

Annex 1.05(o)

At the Effective Time, DT shall deliver to the Escrow Agent for the account of a U.S. trust (the "**Warrants Trust**"), the trustee of which shall be a United States bank or trust company or other independent financial institution in the United States (other than the Escrow Agent) reasonably satisfactory to DT and Voicestream (the "**Warrants Trustee**") that number of DT Ordinary Shares which the Warrantholders are entitled to receive by exercising the Warrants (the "**Warrants Trust Amount**") in consideration for the share for share Voicestream exchange, and the Warrants Trustee shall assume the obligations to issue shares of DT Common Stock on conversion of the Warrants. The DT Ordinary Shares shall be held in the name of the Warrants Trustee for the sole purpose of satisfying the obligations relating to the exercise of the Warrants. In connection therewith, the Warrants Trustee, DT and the Escrow Agent shall enter into an agreement establishing such Warrants Trust for the sole purpose of satisfying the exercise obligations under the terms of the Omnipoint Corporation Remainder Warrant Certificate (the "**Warrants Trust Agreement**"). Voicestream shall have no right, title, interest or claim on any of the assets held in the Warrants Trust.

Upon exercise of any Warrants by any holder thereof, the Warrants Trustee shall deliver to such holder that number of DT Ordinary Shares into which such Warrants were converted. Fractional Interests shall be settled in accordance with Section 1.09 of this Agreement. At such times as any right to exercise Warrants expires, the DT Ordinary Shares in the Warrants Trust that pertain to such Warrants shall be returned to DT or, at the option of DT, shall be sold and the proceeds thereof delivered to DT. At such time as all the Warrants have been exercised or the right to exercise such Warrants has otherwise expired, any DT Ordinary Shares or any cash in the Warrants Trust shall be returned to DT or, at the option of DT, any such DT Ordinary Shares

shall be sold and the proceeds thereof delivered to DT, and the Warrants Trust shall be terminated. Except as provided above, the Warrants Trustee shall hold the DT Ordinary Shares and shall not otherwise transfer them. Upon a bankruptcy, insolvency or any other event under German law that is substantially similar to a bankruptcy or insolvency of DT (including without limitation Insolvenzverfahren), any DT Ordinary Shares in the Warrants Trust at such time shall, to the extent legally permissible, be immediately returned to DT and the holders shall exercise all rights relating to the Warrants against DT for delivery of the DT Ordinary Shares returned to DT pursuant to the exercise of the Warrants subject to the rights of creditors of DT in general and other restrictions of applicable insolvency laws.

The Warrants Trust Agreement shall provide that the Warrants Trustee shall irrevocably waive any dividend, voting and subscription rights pertaining to the DT Ordinary Shares while such Shares are held in the Warrants Trust.

DT shall take, or shall cause to be taken, all actions as are necessary or advisable for the conversion of the Warrants in accordance with this Annex 1.05(o) of this Agreement, including (i) the issuance and listing of DT Ordinary Shares as is necessary to effect the transactions contemplated by this Annex 1.05(o) of this Agreement, (ii) entering into such agreements as are necessary or advisable to establish the Warrants Trust and (iii) the filing of a registration statement with the SEC on any applicable form to register the delivery by the Trustee of the DT Ordinary Shares held in the Warrants Trust.

Voicestream shall take, or shall cause to be taken, all actions as are necessary or advisable to effect the transactions contemplated by this Annex 1.05(o) of this Agreement.

Annex 1.05(p)

On the Closing Date, as soon as possible after the Effective Time, DT shall deliver to the Escrow Agent for the account of a U.S. trust (the "**Cook Inlet Partners Shares Trust**"), the trustee of which shall be the same United States bank or trust company or other independent financial institution in the United States that is serving as the Options Trustee (the "**Cook Inlet Partners Shares Trustee**"), that number of DT Ordinary Shares which the Cook Inlet Partners are entitled to receive in respect of their exchange rights (the "**Cook Inlet Partners Shares Trust Amount**") in consideration for the share for share Voicestream exchange, and the Cook Inlet Partners Shares Trustee shall assume the obligations to issue shares of DT Ordinary Shares upon the exercise of the Cook Inlet Partners' rights to exchange their respective interests in the Cook Inlet Joint Ventures or Affiliates of such ventures, as the case may be, for DT Ordinary Shares. The DT Ordinary Shares shall be held in the name of the Cook Inlet Partners Shares Trustee for the sole purpose of effecting the afore-referenced exchange rights in respect of the Cook Inlet Partners Shares. In connection therewith, the Cook Inlet Partners Shares Trustee, DT and the Escrow Agent shall enter into an agreement establishing such Cook Inlet Partners Shares Trust for the sole purpose of satisfying the exchange obligations of DT under the terms of the Cook Inlet Partners' exchange rights (the "**Cook Inlet Partners Shares Trust Agreement**"). Voicestream shall have no right, title, interest or claim on any of the assets held in the Cook Inlet Partners Shares Trust. Any right of a Cook Inlet Partner to receive cash in respect of its exchange rights shall be exercisable against DT and not the Cook Inlet Partners Shares Trustee.

Upon the exercise of any Cook Inlet Partners' exchange rights by any of the Cook Inlet Partners, the Cook Inlet Partners Shares Trustee shall deliver to such Cook Inlet Partner that number of DT Ordinary Shares for which such Cook Inlet Partner's exchange rights were

exchangeable. Fractional Interests shall be settled in accordance with Section 1.09 of this Agreement. At such times as any Cook Inlet Partners' exchange right expires or is waived (including by the exercise by such Cook Inlet Partner of its cash election in respect of its exchange right), the DT Ordinary Shares in the Cook Inlet Partners Shares Trust that pertain to such Cook Inlet Partners' expired exchange rights (or portion thereof) shall be returned to DT or, at the option of DT, shall be sold and the proceeds thereof delivered to DT. At such time as all the Cook Inlet Partners' exchange rights have been exchanged or the right to exchange such Cook Inlet Partners Shares has otherwise expired or been waived, any DT Ordinary Shares or any cash that remains in the Cook Inlet Partners Shares Trust shall be returned to DT or, at the option of DT, any such DT Ordinary Shares shall be sold and the proceeds thereof delivered to DT, and the Cook Inlet Partners Shares Trust shall be terminated. Except as provided above, the Cook Inlet Partners Shares Trustee shall hold the DT Ordinary Shares and shall not otherwise transfer them. Upon a bankruptcy, insolvency or any other event under German law that is substantially similar to a bankruptcy or insolvency of DT (including, without limitation, *Insolvenzverfahren*), any DT Ordinary Shares in the Cook Inlet Partners Shares Trust at such time shall, to the extent legally permissible, be immediately returned to DT and the holders shall exercise all rights relating to the Cook Inlet Partners Shares against DT for delivery of the DT Ordinary Shares returned to DT pursuant to the exercise of the Cook Inlet Partners Shares subject to the rights of creditors of DT in general and other restrictions of applicable insolvency laws.

The Cook Inlet Partners Shares Trust Agreement shall provide that the Cook Inlet Partners Shares Trustee shall irrevocably waive any dividend, voting and subscription rights

pertaining to the DT Ordinary Shares while such Shares are held in the Cook Inlet Partners Shares Trust.

DT shall take, or shall cause to be taken, all actions as are necessary or advisable for the conversion of the Cook Inlet Partners' exchange rights in accordance with this Annex 1.05(h) of this Agreement, including (i) the issuance and listing of DT Ordinary Shares as is necessary to effect the transactions contemplated by this Annex 1.05(h) of this Agreement, (ii) entering into such agreements as are necessary or advisable to establish the Cook Inlet Partners Shares Trust and (iii) the filing of a registration statement with the SEC on any applicable form to register the delivery by the Trustee of the DT Ordinary Shares held in the Cook Inlet Partners Shares Trust.

Voicestream shall take, or shall cause to be taken, all actions as are necessary or advisable to effect the transactions contemplated by this Annex 1.05(h) of this Agreement.

Annex 1.08(a)

On the Closing Date, as soon as possible after the Effective Time, DT shall issue to the Escrow Agent for the account of a U.S. trust (the "**Options Trust**"), the trustee of which shall be a United States bank or trust company or other independent financial institution in the United States (other than the Escrow Agent) reasonably satisfactory to DT and Voicestream (the "**Options Trustee**"), that number of DT Ordinary Shares equal to the Voicestream Option Amount in consideration for the share for share Voicestream exchange. In connection therewith, the Trustee shall assume the obligation to satisfy the Voicestream Rollover Options. The DT Ordinary Shares shall be held in the name of the Options Trustee for the sole purpose of satisfying obligations under the Voicestream Rollover Options. In connection therewith, the Options Trustee, DT and the Escrow Agent shall enter into an agreement prior to the Effective Time establishing such Options Trust for the sole purpose of satisfying obligations under the Voicestream Rollover Options (the "**Options Trust Agreement**"). Voicestream shall have no right, title, interest or claim on any of the assets held in the Options Trust.

Upon exercise of any Voicestream Rollover Option by the holder thereof and, except as set forth below for cashless exercises delivery by such holder to the Options Trustee of the consideration for the exercise therefor, the Options Trustee shall deliver to such holder that number of DT Ordinary Shares for which such Voicestream Rollover Option was exercisable. In the event that a holder of Voicestream Rollover Options elects to exercise a Voicestream Rollover Option pursuant to a "cashless exercise," to the extent permitted in the applicable Option Plan (or any award agreement thereunder), such holder shall notify the Options Trustee and shall retain a broker in accordance with the procedures set forth in the applicable Option Plan to sell the number of DT Ordinary Shares equal to the exercise price of such Voicestream

Rollover Option and the broker shall deliver the proceeds of such DT Ordinary Shares up to an amount equal to the exercise price to the Options Trustee and shall deliver the balance of the DT Ordinary Shares to the holder. In the event that a holder elects to have DT Ordinary Shares withheld to satisfy withholding tax obligations applicable to the exercise of a Voicestream Rollover Option to the extent permitted by the applicable Option Plan (or any award agreement thereunder), such holder shall notify the Options Trustee and the Options Trustee shall retain a broker in accordance with the procedures set forth in the applicable Voicestream Option Plan to sell the number of DT Ordinary Shares equal to the withholding tax obligations applicable to such exercise and the broker shall deliver the proceeds of such DT Ordinary Shares up to an amount equal to the withholding tax obligations to the Options Trustee and the balance of the DT Ordinary Shares to the holder.

At such times as any Voicestream Rollover Option expires, the DT Ordinary Shares in the Options Trust that pertain to such Voicestream Rollover Option shall be returned to DT or, at the option of DT, shall be sold and the proceeds thereof delivered to DT. The consideration delivered to the Options Trustee for the exercise of any Voicestream Rollover Option shall thereupon be delivered to DT. At such time as all the Voicestream Rollover Options have been exercised or expired, any DT Ordinary Shares or any consideration for the exercise of any Voicestream Rollover Option that remain in the Options Trust shall be returned to DT or, at the option of DT, any such DT Ordinary Shares shall be sold and the proceeds thereof delivered to DT, and the Options Trust shall be terminated. Except as provided above, the Options Trustee shall hold the DT Ordinary Shares and shall not otherwise transfer them. Upon a bankruptcy or insolvency of DT or Voicestream or any other event under German or, as the case may be, U.S. law that is substantially similar to a bankruptcy or insolvency of DT or Voicestream (including

without limitation Insolvenzverfahren). the assets of the Options Trust shall be held for the benefit of DT's or Voicestream's, as the case may be, general creditors.

The Options Trust Agreement shall provide that the Options Trustee shall irrevocably waive any dividend, voting and subscription rights pertaining to the DT Ordinary Shares while such Shares are held in the Options Trust.

By no later than the Effective Time, DT shall take, or shall cause to be taken, all actions as are necessary or advisable for the conversion of the Options in accordance with Annex 1.08 of this Agreement, including (i) the issuance and listing of DT Ordinary Shares as is necessary to effect the transactions contemplated by Annex 1.08(a) of this Agreement, (ii) entering into such agreements as are necessary or advisable to establish the Options Trust and (iii) the filing of a registration statement with the SEC on Form S-8 or any other applicable form to register the DT Ordinary Shares held in the Options Trust.

Voicestream shall take, or shall cause to be taken, all actions as are reasonably necessary or advisable to amend and/or make determinations under the applicable Option Plans to effect the transactions contemplated by this Annex 1.08(a) and Section 1.08 of this Agreement.

The Options Trust Agreement shall be subject to the review and approval of Voicestream prior to the Effective Time, which approval shall not be unreasonably withheld. In the event of any corporate transaction involving the DT Ordinary Shares, including without limitation a stock split, stock dividend, spin-off, merger or reorganization, the number and kind of shares in the Options Trust shall be appropriately and equitably adjusted. In the event the Options Trust does not honor the exercise of a Voicestream Rollover Option or otherwise deliver DT Ordinary Shares upon the exercise of a Voicestream Rollover Option, DT shall upon written notice from the holder of such option, deliver or cause to be delivered to such holder the appropriate number

of DT Ordinary Shares due upon exercise, or, if not permitted by law to deliver such shares, DT shall or shall cause to be delivered to such holder the excess of the aggregate fair market value on such date of the DT Ordinary Shares with respect to which such option is exercised minus the aggregate exercise price payable with respect to such exercise. Any return of DT Ordinary Shares to DT described above shall have no effect upon the terms and conditions of the Voicestream Rollover Options or the rights of the optionees.

If the Trustee (including in the case of bankruptcy, insolvency or similar events, as described above) is under applicable law prohibited from fulfilling its obligations to deliver shares with respect to the Voicestream Rollover Options pursuant to the terms and conditions of the Voicestream Rollover Options, DT shall, at the election of the option holder, cause to be substituted for the Voicestream Rollover Options stock appreciation rights exercisable against DT for cash on substantially similar terms and conditions as the Voicestream Rollover Options.

Annex 1.08(b)

On the Closing Date, as soon as possible after the Effective Time, DT shall issue to the Escrow Agent for the account of a U.S. trust (the "**Restricted Shares Trust**"), the trustee of which shall be a United States bank or trust company or other independent financial institution in the United States (other than the Escrow Agent) reasonably satisfactory to DT and Voicestream (the "**Restricted Shares Trustee**"), that number of DT Ordinary Shares equal to the Restricted Share Amount in consideration for the share for share Voicestream exchange. In connection therewith, the Trustee shall assume the obligation to satisfy the Voicestream Rollover Restricted Shares. The DT Ordinary Shares shall be held in the name of the Restricted Shares Trustee for the sole purpose of satisfying obligations under the Voicestream Rollover Restricted Shares. In connection therewith, the Restricted Shares Trustee, DT and the Escrow Agent shall enter into an agreement establishing such Restricted Shares Trust for the sole purpose of satisfying obligations under the Voicestream Restricted Shares (the "**Restricted Shares Trust Agreement**").

Voicestream shall have no right, title, interest or claim on any of the assets held in the Restricted Shares Trust.

Upon vesting of any Voicestream Rollover Restricted Share, the Restricted Shares Trustee shall deliver to such holder that number of DT Ordinary Shares with respect to which such Voicestream Rollover Restricted Shares vested.

At such times as any Voicestream Rollover Restricted Share expires, the DT Ordinary Shares in the Restricted Shares Trust that pertain to such Voicestream Rollover Restricted Shares shall be returned to DT or, at the option of DT, shall be sold and the proceeds thereof delivered to DT. At such time as all the Voicestream Rollover Restricted Shares have been vested or expired, any DT Ordinary Shares that remain in the Restricted Shares Trust shall be returned to

DT or, at the option of DT, any such DT Ordinary Shares shall be sold and the proceeds thereof delivered to DT, and the Restricted Shares Trust shall be terminated. Except as provided above, the Restricted Shares Trustee shall hold the DT Ordinary Shares and shall not otherwise transfer them. Upon a bankruptcy, insolvency or any other event under German law that is substantially similar to a bankruptcy or insolvency of DT or Voicestream (including without limitation Insolvenzverfahren) the assets of the Restricted Shares Trust shall be held for the benefit of DT's or Voicestream's, as the case may be, general creditors.

All cash dividends on the Voicestream Rollover Restricted Shares shall be paid to the holders of Voicestream Restricted Shares, and all other distributions on the Voicestream Rollover Restricted Shares shall be treated in the same manner as such distributions would have been treated on the Voicestream Restricted Shares.

By no later than the Effective Time, DT shall take, or shall cause to be taken, all actions as are necessary or advisable for the conversion of the Restricted Shares in accordance with Annex 1.08 of this Agreement, including (i) the issuance and listing of DT Ordinary Shares as is necessary to effect the transactions contemplated by Annex 1.08 of this Agreement and (ii) entering into such agreements as are necessary or advisable to establish the Restricted Shares Trust.

Voicestream shall take, or shall cause to be taken, all actions as are necessary or advisable to amend and/or make determinations under the applicable Voicestream Plans to effect the transactions contemplated by this Annex 1.08.

The Restricted Shares Trust Agreement shall be subject to the review and approval of Voicestream prior to the Effective Time, which approval shall not be unreasonably withheld. In the event of any corporate transaction involving the DT Ordinary Shares, including without

limitation a stock split, stock dividend, spin-off, merger or reorganization, the number and kind of shares in the Restricted Shares Trust shall be appropriately and equitably adjusted. In the event the Restricted Shares Trust does not deliver DT Ordinary Shares upon the vesting of the Voicestream Rollover Restricted Shares, DT shall upon written notice from the holder of such Voicestream Rollover Restricted Share deliver or cause to be delivered to such holder the appropriate number of DT Ordinary Shares due upon exercise or, if not permitted by law to deliver such shares, DT shall or shall cause to be delivered to such holder the aggregate fair market value on such date of the Voicestream Rollover Restricted Shares which vested, less any applicable withholding taxes. Any return of DT Ordinary Shares to DT described above shall have no effect upon the terms and conditions of the Voicestream Rollover Restricted Shares or the rights of the employees.

If the Trustee (including in the case of bankruptcy, insolvency or similar events as described above) is prohibited under applicable law from fulfilling its obligations to deliver shares with respect to the Voicestream Rollover Restricted Shares pursuant to the terms and conditions of the Voicestream Rollover Restricted Shares, DT shall, at the election of the restricted shareholders, cause to be substituted for the Voicestream Rollover Restricted Shares phantom stock rights which vest for cash against DT on substantially similar terms and conditions as the Voicestream Rollover Restricted Shares.

Annex 1.12

On the Closing Date, as soon as possible after the Effective Time, DT shall deliver to the Escrow Agent for the account of a U.S. trust (the "**Dissenting Stockholders Trust**"), the trustee of which shall be a United States bank or trust company or other independent financial institution in the United States (other than the Escrow Agent) reasonably satisfactory to DT and Voicestream (the "**Dissenting Stockholders Trustee**") that number of DT Depositary Shares and cash that would have been issued under Mixed Elections but for the holders of such Voicestream Common Shares having not voted in favor of the Merger, and delivered a written demand for appraisal of such shares in the manner provided by Delaware Law and who shall not have effectively withdrawn or lost their appraisal rights as of the Effective Time (the "**Dissenting Shareholder Amount**") in consideration for the share for share Voicestream exchange, and the Dissenting Stockholders Trustee shall assume the obligations under the Merger Agreement to issue such DT Depositary Shares and cash to such Dissenting Stockholders. Additional cash payments in respect of Dissenting Shares will be made with funds supplied by Voicestream. The DT Depositary Shares shall be held in the name of the Dissenting Stockholders Trustee for the sole purpose of satisfying obligations under the Merger Agreement to issue DT Depositary Shares to such Dissenting Stockholders. In connection therewith, the Dissenting Stockholders Trustee, DT and the Escrow Agent shall enter into an agreement establishing such Dissenting Stockholders Trust for the sole purpose of satisfying obligations under the Merger Agreement to issue such DT Depositary Shares and cash to such Dissenting Stockholders (the "**Dissenting Stockholders Trust Agreement**"). Voicestream shall have no right, title, interest or claim on any of the assets held in the Dissenting Stockholders Trust.

If a holder of Dissenting Shares becomes entitled to DT Depositary Shares and cash under the Merger Agreement as a result of the effective withdrawal or loss of their appraisal

rights under Delaware Law after the Effective Date, the Dissenting Stockholders Trustee shall deliver to such holder that number of DT Depositary Shares and cash for which such holder of Dissenting Shares is entitled pursuant to the deemed Mixed Election for such shares. At such time as all the rights of holders of Dissenting Shares to receive DT Depositary Shares and cash pursuant to the Merger Agreement have been forfeited or expired, any DT Depositary Shares or any cash that remain in the Dissenting Stockholders Trust shall be returned to DT or, at the option of DT, any such DT Depositary Shares shall be sold and the proceeds thereof delivered to DT, and the Dissenting Stockholders Trust shall be terminated. Except as provided above, the Dissenting Stockholders Trustee shall hold the DT Depositary Shares and shall not otherwise transfer them. Upon a bankruptcy, insolvency or any other event under German law that is substantially similar to a bankruptcy or insolvency of DT (including without limitation Insolvenzverfahren), any DT Depositary Shares in the Dissenting Stockholders Trust at such time shall, to the extent legally permissible, be immediately returned to DT and the holders of Dissenting Shares shall exercise all rights under the Merger Agreement to receive DT Depositary Shares against DT in connection with their effective withdrawal or loss of appraisal rights under Delaware Law after the Effective Date, subject to the rights of creditors of DT in general and other restrictions of applicable insolvency laws.

The Dissenting Stockholders Trust Agreement shall provide that the Dissenting Stockholders Trustee shall irrevocably waive any dividend, voting and subscription rights pertaining to the DT Depositary Shares while such Shares are held in the Dissenting Stockholders Trust.

Schedule 5.15(a)(D)

Ron Sommer

Jeffrey A. Hedburg

Kai-Uwe Ricke (Chairman)

Carl-Gerhard Eick

Schedule 5.17

Without the intention to interfere with the rights and powers of DT's and T-Mobile's shareholders meetings, Supervisory Boards (AUFSICHTSRAT) and Management Boards (VORSTAND) and subject to §§95 et seq., §84 of the German Stock Corporation Law and §§6 et seq. of the Co-determination Law of 1976, DT will use all reasonable efforts after the Effective Time to (i) recommend to the shareholders and organizational bodies of DT to include a person nominated by Voicestream in consultation with DT, who is reasonably acceptable to DT, as a member of the DT Supervisory Board (Aufsichtsrat) in replacement for one of the current members of such Supervisory Board, and (ii) cause T-Mobile to recommend to the shareholders and organizational bodies of T-Mobile to include a person nominated by Voicestream in consultation with DT, who is reasonably acceptable to DT, as a member of each of the Management Board (VORSTAND) of T-Mobile, the T-Mobile Supervisory Board (AUFSICHTSRAT) and the T-Mobile Executive Committee.

FORM OF VOICESTREAM AFFILIATE LETTER TO DT

[Date]

DT
[Address]

Dear Sir/Madam:

Reference is made to the provisions of the Agreement and Plan of Merger, dated as of July 23, 2000 (together with any amendments thereto, the "**Merger Agreement**"), between Voicestream, a Delaware corporation ("**Voicestream**") and DT, an AKTIENGESELLSCHAFT organized and existing under the laws of the Federal Republic of Germany ("**DT**"), pursuant to which DT will form a Delaware corporation ("**Merger Sub**") which will be merged with and into Voicestream, with Voicestream continuing as the surviving corporation (the "**Merger**"). This letter constitutes the undertakings of the undersigned contemplated by the Merger Agreement, and is being furnished pursuant to Section 5.11 thereto.

I understand that I may be deemed to be an "affiliate" of Voicestream, as such term is defined for purposes of paragraphs (c) and (d) of Rule 145 ("**Rule 145**") promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"). Execution of this letter shall not be construed as an admission of "affiliate" status nor as a waiver of any rights that I may have to object to any claim that I am an "affiliate" on or after the date of this letter.

If in fact I were to be deemed an "affiliate" of Voicestream under paragraphs (c) and (d) of Rule 145, my ability to sell, transfer or otherwise dispose of any of the American Depositary Shares, each representing the right to receive one DT Ordinary Share (the "**DT Depositary Shares**"), which may be evidenced by one or more receipts or any underlying DT Ordinary Shares (together with the DT Depositary Shares, the "**DT Securities**"), of DT received by me in exchange for any shares of common stock, par value \$0.001 per share, of Voicestream (the "**Voicestream Common Shares**") pursuant to the Merger may be restricted.

I hereby represent, warrant and covenant to DT that:

I will not sell, pledge, transfer or otherwise dispose of any of the DT Securities except (i) pursuant to an effective registration statement under the Securities Act, or (ii) as permitted by, and in accordance with, Rule 145 or another applicable exemption under the Securities Act and the rules and regulations promulgated thereunder;

I hereby acknowledge that DT is under no obligation to register the sale, transfer, pledge or other disposition of the DT Securities or to take any other action necessary for the purpose of making an exemption from registration available.

I understand that DT will issue stop transfer instructions to its transfer agents with respect to the DT Securities.

The term DT Securities as used in this letter shall mean and include not only the common stock of DT as presently constituted, but also any other stock which may be issued in exchange for, in lieu of, or in addition to, all or any part of such DT Securities.

I agree that, from time to time, at DT's reasonable request and without further consideration, I shall execute and deliver such additional documents and shall use my reasonable best efforts to take all such further lawful action as may be reasonably necessary or desirable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by the Merger Agreement.

I hereby acknowledge that I understand the requirements of this letter and the limitations imposed upon the transfer, sale or other disposition of the Voicestream Common Shares and the DT Securities.

Very truly yours,

Name:

EXHIBIT C - SEE TABS 17-20