect ownership of (i) capital stock, bonds, debentures, partnership, membership interests or other ownership interests or other securities of any Person; (ii) any deposit with or advance, loan or other extension of credit (including the purchase of property from another Person subject to an understanding or agreement, contingent or otherwise to resell such property to such other Person) to any other Person; (iii) any revenue or profit interests pursuant to any agreement or license; or (iv) any agreement, commitment, right, understanding or arrangement with respect to any of the items referred to in (i), (ii) or (iii) of this definition.

"Joint Proxy Statement" shall have the meaning set forth in Section 2.08.

"June 1997 Indenture" shall mean the Indenture dated as of June 10, 1997 among Powertel and Bankers Trust Company relating to the Senior Notes.

"knowledge" and "known to" shall mean the actual knowledge of the executive officers of Powertel or the executive officers of VoiceStream, as the case may be, who have exercised reasonable due diligence with respect to the representation and warranty to which such knowledge statement is made.

"Liens" shall mean any pledges, claims, liens, charges, encumbrances and security interests of any kind or nature whatsoever.

"Material Adverse Change" or "Material Adverse Effect" shall mean, when used in connection with Powertel or VoiceStream, as the case may be, any change or effect (or any development that, insofar as can reasonably be foreseen, is likely to result in any change or effect) or fact or condition that is materially adverse to the business, properties, assets, financial condition or results of operations of Powertel.
and its Subsidiaries taken as a whole, or VoiceStream and its Subsidiaries taken as a whole, as the case may be, provided, however, that (i) any adverse change, effect or development that is primarily caused by conditions affecting the United States economy generally or the economy of any nation or region in which Powertel or VoiceStream, as the case may be, or its Subsidiaries conducts business that is material to the business of Powertel or VoiceStream, as the case may be, and its Subsidiaries, taken as a whole, shall not be taken into account in determining whether there has been (or whether there could reasonably be foreseen) a “Material Adverse Change” or “Material Adverse Effect” with respect to Powertel or VoiceStream, as the case may be, (ii) any adverse change, effect or development that is primarily caused by conditions generally affecting the industries in which Powertel or VoiceStream, as the case may be, conducts its business shall not be taken into account in determining whether there has been (or whether there could reasonably be foreseen) a “Material Adverse Change” or “Material Adverse Effect” with respect to Powertel or VoiceStream, as the case may be, and (iii) any adverse change, effect or development that is primarily caused by the announcement or pendency of this Agreement, the Reorganization or the transactions contemplated hereby shall not be taken into account in determining whether there has been (or whether there could reasonably be foreseen) a “Material Adverse Change” or “Material Adverse Effect” with respect to Powertel or VoiceStream, as the case may be; and a “Material Adverse Effect” with respect to either Powertel or VoiceStream, as the case may be, shall include any applicable event, fact or condition with respect to such party which would reasonably be expected to materially delay, interfere with, impair or prevent the transactions contemplated by this agreement in a manner which would have a material adverse effect on such transactions taken as a whole considering the intentions and expectations of the parties hereto.

“Maximum Share Amount” shall have the meaning set forth in Section 1.06(f).

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

“Nasdaq” shall have the meaning set forth in Section 1.06(c).

“1991 Plan” shall have the meaning set forth in Section 2.03.

“Nonemployee Option Plan” shall have the meaning set forth in Section 2.03.

“Notes” shall have the meaning set forth in Section 5.17.

“Person” shall mean an individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative, Governmental Entity, political subdivision, or any group of Persons acting in concert.

“Powertel” shall have the meaning set forth in the introductory paragraph of this Agreement.

“Powertel Benefit Plan” shall mean any bonus, pension, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, retirement, vacation, severance, disability, death benefit, hospitalization, medical, life insurance, supplemental unemployment benefits, employee stock purchase, stock appreciation, restricted stock or other employee benefit plan, policy, arrangement or agreement providing benefits to any current or former employee, officer or director of Powertel or any of the Powertel Subsidiaries or with respect to which Powertel or any of the Powertel Subsidiaries (or, in the case of an ERISA Benefit Plan, any of Powertel’s ERISA Affiliates) may have any liability.

“Powertel Certificates” shall have the meaning set forth in Section 1.07(a).

“Powertel Common Stock” shall have the meaning set forth in the recitals of this Agreement.

“Powertel Common Stock Equivalents” shall have the meaning set forth in Section 2.03.

“Powertel Contracts” shall have the meaning set forth in Section 2.20.

“Powertel Employee” shall mean any employee of Powertel or any of the Powertel Subsidiaries.
“Powertel Equity Rights” shall have the meaning set forth in Section 2.03.

“Powertel FCC Licenses” shall have the meaning set forth in Section 2.09(b)(i).

“Powertel Financial Advisor” shall have the meaning set forth in Section 2.17.

“Powertel Indentures” shall have the meaning set forth in Section 5.17.

“Powertel Letter” shall mean the letter from Powertel to VoiceStream dated the date hereof, which letter relates to this Agreement and is designated therein as the Powertel Letter.

“Powertel Merger” shall have the meaning set forth in the recitals of this Agreement.

“Powertel Merger Agreement” shall have the meaning set forth in the recitals of this Agreement.

“Powertel Permits” shall have the meaning set forth in Section 2.09.

“Powertel Preferred Stock” shall have the meaning set forth in the recitals of this Agreement and in Section 2.03.

“Powertel Principal Stockholders” shall mean ITC Holding Company, Inc.; ITC Service Company, Inc.; ITC Wireless Inc.; SCANA Communications Holdings, Inc.; Sonera Corporation; Sonera Holding B.V.; Donald W. Burton; The Burton Partnership, L.P.; The Burton Partnership (QP) L.P.; South Atlantic Venture Fund II, L.P.; South Atlantic Venture Fund III, L.P.; South Atlantic Private Equity Fund IV, L.P.; South Atlantic Private Equity Fund IV (QP) L.P.; and American Water Works Company.

“Powertel Registration Statement” shall mean one or more registration statements to be filed with the SEC by DT in connection with the issuance of DT depositary shares and DT ordinary shares in the Powertel Merger.

“Powertel Restricted Stock Awards” shall mean restricted stock awards granted under the Restricted Stock Plan and the 2000 Plan.

“Powertel Required Approvals” shall have the meaning set forth in Section 2.05.

“Powertel SEC Documents” shall have the meaning set forth in Section 2.06.

“Powertel Stock” shall have the meaning set forth in the recitals of this Agreement.

“Powertel Stock Rights” shall have the meaning set forth in Section 2.03.

“Powertel Stockholder Agreement” shall have the meaning set forth in the recitals of this Agreement.

“Powertel Stockholder Approval” shall have the meaning set forth in Section 2.04.

“Powertel Stockholders Meeting” shall have the meaning set forth in Section 5.03(a).

“Powertel Stock Options” shall have the meaning set forth in Section 2.03.

“Powertel Stock Option Plans” shall have the meaning set forth in Section 2.03.

“Powertel Subsidiaries” shall have the meaning set forth in Section 2.01.

“Powertel Warrants” shall have the meaning set forth in Section 1.06(d).

“Registration Statement” shall have the meaning set forth in Section 3.04.

“Reorganization” shall have the meaning set forth in the recitals of this Agreement.

“Required Regulatory Approvals” shall have the meaning set forth in Section 3.05.

“Restated By-laws of Powertel” shall mean the Second Restated By-laws of Powertel as in effect on the date hereof.

“Restated Certificate of Incorporation of Powertel” shall mean the Third Restated Certificate of Incorporation, as amended and as in effect on the date hereof.
“Restricted Stock Plan” shall have the meaning set forth in Section 2.03.

“Rule 145 Affiliates” shall have the meaning set forth in Section 5.08(a).

“SEC” shall mean the Securities and Exchange Commission.

“Securities Act” shall mean the Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder.

“Senior Discount Notes” shall mean Powertel’s 12% Senior Discount Notes due February 2006 and the 12% Senior Discount Notes due May 2006.

“Senior Notes” shall mean Powertel’s 11 and ½% Senior Notes due June 2007.

“Series A Preferred Shares” shall have the meaning set forth in Section 2.03.

“Series B Preferred Shares” shall have the meaning set forth in Section 2.03.

“Series C Preferred Shares” shall have the meaning set forth in Section 2.03.

“Series D Preferred Shares” shall have the meaning set forth in Section 2.03.

“Series E Preferred Shares” shall have the meaning set forth in Section 2.03.

“Series F Preferred Shares” shall have the meaning set forth in Section 2.03.

“Significant Employee” shall mean any Employee of Powertel or any of the Powertel Subsidiaries who (i) is an officer of Powertel or any of the Powertel Subsidiaries, (ii) has a written employment contract with Powertel or any of the Powertel Subsidiaries that calls for annual compensation in excess of $90,000, or (iii) is compensated by Powertel and/or any of the Powertel Subsidiaries at an annual rate greater than $90,000.

“Sonera Put” shall have the meaning set forth in Section 1.06(d).

“Sonera Stock Purchase Agreement” shall have the meaning set forth in Section 1.06(f).

“Stockholder Meetings” shall mean the Powertel Stockholders Meeting and the VoiceStream Stockholders Meeting.

“Sub” shall have the meaning set forth in the introductory paragraph of this Agreement.

“Subsequent Determination” shall have the meaning set forth in Section 5.03(d).

“Subsequent Transaction” shall mean any transaction entered into after date hereof whereby VoiceStream or any of its Subsidiaries would (i) acquire or be acquired (by merger, consolidation, acquisition of stock or assets or otherwise) by any corporation, limited liability company, partnership, other business organization or assets or division thereof; (ii) acquire an Investment Interest in any of the foregoing; (iii) issue any equity interest or incur any Indebtedness whether in connection with any item described in (i) or (ii) or otherwise; (iv) enter into or engage in a strategic alliance or other commercial relationship; or (v) act in the ordinary course of business; provided, however, in connection with a Subsequent Transaction described in items (i), (ii), (iii) or (iv) of this definition for a consideration paid by VoiceStream or any of its Subsidiaries in an amount greater than $5 billion, VoiceStream must receive an opinion from a nationally recognized investment bank, acting as financial advisor to VoiceStream, to the effect that, from a financial point of view, such Subsequent Transaction is fair to the holders of VoiceStream Common Stock or, if applicable, VoiceStream.

“Subsidiary” or “subsidiary” of a Person shall mean any Person (including any corporation, partnership, joint venture, limited liability company or other entity) in which the Person in question owns, directly or indirectly, an amount of the voting securities, other voting ownership or voting partnership interests which is sufficient to elect at least a majority of such Person’s Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests) of such Person.
"Substitute Options" shall have the meaning set forth in Section 5.02(b).

"Superior Proposal" shall have the meaning set forth in Section 5.03(d).

"Surviving Corporation" shall have the meaning set forth in Section 1.01.

"Tax" and "Taxes" shall mean any federal, state, local or foreign net income, gross income, gross receipts, windfall profit, severance, property, production, sales, use, license, excise, franchise, employment, payroll, withholding, alternative or add-on minimum or any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or penalty, addition to tax or additional amount imposed by any Governmental Entity.

"Tax Return" shall mean any return, report or similar statement required to be filed with respect to any Tax including any information return, claim for refund, amended return or declaration of estimated tax.

"Termination Date" shall have the meaning set forth in Section 7.01(b)(i).

"Termination Fee" shall have the meaning set forth in Section 5.10(b).

"Third Party" shall have the meaning set forth in Section 4.03(d).

"2000 Plan" shall have the meaning set forth in Section 2.03.

"VoiceStream" shall have the meaning set forth in the introductory paragraph of this Agreement.

"VoiceStream Average Closing Price" shall have the meaning set forth in Section 1.06(c).

"VoiceStream Certificates" shall have the meaning set forth in Section 1.07(a).

"VoiceStream Common Stock" shall have the meaning set forth in the recitals of this Agreement.

"VoiceStream Equity Rights" shall have the meaning set forth in Section 3.03(a).

"VoiceStream FCC Licenses" shall have the meaning set forth in Section 3.09.

"VoiceStream Letter" shall mean the letter from VoiceStream to Powertel dated the date hereof, which letter relates to this Agreement and is designated therein as the VoiceStream Letter.

"VoiceStream Permits" shall have the meaning set forth in Section 3.09.

"VoiceStream Principal Stockholders" shall mean John W. Stanton; Theresa E. Gillespie; PN Cellular, Inc.; Stanton Family Trust; Stanton Communications Corporation; GS Capital Partners, L.P.; The Goldman Sachs Group, Inc.; Bridge Street Fund 1992, L.P.; Stone Street Fund 1992, L.P.; Sonera Corporation; Sonera Holding B.V.; Hutchison Telecommunications PCS (USA) Limited; Hutchison Telecommunications Holdings (USA) Limited and Telephone & Data Systems, Inc.

"VoiceStream Required Approvals" shall have the meaning set forth in Section 3.05.

"VoiceStream SEC Documents" shall have the meaning set forth in Section 3.06.

"VoiceStream Stockholder Agreement" shall have the meaning set forth in the recitals of this Agreement.

"VoiceStream Stockholder Approval" shall have the meaning set forth in Section 3.04.

"VoiceStream Stockholders Meeting" shall have the meaning set forth in Section 5.03(b).

"VoiceStream Subsidiaries" shall have the meaning set forth in Section 3.01.

"VoiceStream Voting Preferred Stock" shall mean the Convertible Voting Preferred Stock, $.001 par value per share of VoiceStream.

"Warrant Agreement" shall have the meaning set forth in Section 1.06(d).
SECTION 8.04 Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

SECTION 8.05 Entire Agreement; No Third-Party Beneficiaries. Except for the Confidentiality Agreement, this Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement, except for the provisions of Sections 5.01, 5.13 and 8.02(b), is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

SECTION 8.06 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS.

SECTION 8.07 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

SECTION 8.08 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement may be consummated as originally contemplated to the fullest extent possible.

SECTION 8.09 Enforcement of this Agreement. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached in any material respect. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or any related agreement and to enforce specifically the terms and provisions of this Agreement or any related agreement in the Court of Chancery of the State of Delaware or the Federal District Court for the District of Delaware, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware and Federal District Court for the District of Delaware in the event any dispute arises out of this Agreement or any related agreement or any transaction contemplated hereby or thereby, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action relating to this Agreement or any related agreement or any transaction contemplated hereby or thereby in any court other than the Court of Chancery of the State of Delaware or the Federal Court for the District of Delaware and (d) waives any right to trial by jury with respect to any action related to or arising out of this Agreement or related agreement or any transaction contemplated hereby or thereby. Neither the payment of fees and expenses pursuant to Section 5.10, any action seeking damages pursuant to Section 7.02, nor any action brought pursuant to this Section 8.09, shall be interpreted as providing an exclusive remedy to any party.

SECTION 8.10 Obligations of Subsidiaries. Whenever this Agreement requires any Powertel or VoiceStream Subsidiary (including Sub) to take any action, such requirement shall be deemed to include an undertaking on the part of VoiceStream or Powertel, as the case may be, to cause such Subsidiary to take such action.
SECTION 8.11  Reliance on Representations.  Notwithstanding any investigation, knowledge or review made at any time by or on behalf of any party hereto, the parties acknowledge and agree that all representations and warranties contained in this Agreement, the Annexes, the Power Tel Letter, the VoiceStream Letter or in any of the documents, certifications or agreements delivered in connection therewith, are being relied upon as a material inducement to enter into this Agreement and the transactions contemplated hereby.

SECTION 8.12  Failure or Indulgence Not Waiver; Remedies Cumulative.  No failure or delay on the part of any party hereto in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor will any single or partial exercise of any such right preclude other or further exercise thereof or of any other right.  All rights and remedies existing under this Agreement are cumulative to, and not exclusive to, and not exclusive of, any rights or remedies otherwise available.

SECTION 8.13  Rules of Construction.  The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application by any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

SECTION 8.14  Date of this Agreement; No Waiver.  The amendment and restatement of this Agreement on September 28, 2000 and as of February 8, 2001 notwithstanding, unless otherwise expressly provided herein, this Agreement shall be deemed for all purposes to be dated and made as of August 26, 2000 (the date of the original Agreement and Plan of Reorganization) and to be effective as of such date, and all references herein to “the date hereof”, “the date of this Agreement” and other similar references, shall be deemed to be references to August 26, 2000.

The parties' execution and delivery of this Amended and Restated Agreement shall not constitute a waiver of any rights that any of the parties hereto may have by reason of any event, condition, misrepresentation or breach of covenant of the original Agreement and Plan of Reorganization having occurred prior to the date of execution and delivery of this Amended and Restated Agreement, whether or not known to any or all of the parties hereto.  No representation or warranty of any party in this Agreement shall be affected or limited by reason of the knowledge of any other party at any time that such representation or warranty is not, or may not be, true and correct.

[Remainder of this page intentionally left blank]
IN WITNESS WHEREOF, VoiceStream, Sub and Powertel have caused this amended and restated Agreement dated the date first written above to be executed as of February 8, 2001 by their respective officers thereunto duly authorized.

VOICESTREAM WIRELESS CORPORATION

By: /s/ \text{JOHN W. STANTON} \\
Name: John W. Stanton \\
Title: Chairman and Chief Executive Officer

POWERTEL, INC.

By: /s/ \text{FRED G. ASTOR} \\
Name: Fred G. Astor \\
Title: Executive Vice President and Chief Financial Officer

VOICESTREAM SUBSIDIARY V CORPORATION

By: /s/ \text{JOHN W. STANTON} \\
Name: John W. Stanton \\
Title: President

C-55
Board of Directors  
VoiceStream Wireless Corporation  
3650 131st Avenue, S.E.  
Bellevue, WA 98006  

Gentlemen and Madam:  

You have requested our opinion as to the fairness from a financial point of view to the holders of the outstanding shares of Common Stock, par value $0.001 per share (the “Shares”), of VoiceStream Wireless Corporation (“VoiceStream” or the “Company”) of the Merger Consideration (as defined below) to be received by such holders pursuant to the Agreement and Plan of Merger, dated as of July 23, 2000, between Deutsche Telekom AG (“DT”) and the Company (the “Agreement”). Pursuant to the Agreement, a subsidiary of DT to be formed by DT will be merged with and into the Company, and each outstanding Share not owned by DT or the Company will be converted into, at the election of the holder of such Share, either (i) 3.7647 ordinary shares of DT (the “DT Shares”) as more fully set forth in the Agreement; (ii) $200 in cash; or (iii) a combination of $30 in cash and 3.2 DT Shares, in each case subject to certain procedures and limitations contained in the Agreement including, without limitation, with respect to the cash consideration to a maximum aggregate amount with respect to all Shares and to the right of the Company to reduce such maximum aggregate amount as it reasonably determines necessary to permit delivery of the requisite tax opinion pursuant to the Agreement (collectively, the “Merger Consideration”), as to which procedures and limitations we are expressing no opinion. Any stock consideration payable pursuant to the Agreement to any holder of Shares will be paid in the form of American Depositary Shares, each representing the right to receive one DT Share, unless such holder elects to receive DT Shares in lieu of such American Depositary Shares. In addition, pursuant to the Agreement, if the volume weighted average per share trading prices of DT Shares on the Frankfurt Stock Exchange for the seven Frankfurt Stock Exchange trading days randomly selected by lot by DT and the Company together from the fifteen consecutive Frankfurt Stock Exchange trading days ending on the date prior to the day on which an adjustment to the aggregate cash consideration is to be made pursuant to the Agreement is less than €33.00 per DT Share, the Company, but not DT, has the right to terminate the Agreement. We also understand that the Agreement contemplates the Company issuing to DT 3,906,250 shares of Convertible Voting Preferred Stock, par value $0.001 per share, for aggregate consideration of $5,000,000,000 pursuant to the Subscription Agreement (as defined below) prior to the completion of the transaction contemplated by the Agreement.  

Goldman, Sachs & Co., as part of its investment banking business, is continually engaged in the valuation of businesses and their securities in connection with mergers and acquisitions, negotiated underwritings, competitive biddings, secondary distributions of listed and unlisted securities, private placements and valuations for estate, corporate and other purposes. We are familiar with the Company having provided certain investment banking services to the Company, its predecessor, VoiceStream Wireless Corporation, a Washington Corporation (“VoiceStream Washington”), and its former parent, Western Wireless Corporation (“Western”), from time to time, including having acted as lead managing underwriter in the initial public offering of 12.65 million shares of Western Common Stock in May 1996; having acted as lead manager in the public offering of $200 million aggregate principal amount of 10.5% senior subordinated notes due June 2006 of Western in May 1996; having acted as lead manager in the private offering of $200 million aggregate principal amount of 10.5% senior subordinated notes due February 2007 of Western in October 1996; having acted as Western’s financial advisor in connection with the sale of 19.9% of the outstanding shares of VoiceStream Washington Common Stock to Hutchison PCS (USA) Limited in February 1998; having acted as lead manager in the public offering of 13,915 million shares of Western Common Stock in April 1998; having acted as financial advisor to VoiceStream in connection with its acquisition of Omnipoint Corporation (“Omnipoint”) in June 1999; having acted as
financial advisor to VoiceStream in connection with its acquisition of Aerial Communications, Inc. ("Aerial") in September 1999; having acted as co-manager in the private offering of $1.1 billion aggregate principal amount of 10% senior notes due November 2009 of VoiceStream Washington and the Company and $720 million aggregate principal amount of 11% senior discount notes due November 2009 of VoiceStream Washington and the Company in November 1999; and having acted as its financial advisor in connection with, and having participated in certain of the negotiations leading to, the Agreement. Investment funds affiliated with Goldman, Sachs & Co. have a principal investment in VoiceStream in the amount of 10,088,128 Shares and have the right to designate a nominee for election to VoiceStream's Board of Directors. Terence O'Toole, a Managing Director of Goldman, Sachs & Co., is a director of VoiceStream. We have also provided, and are currently providing, significant investment banking services to DT from time to time, including having acted as a co-lead manager in the initial public offering of 714 million DT Shares in November 1996; having acted as a co-lead manager in the public offering of 250 million DT Shares in June 1999; having acted as financial advisor to DT in the acquisition of One 2 One Ltd. in July 1999; having acted as a co-lead manager in the initial public offering of 114 million shares of T-Online (a subsidiary of DT) Common Stock in April 2000; having acted as a co-lead manager in the public offering of 200 million DT Shares in June 2000; having acted as a co-lead manager in the public offering of $14.6 billion aggregate principal amount of notes (due at various maturity dates) of DT in June 2000, and may provide investment banking services to DT in the future. Goldman, Sachs & Co. provides a full range of financial advisory and securities services and, in the course of its normal trading activities, may from time to time effect transactions and hold securities, including derivative securities, of VoiceStream and DT for its own account and for the accounts of customers. As of July 21, 2000, Goldman, Sachs & Co. accumulated a net long position of 1,178,796 DT Shares. As of the same date and in addition to the principal investment referred to above, Goldman, Sachs & Co. had a net short position of 108,848 Shares.

In connection with this opinion, we have reviewed, among other things, the Agreement; the Stock Subscription Agreement, dated as of July 23, 2000 (the "Subscription Agreement"), between the Company and DT; Annual Reports to Stockholders and Annual Reports on Form 10-K of the Company (and its predecessors) for the four years ended December 31, 1999; the definitive Proxy Statement dated January 25, 2000 in connection with the acquisitions of Omnipoint and Aerial; the Form 20-F of DT for the three years ended December 31, 1999; certain interim reports to stockholders of DT; certain interim reports to stockholders and Quarterly Reports on Form 10-Q of the Company; the Registration Statement on Form F-3 of DT, including the Prospectus dated June 17, 2000, related to DT's offering of 200 million DT Shares; the Registration Statement on Form F-3 of DT, including the Prospectus Supplement dated June 28, 2000, related to DT's offering of $14.6 billion aggregate principal amount of notes; certain other communications from the Company and DT to their respective stockholders; and certain internal financial analyses and forecasts for the Company prepared by its management. We also have held discussions with members of the senior management of the Company and DT regarding their assessment of the strategic rationale for, and the potential benefits of, the transaction contemplated by the Agreement and the past and current business operations, financial condition and future prospects of their respective companies. In addition, we have reviewed the reported price and trading activity for the Shares and the DT Shares, compared certain financial and stock market information for the Company and DT with similar information for certain other companies the securities of which are publicly traded, reviewed the financial terms of certain recent business combinations in the telecommunications industry specifically and in other industries generally and performed such other studies and analyses as we considered appropriate.

We have relied upon the accuracy and completeness of all of the financial and other information discussed with or reviewed by us and have assumed such accuracy and completeness for purposes of rendering this opinion. As you are aware, DT did not make available to us its projections of expected future financial performance. Accordingly, our review of such matters was limited to discussions with
members of the senior management of DT regarding certain research analyst estimates of future financial performance of DT. In addition, we have not made an independent evaluation or appraisal of the assets and liabilities of the Company or DT or any of their subsidiaries and we have not been furnished with any such evaluation or appraisal. We have also assumed that all material governmental, regulatory or other consents and approvals necessary for the consummation of the transaction contemplated by the Agreement will be obtained without any adverse effect on the Company or DT or the contemplated benefits of the transactions contemplated by the Agreement. Our advisory services and the opinion expressed herein are provided for the information and assistance of the Board of Directors of the Company in connection with its consideration of the transaction contemplated by the Agreement and such opinion does not constitute a recommendation as to how any holder of Shares should vote, or which election to take, with respect to the Merger Consideration.

Based upon and subject to the foregoing and based upon such other matters as we consider relevant, it is our opinion that as of the date hereof the Merger Consideration in aggregate to be received by the holders of Shares is fair from a financial point of view to the holders of Shares.

Very truly yours,

/s/ Goldman, Sachs & Co.
(GOLDMAN, SACHS & CO.)
ANNEX E

PERSONAL AND CONFIDENTIAL

August 26, 2000

Board of Directors
VoiceStream Wireless Corporation
3650 131st Avenue, S.E.
Bellevue, WA 98006

Gentlemen and Madam:

You have requested our opinion as to the fairness from a financial point of view to VoiceStream Wireless Corporation ("VoiceStream" or the "Company") of the Conversion Number (as defined below) pursuant to the Agreement and Plan of Reorganization, dated as of August 26, 2000, between Powertel, Inc. ("Powertel") and the Company (the "VoiceStream Powertel Agreement"). Pursuant to the VoiceStream Powertel Agreement, a subsidiary of VoiceStream to be formed by VoiceStream will be merged (the "VoiceStream Powertel Merger") with and into Powertel. We understand that VoiceStream has also entered into an Agreement and Plan of Merger, dated as of July 23, 2000, between Deutsche Telekom AG ("DT") and the Company (the "DT VoiceStream Agreement") pursuant to which a subsidiary of DT to be formed by DT will be merged (the "DT VoiceStream Merger") with and into the Company. We understand that DT has also entered into an Agreement and Plan of Merger, dated as of August 26, 2000, between DT and Powertel (the "DT Powertel Agreement") pursuant to which a subsidiary of DT to be formed by DT will be merged (the "DT Powertel Merger") with and into Powertel. We understand that pursuant to the terms of the VoiceStream Powertel Agreement, the VoiceStream Powertel Agreement will automatically terminate concurrently with the closing of the DT VoiceStream Merger (in which event the VoiceStream Powertel Merger will not occur). We are not expressing any opinion herein with respect to the DT Powertel Agreement, the DT Powertel Merger, the DT VoiceStream Agreement or the DT VoiceStream Merger.

Pursuant to the VoiceStream Powertel Agreement, upon consummation of the VoiceStream Powertel Merger, each issued and outstanding share of Common Stock, par value $0.01 per share (the "Powertel Common Stock"), of Powertel shall be converted into a number of shares of Common Stock, par value $0.001 per share (the "VoiceStream Common Stock"), of VoiceStream (the "Conversion Number") equal to (i) 0.75 if the VoiceStream Average Closing Price (as defined below) is $113.33 or below; (ii) 0.65 if the VoiceStream Average Closing Price is $130.77 or above; and (iii) if the VoiceStream Average Closing Price is greater than $113.33 and less than $130.77, the quotient determined by dividing $85.00 by the VoiceStream Average Closing Price, in each case subject to reduction in the event that the aggregate number of outstanding shares of Powertel Common Stock and securities convertible into or exchangeable for shares of Powertel Common Stock as calculated pursuant to the VoiceStream Powertel Agreement exceeds the number specified in the VoiceStream Powertel Agreement. Pursuant to the VoiceStream Powertel Agreement, the "VoiceStream Average Closing Price" means the volume weighted average closing price (based on the Nasdaq National Market System ("Nasdq") composite volume published by the Wall Street Journal) of the VoiceStream Common Stock as publicly reported for Nasdaq as of 4:00 p.m. Eastern Time for ten trading days randomly selected by lot out of the last twenty trading days ending five trading days prior to the closing date of the VoiceStream Powertel Merger. Also pursuant to the VoiceStream Powertel Agreement, upon consummation of the VoiceStream Powertel Merger, each share of Preferred Stock, par value $0.01 per share ("Powertel Preferred Stock"), of Powertel, whether or not such share is convertible by its terms as of the effective time of the VoiceStream Powertel Merger, shall be converted into a number of shares of VoiceStream Common Stock determined by multiplying (A) the Conversion Number by (B) the sum of (1) the number of shares of Powertel Common Stock into which such share of Powertel Preferred Stock would have been converted as of the effective time of the VoiceStream Powertel Merger, if such shares were then convertible and had been converted, plus

E-1
(2) with respect to any share of Series E 6.5% Cumulative Convertible Preferred Stock of Powertel or any share of Series F 6.5% Cumulative Convertible Preferred Stock of Powertel, the number of shares of Powertel Common Stock that represent accrued or declared but unpaid dividends on any such share calculated as if the closing date of the VoiceStream Powertel Merger were a dividend payment date.

Goldman, Sachs & Co., as part of its investment banking business, is continually engaged in the valuation of businesses and their securities in connection with mergers and acquisitions, negotiated underwritings, competitive biddings, secondary distributions of listed and unlisted securities, private placements and valuations for estate, corporate and other purposes. We are familiar with the Company having provided certain investment banking services to the Company, its predecessor, VoiceStream Wireless Corporation, a Washington corporation ("VoiceStream Washington"), and its former parent, Western Wireless Corporation ("Western"), from time to time, including having acted as lead managing underwriter in the initial public offering of 12.65 million shares of Western Common Stock in May 1996; having acted as lead manager in the public offering of $200 million aggregate principal amount of 10.5% senior subordinated notes due June 2006 of Western in May 1996; having acted as lead manager in the private offering of $200 million aggregate principal amount of 10.5% senior subordinated notes due February 2007 of Western in October 1996; having acted as Western's financial advisor in connection with the sale of 19.9% of the outstanding shares of VoiceStream Washington Common Stock to Hutchison PCS (USA) Limited in February 1998; having acted as lead manager in the public offering of 13.915 million shares of Western Common Stock in April 1998; having acted as financial advisor to VoiceStream in connection with its acquisition of Omnipoint Corporation ("Omnipoint") in June 1999; having acted as financial advisor to VoiceStream in connection with its acquisition of Aerial Communications, Inc. ("Aerial") in September 1999; having acted as co-manager in the private offering of $1.1 billion aggregate principal amount of 10¾% senior notes due November 2009 of VoiceStream Washington and the Company and $720 million aggregate principal amount of 11¾% senior discount notes due November 2009 of VoiceStream Washington and the Company in November 1999; having acted as VoiceStream's financial advisor in connection with, and having participated in certain of the negotiations leading to, the DT Voicestream Agreement; and having acted as its financial advisor in connection with, and having participated in certain of the negotiations leading to, the VoiceStream Powertel Agreement. Investment funds affiliated with Goldman, Sachs & Co. have a principal investment in VoiceStream in the amount of 10,088,128 shares of VoiceStream Common Stock and have the right to designate a nominee for election to VoiceStream's Board of Directors. Terence O'Toole, a Managing Director of Goldman, Sachs & Co., is a director of VoiceStream. We have also provided investment banking services in transactions involving Powertel from time to time, including, through an affiliate, having purchased from Ericsson Inc. ("Ericsson"), in December 1997, $165 million aggregate principal amount of a tranche of the loan made by Ericsson to Powertel (the "Ericsson Facility") and, in June 1998, an additional $100 million aggregate principal amount of a tranche of the Ericsson Facility, both tranches of which were subsequently syndicated to other financial institutions. From time to time we have been a lender under the Ericsson Facility and in that context, have been party to agreements with respect to the Ericsson Facility. Goldman, Sachs & Co. provides a full range of financial advisory and securities services and, in the course of its normal trading activities, may from time to time effect transactions and hold securities, including derivative securities, of VoiceStream and Powertel for its own account and for the accounts of customers. As of the date hereof, Goldman, Sachs & Co. accumulated a net long position of 308 shares of Powertel Common Stock. As of the same date and in addition to the principal investment referred to above, Goldman, Sachs & Co. had a net short position of 180,716 shares of VoiceStream Common Stock.

In connection with this opinion, we have reviewed, among other things, the VoiceStream Powertel Agreement; the DT Powertel Agreement and the DT VoiceStream Agreement; Annual Reports to Stockholders and Annual Reports on Form 10-K of the Company (and its predecessors) and Powertel for the four years ended December 31, 1999; the Joint Proxy Statement dated January 25, 2000 in connection
with the acquisitions of Omnipoint and Aerial; certain interim reports to stockholders and Quarterly Reports on Form 10-Q of the Company and Powertel; certain other communications from the Company and Powertel to their respective stockholders; certain internal financial analyses and forecasts for Powertel prepared by management of Powertel; certain internal financial analyses and forecasts for the Company prepared by the Company’s management; and certain financial analyses and forecasts for Powertel prepared by the Company’s management (the “Powertel Forecasts”). We also have held discussions with members of the senior management of the Company and Powertel regarding their assessment of the strategic rationale for, and the potential benefits of, the transaction contemplated by the VoiceStream Powertel Agreement and the past and current business operations, financial condition and future prospects of their respective companies. In addition, we have reviewed the reported price and trading activity for the VoiceStream Common Stock and Powertel Common Stock, compared certain financial and stock market information for the Company and Powertel with similar information for certain other companies the securities of which are publicly traded, reviewed the financial terms of certain recent business combinations in the telecommunications industry specifically and in other industries generally and performed such other studies and analyses as we considered appropriate.

We have relied upon the accuracy and completeness of all of the financial and other information discussed with or reviewed by us and have assumed such accuracy and completeness for purposes of rendering this opinion. In that regard, we have assumed with your consent that the Powertel Forecasts have been reasonably prepared on a basis reflecting the best currently available estimates and judgments of the Company, and that the Powertel Forecasts will be realized in the amounts and time periods contemplated thereby. In addition, we have not made an independent evaluation or appraisal of the assets and liabilities of the Company or Powertel or any of their subsidiaries and we have not been furnished with any such evaluation or appraisal. We have also assumed that all material governmental, regulatory or other consents and approvals necessary for the consummation of the transaction contemplated by the VoiceStream Powertel Agreement will be obtained without any adverse effect on the Company or Powertel or the contemplated benefits of the transactions contemplated by the VoiceStream Powertel Agreement. Our advisory services and the opinion expressed herein are provided for the information and assistance of the Board of Directors of the Company in connection with its consideration of the transaction contemplated by the VoiceStream Powertel Agreement and such opinion does not constitute a recommendation as to how any holder of VoiceStream Common Stock should vote with respect to such transaction.

Based upon and subject to the foregoing and based upon such other matters as we consider relevant, it is our opinion that as of the date hereof the Conversion Number is fair from a financial point of view to VoiceStream.

Very truly yours,

/s/ GOLDMAN, SACHS & CO.
(GOLDMAN, SACHS & CO.)
ANNEX F

OPINION OF MORGAN STANLEY DEAN WITTER
VOICESTREAM/POWERTEL MERGER

August 26, 2000

Board of Directors
PowerTel, Inc.
1239 O.G. Skinner Drive
West Point, Georgia 31833

Members of the Board:

We understand PowerTel, Inc. ("PowerTel" or the "Company") and Deutsche Telekom AG ("DT") propose to enter into an Agreement and Plan of Merger, substantially in the form of the execution draft dated August 26, 2000 (the "Merger Agreement"), which provides, among other things, for the merger (the "Merger") of a corporation to be formed as a wholly-owned subsidiary of DT with and into PowerTel. Pursuant to the Merger, PowerTel will become a wholly-owned subsidiary of DT and each outstanding share of common stock, par value $0.01 per share, of PowerTel (the "PowerTel Common Stock"), other than shares owned by DT or PowerTel, shall be converted into the right to receive 2.6353 ordinary shares of DT (the "DT Common Stock"), subject to adjustment in certain circumstances. In addition, each share of Preferred Stock, par value $0.01 per share, of PowerTel (the "PowerTel Preferred Stock") shall be converted directly into the right to receive DT Common Stock pursuant to the ratio set forth in the Merger Agreement, subject to adjustment in certain circumstances. The terms and conditions of the Merger are more fully set forth in the Merger Agreement.

As you know, VoiceStream Wireless Corporation ("VoiceStream") and DT entered into an Agreement and Plan of Merger, dated as of July 23, 2000 (the "VoiceStream Merger Agreement"), providing for the acquisition of VoiceStream by DT (the "VoiceStream Merger"). We also understand that VoiceStream and PowerTel are entering into a separate merger agreement substantially in the form of the execution draft dated August 26, 2000 (the "Alternative Merger Agreement"), which provides for, among other things, the merger (the "Alternative Merger") of a wholly owned subsidiary ("Alternative Sub") of VoiceStream with and into PowerTel in the event the VoiceStream Merger Agreement is terminated and the VoiceStream Merger is not consummated. Pursuant to the Alternative Merger Agreement, each outstanding share of PowerTel Common Stock, other than shares owned by PowerTel or any subsidiary of PowerTel or by VoiceStream, Alternative Sub or any other subsidiary of VoiceStream, shall be converted into the right to receive a certain number of shares of common stock, $0.001 par value, of VoiceStream (the "VoiceStream Common Stock"), determined pursuant to the formula(s) set forth in the Alternative Merger Agreement. In addition, each share of PowerTel Preferred Stock shall be converted directly into the right to receive shares of VoiceStream Common Stock in accordance with the formula(s) set forth in the Alternative Merger Agreement. The terms and conditions of the Alternative Merger are more fully set forth in the Alternative Merger Agreement. For the purposes of our opinion, we have assumed that each share of the PowerTel Preferred Stock has been converted into PowerTel Common Stock immediately prior to the consummation of the Merger or Alternative Merger. Our opinion does not extend to the conversion terms of the PowerTel Preferred Stock into PowerTel Common Stock.

You have asked for our opinion as to whether (i) the consideration to be received by the holders of shares of PowerTel Common Stock and PowerTel Preferred Stock pursuant to the Merger Agreement is fair from a financial point of view to holders of shares of the PowerTel Common Stock and PowerTel Preferred Stock and (ii) in the event the VoiceStream Merger is not consummated, the consideration to be received by the holders of shares of the PowerTel Common Stock and PowerTel Preferred Stock pursuant to the Alternative Merger Agreement is fair from a financial point of view to holders of shares of the PowerTel Common Stock and PowerTel Preferred Stock.

F-1