

RESERVED

DEUTSCHE TELEKOM AG

July 23, 2000

Allen & Company Incorporated
711 Fifth Avenue
New York, NY 10022

Ladies and Gentlemen:

Reference is made to the Agreement and Plan of Merger, dated as of July 23, 2000, between Deutsche Telekom AG and VoiceStream Wireless Corporation (the "Merger Agreement"). Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Merger Agreement.

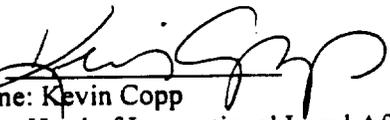
Allen & Co. agrees that, in the event it has not theretofore exercised each outstanding Warrant that it owns, it will deliver to DT by not later than the Election Deadline, a written notice irrevocably electing, if and when it exercises the Warrants, to receive in respect of the VoiceStream Common Shares issuable upon exercise of the Warrants the form and amount of consideration ultimately received by holders of VoiceStream Common Shares in the Merger who made either the Cash Election, the Stock Election or the Mixed Election, and in the event it fails to deliver such a notice it shall be deemed to have elected to receive, if and when it exercises the Warrants, the Mixed Election consideration with respect to all of such underlying shares.

This letter agreement may be executed in counterparts, each of which when taken together shall constitute one agreement.

Please conform your agreement with the foregoing by signing and returning one copy of the letter agreement to the undersigned, whereupon this letter agreement shall become a binding agreement among the parties hereto with effect as of the date first written above.

Very truly yours,

DEUTSCHE TELEKOM AG

By: 
Name: Kevin Copp
Title: Head of International Legal Affairs

Accepted and agreed as of
the date first written above:

ALLEN & COMPANY INCORPORATED

By: _____
Name:
Title:

FROM WACHTELL LIPTON ROSEN&KATZ

(SUN) 7. 23 00 19:44/ST. 19. 43. NO. 4861315391 P. 2

DEUTSCHE TELEKOM AG

July 23, 2000

Allen & Company Incorporated
711 Fifth Avenue
New York, NY 10022

Ladies and Gentlemen:

Reference is made to the Agreement and Plan of Merger, dated as of July 23, 2000, between Deutsche Telekom AG and VoiceStream Wireless Corporation (the "Merger Agreement"). Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Merger Agreement.

Allen & Co. agrees that, in the event it has not theretofore exercised each outstanding Warrant that it owns, it will deliver to DT by not later than the Election Deadline, a written notice irrevocably electing, if and when it exercises the Warrants, to receive in respect of the VoiceStream Common Shares issuable upon exercise of the Warrants the form and amount of consideration ultimately received by holders of VoiceStream Common Shares in the Merger who made either the Cash Election, the Stock Election or the Mixed Election, and in the event it fails to deliver such a notice it shall be deemed to have elected to receive, if and when it exercises the Warrants, the Mixed Election consideration with respect to all of such underlying shares.

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Please conform your agreement with the foregoing by signing and returning one copy of the letter agreement to the undersigned, whereupon this letter agreement shall become a binding agreement among the parties hereto with effect as of the date first written above.

Very truly yours,

DEUTSCHE TELEKOM AG

By: _____
Name: Kevin Copp
Title: Head of International Legal Affairs

Accepted and agreed as of
the date first written above:

ALLEN & COMPANY INCORPORATED

By: 
Name: RICHARD FRIES
Title: MANAGING DIRECTOR AND CEO

07/23 10:23PM (02:28) on RightFax line 11 for TCOY3
07/23/00 21:31 FAX 8088647808
Jul 23 00 08:40P

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Peter Dilorio P. 1

DEUTSCHE TELEKOM AG

July 23, 2000

Richard Fields
711 Fifth Avenue
New York, NY 10022

Ladies and Gentlemen:

Reference is made to the Agreement and Plan of Merger, dated as of July 23, 2000, between Deutsche Telekom AG and VoiceStream Wireless Corporation (the "Merger Agreement"). Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Merger Agreement.

You agree that, in the event you have not theretofore exercised each outstanding Warrant that you own, you will deliver to DT by not later than the Election Deadline, a written notice irrevocably electing, if and when you exercise the Warrants, to receive in respect of the VoiceStream Common Shares issuable upon exercise of the Warrants the form and amount of consideration ultimately received by holders of VoiceStream Common Shares in the Merger who made either the Cash Election, the Stock Election or the Mixed Election, and in the event you fail to deliver such a notice you shall be deemed to have elected to receive, if and when you exercise the Warrants, the Mixed Election consideration with respect to all of such underlying shares.

This letter agreement may be executed in counterparts, each of which when taken together shall constitute one agreement.

Please conform your agreement with the foregoing by signing and returning one copy of the letter agreement to the undersigned, whereupon this letter agreement shall become a binding agreement among the parties hereto with effect as of the date first written above.

Very truly yours,

DEUTSCHE TELEKOM AG

By: 
Name: Kevin Copp
Title: Head of International Legal Affairs

Accepted and agreed as of
the date first written above.


Richard Fields

WV176781



VOICESTREAM WIRELESS CORPORATION

July 23, 2000

Allen & Company Incorporated
711 Fifth Avenue
New York, New York 10022

Richard Fields
711 Fifth Avenue
New York, New York

Ladies and Gentlemen:

Reference is made to the Agreement and Plan of Merger (the "Merger Agreement") of even date herewith between Deutsche Telekom AG and VoiceStream Wireless Corporation ("VoiceStream"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement.

VoiceStream agrees that it will observe and perform any registration rights obligations it may have with respect to the VoiceStream Common Shares underlying the Warrants that each of you own and that the Merger Agreement and the transactions contemplated thereby shall not otherwise restrict VoiceStream's compliance therewith.

This Letter Agreement may be executed in counterparts, each of which taken together shall constitute one Agreement.

Very truly yours,

**VOICESTREAM WIRELESS
CORPORATION**

By: _____

Name:

Title:

RESERVED



RESERVED



AGREEMENT

THIS AGREEMENT is entered into by and among Cook Inlet GSM, Inc. ("CIGI"), Cook Inlet Telecommunications, Inc., a Delaware corporation ("CITI" and, together with CIGI, "Cook Inlet"), Deutsche Telekom, an AKTIENGESELLSCHAFT organized and existing under the laws of the Federal Republic of Germany ("Purchaser"), and VoiceStream Wireless Corporation, a Delaware corporation ("Target") as of the ___ day of July, 2000.

WHEREAS, Purchaser and Target have executed and delivered to each other that certain Agreement and Plan of Merger dated as of the date of this agreement (the "Merger Agreement");

WHEREAS, CIGI and Target are parties to (i) that certain Exchange Rights Agreement dated as of May 3, 1999, (ii) that certain Exchange Rights Agreement (CI-VS II) dated as of February 25, 2000 and (iii) that certain Exchange Rights Agreement (CI-VS III) dated as of February 25, 2000 (such agreements, together, the "CIGI Exchange Agreements");

WHEREAS, CITI, VoiceStream PCS BTA I Corporation, a Delaware corporation, Western Wireless Corporation, a Washington corporation and Target are parties to that certain Exchange Rights Acquisition and Grant Agreement dated as of December 17, 1998 (the "CITI Exchange Agreement" and, together with the CIGI Agreements, the "Exchange Agreements");

WHEREAS, pursuant to the Exchange Agreements, Cook Inlet has certain rights, exercisable at various times, to exchange certain partnership or membership interests held by it for the common stock of Target ("Target Stock");

WHEREAS, the Exchange Agreements require Purchaser as the "Successor Entity" under the Exchange Agreements to assume certain obligations of Target in connection with the transactions contemplated by the Merger Agreement;

NOW, THEREFORE, in consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. **Assumption and Acknowledgment.** (a) Effective as of the Effective Time, Purchaser (i) assumes all obligations of Target pursuant to the Exchange Agreements, including the obligation to deliver to Cook Inlet such cash, shares of stock, securities or assets or other consideration as Cook Inlet may be entitled to acquire under the Exchange Agreements and (ii) agrees that CIGI shall continue to have the benefit of Sections 2.3 and 2.4 of each CIGI Exchange Agreement and that CITI shall continue to have the benefit of Section 3.3 of the CITI Exchange Agreement, in each case with respect to increases or combinations of Purchaser's securities or Organic Changes (as defined in the CIGI Exchange Agreements) or VoiceStream Organic Changes (as defined in the CITI Exchange Agreement) of Purchaser.

(b) Cook Inlet acknowledges and agrees that (i) the agreements of Purchaser set forth in this agreement are satisfactory in form and substance to Cook Inlet pursuant to Section 2.4 of the CIGI Exchange Agreements and Section 3.3 of the CITI Exchange and satisfy those

obligations of Target required to be satisfied prior to the Effective Time, which arise under the Exchange Agreements due to the Merger's constituting an Organic Change under the CIGI Agreements and a VoiceStream Organic Change under the CITI Agreement, and (ii) Section 4 of the CITI Exchange Agreement shall not apply to Purchaser.

2. Exchanges Not Completed Prior to Effective Time. With respect to those Exchange Agreements pursuant to which Cook Inlet has not consummated an exchange for Target Stock prior to the Effective Time:

(a) No later than the Election Deadline, Cook Inlet shall indicate to Purchaser in writing (the "Election Date Notice") whether it elects as the consideration it may receive pursuant to such Exchange Agreement the consideration that was ultimately payable to those Target shareholders (after giving effect to any adjustments or prorations made pursuant to the Merger Agreement) who made the Cash Election, those who made the Mixed Election or those who made the Stock Election; provided, however, that nothing in this paragraph shall be construed to eliminate or affect Cook Inlet's "Cash Election" under the CIGI Exchange Agreements for Non-cash Consideration or its other rights under Section 2.3 and 2.4 of the CIGI Exchange Agreements, including its rights to a "Guaranteed Rate" as set forth in Section 2.4(a) thereof.

(b) For purposes of Section 2.4 of the CIGI Exchange Agreements, (i) Cook Inlet and Purchaser shall treat as "Cash Consideration" the amount of cash payable to a holder of one share of Target Stock who made the election specified in the Election Date Notice multiplied by the number of shares of Target Stock that would have been issued to Cook Inlet if it had been able to and had consummated its exchange under the CIGI Exchange Agreement immediately prior to the Effective Time and (ii) the parties shall treat as "Non-cash Consideration" the number of ordinary shares of Purchaser ("Purchaser Ordinary Shares") issuable to a holder of one share of Target stock who made the election specified in the Election Date Notice multiplied by the number of shares of Target Stock that would have been issued to Cook Inlet if it had been able to and had consummated its exchange under the CIGI Exchange Agreement immediately prior to the Effective Time. For purposes of Section 3.3 of the CITI Exchange Agreement, upon a VoiceStream Exchange (as defined in the CITI Exchange Agreement), Cook Inlet shall be entitled to receive the amount of cash payable to, and number of Purchaser Ordinary Shares issuable to, a holder of one share of Target stock who made the election specified in the Election Date Notice multiplied by the number of shares of Target Stock that would have been issued to Cook Inlet if it had been able to and had consummated its exchange under the CITI Exchange Agreement immediately prior to the Effective Time.

(c) To the extent that any Purchaser Ordinary Shares are issuable to Cook Inlet upon exercise of its exchange rights pursuant to the Exchange Agreements, such shares shall be issued to the Cook Inlet Partners Shares Trust in accordance with Annex 1.05() attached hereto. Cook Inlet shall accept issuance of Purchaser Ordinary Shares by the Cook Inlet Partners Shares Trust in accordance with Annex 1.05() upon exercise of its exchange rights for such shares.

(d) Purchaser and Cook Inlet acknowledge and agree that the consideration to be issued to Cook Inlet upon an exercise of its rights under the Exchange Agreements does not constitute merger consideration pursuant to the Merger Agreement.

3. Exchanges Completed Prior to Effective Time.

(a) If Cook Inlet provides an Exchange Notice (as defined in the Exchange Agreements) to Target prior to the date of the meeting of Target's stockholders called for the purpose of obtaining the approval of the Merger Agreement and the transactions contemplated therein (the "Meeting Date"), Cook Inlet and Target agree that the exchange of Cook Inlet's securities and/or partnership interests for Target Common Stock shall be delayed until after the Meeting Date, unless Cook Inlet delivers to Purchaser an agreement in the form of Exhibit A hereto.

(b) All shares of Target Stock held by Cook Inlet prior to the Effective Time shall be accorded the same treatment as shares of Target Stock generally pursuant to the Merger Agreement.

4. Other Provisions. (a) Cook Inlet and Target represent and warrant to each other and to the Purchaser that, the number of shares of Target Stock that Target would be required to issue to Cook Inlet upon an exchange effected as of the date of this Agreement pursuant to all of the Exchange Agreements is 8,142,460.295 shares.

(b) The following capitalized terms shall have the meanings assigned to them in the Merger Agreement:

Cash Election
Effective Time
Election Deadline
Merger
Mixed Election
Stock Election

(d) Notices which may or are required to be given under this Agreement shall be given by hand, by registered or certified mail, return receipt requested, by reputable overnight delivery service or by facsimile. Notices shall be addressed to a party hereunder as set below, and shall be deemed to have been given as of the date of receipt.

(e) Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by another party hereto or its successors or assigns shall be brought and determined only in the United States District Court for the District of Delaware, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding in the courts of the State of Delaware. Each of the parties hereto irrevocably

submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise in any action or proceeding with respect to this Agreement, (i) any claim that is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve in accordance with this Paragraph 4(e), (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by applicable law, that (A) the suit, action or proceeding in such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper and (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

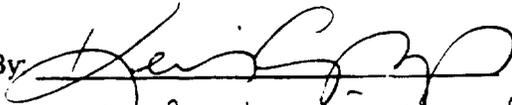
(f) Purchaser agrees that, to the extent that it or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise based upon its status as an agency or instrumentality of government from any legal action, suit or proceeding or from setoff or counterclaim relating to this Agreement from the jurisdiction of any competent court, from service of process, from attachment prior to judgment, from attachment in aid of execution of a judgment, from execution pursuant to a judgment or arbitral award, or from any other legal process in any jurisdiction, it, for itself and its property expressly, irrevocably and unconditionally waives, and agrees not to plead or claim, any such immunity with respect to such matters arising with respect to this Agreement or the subject matter hereof (including any obligation for the payment of money). Purchaser agrees that the waiver in this provision is irrevocable and is not subject to withdrawal in any jurisdiction or under any statute, including the Foreign Sovereign Immunities Act, 28 U.S.C. § 1602 *et seq.* The foregoing waiver shall constitute a present waiver of immunity at any time any action is initiated against Purchaser with respect to this Agreement.

5. Miscellaneous. This Agreement may only be amended in writing executed by all of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the internal laws of the state of Delaware, without regard to the conflicts of laws provisions thereof. This Agreement may be executed in two or more counterparts which, taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to each other as of the date first written above.

DEUTSCHE TELEKOM AG

COOK INLET
TELECOMMUNICATIONS, INC.

By: 
Its: Head of International Legal
Affairs

By: _____
Its: _____

By: _____
Its: _____

Address for Notices:
140 Friedrich-Ebert-Allee
53113 Bonn
Germany
Attention: Kevin Copp
Facsimile: 49-228-181-44177

Address for Notices:
2525 "C" Street, Suite 500
Anchorage, AK 99503
Attention: President
Facsimile: 907-263-5181

VOICESTREAM WIRELESS
CORPORATION

COOK INLET GSM, INC.

By: _____
Its: _____

By: _____
Its: _____

Address for Notices:
3650 131st Avenue SE
Suite 200
Bellevue, WA 98006
Attention: Doug Forbes, V.P.
Facsimile: _____

Address for Notices:
2525 "C" Street, Suite 500
Anchorage, AK 99503
Attention: President
Facsimile: 907-263-5181

J. Kitano / M. Yogi

JUL-23-00 50N 10:50 AM XROLOFF-

FAX NO 9072464783

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to each other as of the date first written above.

DEUTSCHE TELEKOM AG

COOK INLET TELECOMMUNICATIONS, INC.

By: _____

By: *[Signature]*

Its: _____

Its: *Vice President*

By: _____

Its: _____

Address for Notices:

Address for Notices:
2525 "C" Street, Suite 500
Anchorage, AK 99503
Attention: President
Facsimile: 907-263-5181

Facsimile:

VOICESTREAM WIRELESS CORPORATION

COOK INLET GSM, INC.

By: _____

By: *[Signature]*

Its: _____

Its: *Vice President*

Address for Notices:
3650 131st Avenue SE
Suite 200
Bellevue, WA 98006
Attention: Doug Forbes, V.P.
Facsimile: 907-263-5181

Address for Notices:
2525 "C" Street, Suite 500
Anchorage, AK 99503
Attention: President
Facsimile:

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DEUTSCHE TELEKOM AG

COOK INLET
TELECOMMUNICATIONS, INC.

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____

Address for Notices:
140 Friedrich-Ebert-Allee
53113 Bonn
Germany
Attention: Kevin Copp
Facsimile: 49-228-181-44177

Address for Notices:
2525 "C" Street, Suite 500
Anchorage, AK 99503
Attention: President
Facsimile: 907-263-5181

VOICESTREAM WIRELESS
CORPORATION

COOK INLET GSM, INC.

By: _____

By: _____

Its: *Executive Vice President
Financial Strategy and Development*

Its: _____

Address for Notices:
3650 131st Avenue SE
Suite 200
Bellevue, WA 98006
Attention: Doug Forbes, V.P.
Facsimile: _____

Address for Notices:
2525 "C" Street, Suite 500
Anchorage, AK 99503
Attention: President
Facsimile: 907-263-5181

EXHIBIT A

VOTING AND LOCKUP AGREEMENT

This Voting and Lockup Agreement (this "Agreement") dated as of _____, 2000 among the stockholder listed on the signature page hereto ("Stockholder") and _____, an Aktiengesellschaft organized and existing under the laws of the Federal Republic of Germany ("Purchaser").

1. Certain Definitions. (a) for the purposes of this Agreement, the following capitalized terms used shall have the respective meanings given to such terms as follows:

"Affiliate" of a person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned Person.

"Merger Agreement" means that certain Agreement and Plan of Merger by and between Purchaser and Target dated as of July __, 2000.

"Person" means an individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, entity or group (as defined in the Securities Exchange Act of 1934, as amended) or a governmental or regulatory authority.

"Record Date" means the record date established for the Target Stockholders' Meeting.

"Registration Statement" means one or more registration statements to be filed with the Securities and Exchange Commission by Purchaser in connection with the issuance of its securities in the Merger.

"Rights" means any warrants, options or other rights to acquire or receive shares of Target Common Stock or other voting capital stock of Target.

"Shares" means any shares of Target Common Stock.

"Subsequent Determination" means a determination by the Board of Directors of Target not to recommend the approval and adoption of the Merger Agreement by holders of Target Common Stock.

"Subsidiary" means any Person on the date of determination of which Target or Purchaser, as the case may be (either alone or through or together with any other Subsidiary or Subsidiaries), owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interests the holders of which are generally entitled to vote for the election of the Board of Directors or other governing body of such Person.

"Target" means VoiceStream Wireless Corporation, a Delaware corporation.

"Target Common Stock" means a share of common stock, par value \$0.001 per share, of Target.

"Target Stockholders' Meeting" means a meeting of the stockholders of Target duly convened under Delaware Law following the effectiveness of the Registration Statement for the purposes of obtaining approval by the holders of Target Shares of the transactions contemplated by the Merger Agreement.

"Total Number of Shares" has the meaning set forth in Section 2(c).

"Transfer" means, with respect to any security, the sale, transfer, pledge, hypothecation, encumbrance, assignment or constructive sale or other disposition of such security or the record or beneficial ownership thereof, the offer to make such a sale, transfer, constructive sale or other disposition, and each agreement, arrangement or understanding, whether or not in writing, to effect any of the foregoing. The term "constructive sale" means a short sale with respect to such security, entering into or acquiring an offsetting derivative contract with respect to such security, entering into or acquiring a futures or forward contract to deliver such security or entering into any transaction that has substantially the same effect as any of the foregoing; provided, however, that the term "constructive sale" shall not include transactions involving the purchase and sale of securities tracking a broad-based stock index excluding the DAX Index.

(b) For the purposes of this Agreement, the words "beneficially owned" or "beneficial ownership" shall include, with respect to any securities, the beneficial ownership by Stockholder and by any direct or indirect Subsidiary of Stockholder.

(c) All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the Merger Agreement.

2. Restriction on Transfer; Other Restrictions.

(a) Stockholder agrees not to Transfer or agree to Transfer any Shares or Rights owned of record or beneficially by Stockholder, except as otherwise permitted by this Section 2 or pursuant to the Merger Agreement or Transfers to any Affiliate of the Stockholder who agrees in writing to be bound by the terms of this Agreement, other than with Purchaser's prior written consent.

(b) From the date hereof until the earlier of January 1, 2001 and the date of the Target Stockholders' Meeting or, if sooner, the termination of the Merger Agreement, Stockholder may Transfer only up to 49.9% of Stockholder's Total Number of Shares.

(c) For purposes of Section 2(b), Stockholder's "Total Number of Shares" is equal to the aggregate number of shares of Target Common Stock owned of record or beneficially by the Stockholder as a result of the exercise of exchange rights to acquire shares of Target Common Stock after July 1, 2000.

(d) Stockholder hereby irrevocably waives any rights of appraisal or rights to dissent from the Merger that such Stockholder may have.

3. Agreement to Vote. (a) Stockholder hereby irrevocably and unconditionally agrees to vote or to cause to be voted or provide a consent with respect to all Shares that it owns of record or beneficially as of the Record Date at the Target Stockholders' Meeting and at any other annual or special meeting of stockholders of Target or action by written consent where such matters arise (i) in favor of the Merger and the Merger Agreement and approval of the terms thereof and (ii) against, and such Stockholder will not consent to, approval of any Alternative Transaction or the liquidation or winding up of Target. The obligations of each such Stockholder specified in this Section 3 shall apply whether or not the Board of Directors of Target makes a Subsequent Determination.

(b) In furtherance of the agreements contained in Section 3(a) hereof, each Stockholder hereby agrees (i) to complete and send the proxy card received by such Stockholder with the Target Proxy Statement, so that such proxy card is received by Target, as prescribed by the Target Proxy Statement, not later than the fifth Business Day preceding the day of the Target Stockholders' Meeting, (ii) to vote, by completing such proxy card but not otherwise, all the Shares he or it owns of record or beneficially as of the record date for the Target Stockholders' Meeting (A) in favor of the Merger and the Merger Agreement and (B) if the opportunity to do so is presented to such Stockholder on the proxy card, against any Alternative Transaction and (iii) not to revoke any such proxy.

4. Miscellaneous.

(a) Execution in Counterparts. This Agreement may be executed in counterparts each of which shall be an original with the same effect as if the signatures hereto and thereto were upon the same instrument.

(b) Specific Performance. Stockholder agrees with Purchaser as to itself that if for any reason Stockholder fails to perform any of its agreements or obligations under this Agreement, irreparable harm or injury to Purchaser would be caused as to which money damages would not be an adequate remedy. Accordingly, Stockholder agrees that, in seeking to enforce this Agreement against Stockholder, Purchaser shall be entitled, in addition to any other remedy available at law, equity or otherwise, to specific performance and injunctive and other equitable relief. The provisions of this Section 4(b) are without prejudice to any other rights or remedies, whether at law or in equity, that Purchaser may have against Stockholder for any failure to perform any of its agreements or obligations under this Agreement.

(c) Amendments; Termination.

(i) This Agreement, including this Section 4(c), may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by the parties hereto.

(ii) The provisions of this Agreement shall terminate upon the earliest to occur of (A) the consummation of the Merger, (B) the termination of the Merger Agreement, and (C) except for Section 3 of this Agreement, January 1, 2001.

(d) Governing Law; Submission and Jurisdiction.

(i) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws interest.

(ii) Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereby brought by the other party hereto or its successors or assigns shall be brought and determined only in the United States District Court for the State of Delaware or, in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the courts of the State of Delaware. Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (A) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve in accordance with this Section 4(d)(ii) or that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (B) to the fullest extent permitted by the applicable law, that (x) the suit, action or proceeding in such court is brought in an inconvenient forum, (y) the venue of such suit, action or proceeding is improper and (z) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 4(f) shall be deemed effective service of process on such party.

(e) Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal successors and permitted assigns; provided that, except as otherwise provided in this Agreement, no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement.

(f) Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date of receipt and shall be delivered personally or mailed by registered or certified mail (postage prepaid, return receipt requested), sent by overnight courier or sent by telecopy, to the parties at the following addresses or telecopy numbers (or at such other address or telecopy number for a party as shall be specified by like notice):

(i) if to Stockholder, at Stockholder's address appearing below or at any other address that Stockholder may have provided in writing to Purchaser,

2525 C Street, Suite 500
Anchorage, Alaska 99503

Attention: President
Facsimile: (907) 263-5181

(ii) if to Purchaser:

[Address]

Attention:
Facsimile:

(g) Waiver of Immunity. Purchaser agrees that, to the extent that it or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise based upon its status as an agency or instrumentality of government from any legal action, suit or proceeding or from setoff or counterclaim relating to this Agreement from the jurisdiction of any competent court, from service of process, from attachment prior to judgment, from attachment in aid of execution of a judgment, from execution pursuant to a judgment or arbitral award, or from any other legal process in any jurisdiction, it, for itself and its property expressly, irrevocably and unconditionally waives, and agrees not to plead or claim, any such immunity with respect to such matters arising with respect to this Agreement or the subject matter hereof (including any obligation for the payment of money). Purchaser agrees that the waiver in this provision is irrevocable and is not subject to withdrawal in any jurisdiction or under any statute, including the Foreign Sovereign Immunities Act, 28 U.S.C. § 1602 *et seq.* The foregoing waiver shall constitute a present waiver of immunity at any time any action is initiated against Purchaser with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Stockholders Agreement as of this ___ day of _____, 2000.

[PURCHASER]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[STOCKHOLDER]

By: _____
Name: _____
Title: _____



AGREEMENT

THIS AGREEMENT is entered into by and among Providence Media Partners L.P., a Delaware limited partnership ("PMP"), Providence Equity Partners III, L.P., a Delaware limited partnership ("PEP"), Providence Equity Operating Partners III, L.P., a Delaware limited partnership ("POP" and together with PMP and PEP, "Providence"), Deutsche Telekom AG, an AKTIENGESELLSCHAFT organized and existing under the laws of the Federal Republic of Germany ("Purchaser"), and VoiceStream Wireless Corporation, a Delaware corporation ("Target") as of the 23rd day of July, 2000.

WHEREAS, Purchaser and Target have executed and delivered to each other that certain Agreement and Plan of Merger dated as of the date of this agreement (the "Merger Agreement");

WHEREAS, PMP, VoiceStream PCS BTA I Corporation, Western Wireless Corporation and Target are parties to that certain Exchange Rights Acquisition and Grant Agreement dated July 23, 2000 ("Exchange Agreement");

WHEREAS, Providence and Target are parties to the Exchange Rights Agreement dated July 23, 2000 ("Rights Agreement") (the Exchange Agreement and the Rights Agreement are collectively referred to herein as the "Exchange Agreements");

WHEREAS, pursuant to the Exchange Agreements, PMP, PEP and POP have certain rights, exercisable at various times, to exchange certain partnership or membership interests held by them for the common stock of Target ("Target Stock");

WHEREAS, the Exchange Agreements require Purchaser as the "Successor Entity" under such agreements to assume certain obligations of Target in connection with the transactions contemplated by the Merger Agreement;

NOW, THEREFORE, in consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. **Assumption and Acknowledgement.** (a) Effective as of the Effective Time, Purchaser (i) assumes the obligations of Target pursuant to the Exchange Agreements, including the obligation to deliver to Providence shares of stock, securities or assets or other consideration as they may be entitled to acquire under the Exchange Agreements, (ii) agrees that PMP shall continue to have the benefit of Section 3.3 of the Exchange Agreement and (iii) agrees that PEP and POP shall continue to have the benefit of Sections 2.3 and 2.4 of the Rights Agreement, including rights with respect to increases or combinations of Purchaser's securities or Organic Changes (as defined in the Rights Agreement) and rights to require payment of cash and delivery of letters of credit in connection with a "Cash Election" and to a "Guaranteed Rate" (as such terms are defined in Section 2.4 of the Rights Agreement), all of which obligations Purchaser assumes.

(b) Providence acknowledges and agrees that the agreements of Purchaser set forth in this agreement are satisfactory in form and substance to them pursuant to Section 3.3 of

the Exchange Agreement and Section 2.4 of the Rights Agreement, as applicable, and satisfy those obligations of Target required to be satisfied prior to the Effective Time, which arise under the Exchange Agreements due to the Merger constituting an Organic Change under the Rights Agreements and a VoiceStream Organic Change under the Exchange Agreement.

2. Exchanges Not Completed Prior to Effective Time. (a) With respect to the Exchange Agreements, in the event Providence has not consummated an exchange for Target Stock prior to the Effective Time:

(i) No later than the Election Deadline, Providence shall indicate to Purchaser in writing (the "Election Date Notice") whether it elects as the consideration it may receive pursuant to the Exchange Agreements the consideration that was ultimately payable to those Target shareholders (after giving effect to any adjustments or prorations made pursuant to the Merger Agreement) who made the Cash Election, those who made the Mixed Election or those who made the Stock Election; provided, however, that nothing in this paragraph shall be construed to eliminate or affect PEP's and POP's "Cash Election" under the Rights Agreement for Non-cash Consideration or their other rights under Section 2.3 and 2.4 of the Rights Agreement, including their rights to a "Guaranteed Rate" as set forth in Section 2.4(a) thereof; and

(ii) For purposes of Section 2.4 of the Rights Agreement, (i) Providence and Purchaser shall treat as "Cash Consideration" the amount of cash payable to a holder of one share of Target Stock who made the election specified in the Election Date Notice multiplied by the number of shares of Target Stock that would have been issued to Providence if it had been able to and had consummated its exchange under the Rights Agreement immediately prior to the Effective Time and (ii) the parties shall treat as "Non-cash Consideration" the number of ordinary shares of Purchaser ("Purchaser Ordinary Shares") issuable to a holder of one share of Target stock who made the election specified in the Election Date Notice multiplied by the number of shares of Target Stock that would have been issued to Providence if it had been able to and had consummated its exchange under the Rights Agreement immediately prior to the Effective Time.

(b) For purposes of Section 3.3 of the Exchange Agreement, upon an Exchange (as defined in the Exchange Agreement), PMP shall be entitled to receive the amount of cash payable to, and number of Purchaser Ordinary Shares issuable to, a holder of one share of Target stock who made the election specified in its Election Date Notice multiplied by the number of shares of Target Stock that would have been issued to PMP if it had been able to and had consummated its exchange under the Exchange Agreement immediately prior to the Effective Time.

(c) If PEP, POP or PMP fail to deliver a timely Election Day Notice they shall be deemed to have made a Cash Election.

(d) To the extent that any Purchaser Ordinary Shares are issuable to Providence upon exercise of their exchange rights pursuant to the Exchange Agreements and such exchange rights have not been exercised prior to the Effective Date, such shares shall be

issued to the Cook Inlet Partners Shares Trust in accordance with Annex 1.05(h) attached hereto. Providence shall accept issuance of Purchaser Ordinary Shares by the Cook Inlet Partners Shares Trust in accordance with Annex 1.05(h) upon exercise of their exchange rights for such shares.

(e) Purchaser and Providence acknowledge and agree that the consideration to be issued to them upon an exercise of their rights under the Exchange Agreements after the Effective Time does not constitute merger consideration pursuant to the Merger Agreement.

3. Exchanges Completed Prior to Effective Time.

(a) If Providence provides an Exchange Notice (as defined in the Exchange Agreements) to Target prior to the date of the meeting of Target's stockholders called for the purpose of obtaining the approval of the Merger Agreement and the transactions contemplated therein (the "Meeting Date"), Providence and Target agree that the exchange of Providence's securities and/or partnership interests for Target Common Stock shall be delayed until after the Meeting Date, unless Providence delivers to Purchaser an agreement in the form of Exhibit A hereto.

(b) All shares of Target Stock held by Providence prior to the Effective Time shall be accorded the same treatment as shares of Target Stock generally pursuant to the Merger Agreement.

4. Other Provisions. (a) Providence and Target represent and warrant to each other and to the Purchaser that, the number of shares of Target Stock that Target would be required to issue to Providence upon an exchange effected as of the date of this Agreement pursuant to all of the Exchange Agreements is 4,321,334 shares.

(b) The following capitalized terms shall have the meanings assigned to them in the Merger Agreement:

Cash Election
Effective Time
Election Deadline
Merger
Mixed Election
Stock Election

(d) Notices which may or are required to be given under this Agreement shall be given by hand, by registered or certified mail, return receipt requested, by reputable overnight delivery service or by facsimile. Notices shall be addressed to a party hereunder as set forth below, and shall be deemed to have been given as of the date of receipt.

(e) Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by another party hereto or its successors or assigns shall be brought and determined only in the United States District Court for the District of Delaware, or in the event

(but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding in the courts of the State of Delaware. Each of the parties hereto irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise in any action or proceeding with respect to this Agreement, (i) any claim that is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve in accordance with this Paragraph 4(e), (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by applicable law, that (A) the suit, action or proceeding in such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper and (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

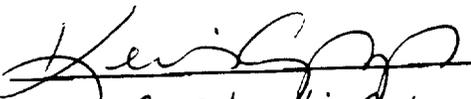
(f) Purchaser agrees that, to the extent that it or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise based upon its status as an agency or instrumentality of government from any legal action, suit or proceeding or from setoff or counterclaim relating to this Agreement from the jurisdiction of any competent court, from service of process, from attachment prior to judgment, from attachment in aid of execution of a judgment, from execution pursuant to a judgment or arbitral award, or from any other legal process in any jurisdiction, it, for itself and its property expressly, irrevocably and unconditionally waives, and agrees not to plead or claim, any such immunity with respect to such matters arising with respect to this Agreement or the subject matter hereof (including any obligation for the payment of money). Purchaser agrees that the waiver in this provision is irrevocable and is not subject to withdrawal in any jurisdiction or under any statute, including the Foreign Sovereign Immunities Act, 28 U.S.C. § 1602 *et seq.* The foregoing waiver shall constitute a present waiver of immunity at any time any action is initiated against Purchaser with respect to this Agreement.

5. Miscellaneous. This Agreement may only be amended in writing executed by all of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the internal laws of the state of Delaware, without regard to the conflicts of laws provisions thereof. This Agreement may be executed in two or more counterparts which, taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to each other as of the date first written above.

DEUTSCHE TELEKOM AG
140 Freidrich-Ebert-Allee
53113 Bonn
Germany
Attn: Kevin Copp

PROVIDENCE MEDIA PARTNERS L.P.
By Providence Media GP Limited
Partnership
By Providence Ventures L.P., its General
Partner
50 Kennedy Plaza, 9th Floor
Providence, RI 02903
Attn: Jonathan M. Nelson

By: 
Its: Head of International Legal
Affairs

By: _____
Its: _____

PROVIDENCE EQUITY OPERATING
PARTNERS III, L.P.
By Providence Equity GP L.P., its General Partner
By Providence Equity Partners III LLC, its General Partner

50 Kennedy Plaza, 9th Floor
Providence, RI 02903
Attn: Jonathan M. Nelson

By: _____
Its: _____

PROVIDENCE EQUITY PARTNERS III, L.P.
By Providence Equity GP L.P., its General Partner
By Providence Equity Partners III LLC, its General Partner

50 Kennedy Plaza, 9th Floor
Providence, RI 02903
Attn: Jonathan M. Nelson

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to each other as of the date first written above.

DEUTSCHE TELEKOM AG
140 Friedrich-Ebert-Allee
53113 Bonn
Germany
Attn: Kevin Copp

PROVIDENCE MEDIA PARTNERS L.P.
By Providence Media GP Limited
Partnership
By Providence Ventures L.P., its General
Partner
50 Kennedy Plaza, 9th Floor
Providence, RI 02903
Attn: Jonathan M. Nelson

By: _____
Its: _____

By: Jonathan M. Nelson, General Partner
by David K. Cuffell, Attorney in fact
Its: General Partner

PROVIDENCE EQUITY OPERATING
PARTNERS III, L.P.
By Providence Equity GP L.P., its General Partner
By Providence Equity Partners III LLC, its General Partner

50 Kennedy Plaza, 9th Floor
Providence, RI 02903
Attn: Jonathan M. Nelson

By: Jonathan M. Nelson, Managing Director
by David K. Cuffell, Attorney in fact
Its: Managing Director

PROVIDENCE EQUITY PARTNERS III, L.P.
By Providence Equity GP L.P., its General Partner
By Providence Equity Partners III LLC, its General Partner

50 Kennedy Plaza, 9th Floor
Providence, RI 02903
Attn: Jonathan M. Nelson

By: Jonathan M. Nelson, Managing Director
by David K. Cuffell, Attorney in fact
Its: Managing Director

VOICESTREAM WIRELESS
CORPORATION
3650 131st Avenue SE, Suite 200
Bellevue, WA 98006
Attn: Doug Forbes, VP Corporate Development
Fax: (425) 653-5040

By: 
Its: ~~Executive Vice President~~
Finance, Strategy and Development
K13B16310058V4TMS7_A20SZ

EXHIBIT A

VOTING AND LOCKUP AGREEMENT

This Voting and Lockup Agreement (this "Agreement") dated as of _____, 2000 among the stockholder listed on the signature page hereto ("Stockholder") and [____], an Aktiengesellschaft organized and existing under the laws of the Federal Republic of Germany ("Purchaser").

1. Certain Definitions. (a) for the purposes of this Agreement, the following capitalized terms used shall have the respective meanings given to such terms as follows:

"Affiliate" of a person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned Person.

"Merger Agreement" means that certain Agreement and Plan of Merger by and between Purchaser and Target dated as of July 23, 2000.

"Person" means an individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, entity or group (as defined in the Exchange Act) or a Governmental or Regulatory Authority.

"Record Date" means the record date established for the Target Stockholders' Meeting.

"Registration Statement" means one or more registration statements to be filed with the Securities and Exchange Commission by Purchaser in connection with the issuance of its securities in the Merger.

"Rights" means any warrants, options or other rights to acquire or receive shares of Target Common Stock or other voting capital stock of Target.

"Shares" means any shares of Target Common Stock.

"Subsequent Determination" means a determination by the Board of Directors of Target not to recommend the approval and adoption of the Merger Agreement by holders of Target Common Stock.

"Subsidiary" means any Person on the date of determination of which Target or Purchaser, as the case may be (either alone or through or together with any other Subsidiary or Subsidiaries), owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interests the holders of which are generally entitled to vote for the election of the Board of Directors or other governing body of such Person.

"Target" means VoiceStream Wireless Corporation, a Delaware corporation.

"Target Common Stock" means a share of common stock, par value \$0.001 per share, of Target.

"Target Stockholders' Meeting" means a meeting of the stockholders of Target duly convened under Delaware Law following the effectiveness of the Registration Statement for the purposes of obtaining approval by the holders of Target Shares of the transactions contemplated by the Merger Agreement.

"Total Number of Shares" has the meaning set forth in Section 2(c).

"Transfer" means, with respect to any security, the sale, transfer, pledge, hypothecation, encumbrance, assignment or constructive sale or other disposition of such security or the record or beneficial ownership thereof, the offer to make such a sale, transfer, constructive sale or other disposition, and each agreement, arrangement or understanding, whether or not in writing, to effect any of the foregoing. The term "constructive sale" means a short sale with respect to such security, entering into or acquiring an offsetting derivative contract with respect to such security, entering into or acquiring a futures or forward contract to deliver such security or entering into any transaction that has substantially the same effect as any of the foregoing; provided, however, that the term "constructive sale" shall not include transactions involving the purchase and sale of securities tracking a broad-based stock index excluding the DAX Index.

(b) For the purposes of this Agreement, the words "beneficially owned" or "beneficial ownership" shall include, with respect to any securities, the beneficial ownership by Stockholder and by any direct or indirect Subsidiary of Stockholder.

(c) All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Merger Agreement.

2. Restriction on Transfer: Other Restrictions.

(a) Stockholder agrees not to Transfer or agree to Transfer any Shares or Rights owned of record or beneficially by Stockholder, except as otherwise permitted by this Section 2 or pursuant to the Merger Agreement or Transfers to any Affiliate of the Stockholder who agrees in writing to be bound by the terms of this Agreement, other than with Purchaser's prior written consent; provided that this Section 2 shall not apply to any Shares or Rights issued to or owned of record or beneficially by Stockholder pursuant to that certain Exchange Rights Acquisition and Grant Agreement dated July 23, 2000, by and among VoiceStream PCS BTA I Corporation, Target, Western Wireless Corporation and Providence Media Partners L.P.

(b) From the date hereof until the earlier of January 1, 2001 and the date of the Target Stockholders' Meeting or, if sooner, the termination of the Merger Agreement, Stockholder may Transfer only up to 49.9% of Stockholder's Total Number of Shares.

(c) For purposes of Section 2(b), Stockholder's "Total Number of Shares" is equal to the number of shares of Target Common Stock owned of record or beneficially by the Stockholder as a result of the exercise of exchange rights to acquire shares of Target Common Stock, after July 1, 2000.

(d) Stockholder hereby irrevocably waives any rights of appraisal or rights to dissent from the Merger that such Stockholder may have.

3. Agreement to Vote. (a) Stockholder hereby irrevocably and unconditionally agrees to vote or to cause to be voted or provide a consent with respect to all Shares that it owns of record or beneficially as of the Record Date at the Target Stockholders' Meeting and at any other annual or special meeting of stockholders of Target or action by written consent where such matters arise (i) in favor of the Merger and the Merger Agreement and approval of the terms thereof and (ii) against, and such Stockholder will not consent to, approval of any Alternative Transaction or the liquidation or winding up of Target. The obligations of each such Stockholder specified in this Section 3 shall apply whether or not the Board of Directors of Target makes a Subsequent Determination.

(b) In furtherance of the agreements contained in Section 3(a) hereof, each Stockholder hereby agrees (i) to complete and send the proxy card received by such Stockholder with the Target Proxy Statement, so that such proxy card is received by Target, as prescribed by the Target Proxy Statement, not later than the fifth Business Day preceding the day of the Target Stockholders' Meeting, (ii) to vote, by completing such proxy card but not otherwise, all the Shares he or it owns of record or beneficially as of the record date for the Target Stockholders' Meeting (A) in favor of the Merger and the Merger Agreement and (B) if the opportunity to do so is presented to such Stockholder on the proxy card, against any Alternative Transaction and (iii) not to revoke any such proxy.

4. Miscellaneous.

(a) Execution in Counterparts. This Agreement may be executed in counterparts each of which shall be an original with the same effect as if the signatures hereto and thereto were upon the same instrument.

(b) Specific Performance. Stockholder agrees with Purchaser as to itself that if for any reason Stockholder fails to perform any of its agreements or obligations under this Agreement, irreparable harm or injury to Purchaser would be caused as to which money damages would not be an adequate remedy. Accordingly, Stockholder agrees that, in seeking to enforce this Agreement against Stockholder, Purchaser shall be entitled, in addition to any other remedy available at law, equity or otherwise, to specific performance and injunctive and other equitable relief. The provisions of this Section 4(b) are without prejudice to any other rights or remedies, whether at law or in equity, that Purchaser may have against Stockholder for any failure to perform any of its agreements or obligations under this Agreement.

(c) Amendments; Termination.

(i) This Agreement, including this Section 4(c), may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by the parties hereto.

(ii) The provisions of this Agreement shall terminate upon the earliest to occur of (A) the consummation of the Merger, (B) the termination of the Merger Agreement and (C) except for Section 3 of this Agreement, January 1, 2001.

(d) Governing Law; Submission and Jurisdiction.

(i) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws interest.

(ii) Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereby brought by the other party hereto or its successors or assigns shall be brought and determined only in the United States District Court for the State of Delaware or, in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the courts of the State of Delaware. Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (A) any claim that is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve in accordance with this Section 4(d)(ii) or that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (ii) to the fullest extent permitted by the applicable law, that (x) the suit, action or proceeding in such court is brought in an inconvenient forum, (y) the venue of such suit, action or proceeding is improper and (z) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 4(f) shall be deemed effective service of process on such party.

(e) Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal successors and permitted assigns; provided that, except as otherwise provided in this Agreement, no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement, and except that this Agreement shall not be binding on the transferees of Shares that are permitted to be Transferred pursuant to this Agreement (other than transferees who are Affiliates of the Transferring Stockholder).

(f) Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date of receipt and shall be delivered personally or mailed by registered or certified mail (postage prepaid, return receipt requested), sent by overnight courier or sent by telecopy, to the Parties at the

following addresses or telecopy numbers (or at such other address or telecopy number for a Party as shall be specified by like notice):

(i) if to Stockholder, at Stockholder's address appearing below at any other address that Stockholder may have provided in writing to Purchaser,

(ii) if to Purchaser:

[Address]

Attention:

Facsimile:

(g) Waiver of Immunity. Purchaser agrees that, to the extent that it or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise based upon its status as an agency or instrumentality of government from any legal action, suit or proceeding or from setoff or counterclaim relating to this Agreement from the jurisdiction of any competent court, from service of process, from attachment prior to judgment, from attachment in aid of execution of a judgment, from execution pursuant to a judgment or arbitral award, or from any other legal process in any jurisdiction, it, for itself and its property expressly, irrevocably and unconditionally waives, and agrees not to plead or claim, any such immunity with respect to such matters arising with respect to this Agreement or the subject matter hereof (including any obligation for the payment of money). Purchaser agrees that the waiver in this provision is irrevocable and is not subject to withdrawal in any jurisdiction or under any statute, including the Foreign Sovereign Immunities Act, 28 U.S.C. § 1602 *et seq.* The foregoing waiver shall constitute a present waiver of immunity at any time any action is initiated against Purchaser with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Stockholders Agreement as of this ___ day of _____, 2000.

[Purchaser]

By: _____

Name: _____

Title: _____

[Stockholder]

By: _____
Name: _____
Title: _____

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EXCHANGE RIGHTS ACQUISITION AND GRANT AGREEMENT

THIS **EXCHANGE RIGHTS ACQUISITION AND GRANT AGREEMENT** (this "Agreement") is entered into and effective as of this 23rd day of July, 2000, by and among VOICESTREAM PCS BTA I CORPORATION, a Delaware corporation ("VoiceStream BTA"), VOICESTREAM WIRELESS CORPORATION, a Delaware corporation ("VoiceStream"), WESTERN WIRELESS CORPORATION, a Washington corporation ("WWC"), and PROVIDENCE MEDIA PARTNERS L.P., a Delaware limited partnership ("Providence").

RECITALS

(i) VoiceStream, VoiceStream BTA, formerly known as Western PCS BTA I Corporation, WWC, and Providence are parties to that certain PCS Block "C" Organization and Financing Agreement dated November 5, 1995, as amended by amendments dated April 8, 1996 (the "First Amendment"), June 27, 1996 (the "Second Amendment"), July 30, 1996 (the "Third Amendment"), and April 14, 2000 (the "Fourth Amendment") (together, the "Organization and Financing Agreement"), whereby the parties thereto specified certain terms with respect to the organization and financing of Cook Inlet VoiceStream PV/SS PCS, L.P. (the "Limited Partnership") and operation of various wireless telecommunications systems, and the terms of various contracts for use among the parties thereto and others in connection with such organization, financing, and operations. The other parties to the Organization and Financing Agreement are: COOK INLET PV/SS PCS PARTNERS, L.P., a Delaware limited partnership ("Control Group"); COOK INLET TELECOMMUNICATIONS, INC., a Delaware corporation ("Cook Inlet"); and SSPCS CORPORATION, a Delaware corporation ("SSPCS").

(ii) Control Group and VoiceStream BTA are parties to that certain Cook Inlet VoiceStream PV/SS PCS, L.P. Limited Partnership Agreement dated November 5, 1995, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment (together, the "Limited Partnership Agreement"), whereby the parties thereto formed the Limited Partnership to apply to the FCC for the right to participate in the Auction and to bid and acquire Licenses, as such terms are defined therein.

(iii) Pursuant to the Organization and Financing Agreement, each of Cook Inlet, SSPCS and Providence is (a) defined to be a Control Group Partner with Partnership Interests (as defined therein) in Control Group, and (b) is therefore granted certain rights ("WWC Exchange Rights") to exchange its ownership rights in its Partnership Interest in Control Group for shares of WWC common stock in certain circumstances.

(iv) Providence desires to sell and WWC desires, in conjunction with VoiceStream, to acquire for cancellation, the WWC Exchange Rights of Providence for consideration consisting of cash from WWC and a grant of new exchange rights by VoiceStream.

(v) The parties desire to set forth the full terms of their agreement respecting the same in this written contract.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS

All words capitalized herein and not defined shall have the meanings given them in the Organization and Financing Agreement.

Otherwise, for purposes of this Agreement, the following terms have the meanings set forth below.

“VoiceStream” means VoiceStream Wireless Corporation, a Delaware corporation and its successors and assigns.

“VoiceStream Common Stock” means the common stock, \$0.001 par value, of VoiceStream.

“VoiceStream Organic Change” means any recapitalization, reorganization, reclassification, spin-off, split-off, extraordinary dividend or distribution, consolidation or merger with another Person of VoiceStream, or any successor(s) thereto, or sale of all or substantially all, in any or a series of transactions, of the assets or stock of VoiceStream, or any successor(s) thereto, to another Person, or other transaction involving VoiceStream, or any successor(s) thereto, which is effected in such a manner that holders of VoiceStream Common Stock, or of stock or other interests in any of the respective successors to VoiceStream as the case may be, are entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets or other consideration with respect to or in exchange for such stock or interests.

ARTICLE II PURCHASE OF WWC EXCHANGE RIGHTS

WWC and VoiceStream hereby purchase from Providence, and Providence hereby sells to WWC and VoiceStream, all of Providence’s right, title and interest in and to the WWC Exchange Rights for the following consideration:

(a) the sum of Twenty Million Dollars (\$20,000,000), payable in cash within five (5) business days of the execution of this Agreement; and

(b) the grant to Providence of the rights to exchange ownership rights in its Partnership Interest in Control Group for VoiceStream Common Stock (“Exchange Rights”), which Exchange Rights are hereby granted. The terms and conditions of the Exchange Rights are set forth in Article III hereof.

ARTICLE III EXCHANGE RIGHTS

3.1 Exchange Rights. The Exchange Rights shall be exercisable (the “Exchange”) by Providence only on the following terms and only during the thirty (30) day exchange period beginning on April 27, 2002 (the “Exchange Date”), and ending at 5:00 p.m. pacific time on May 26, 2002, (the “Exchange Period”) in accordance with the following, provided that in the event that the FCC Rules are amended or a law or other legislation is passed (“Legislation”) such that neither License forfeiture nor violation of the C and F block eligibility requirements (as defined by the FCC Rules) would occur as a result of the Exchange occurring sooner than April 27, 2002, then the Exchange Date shall be advanced to

the earliest date that the Exchange may take place without violation of the FCC Rules, provided, that, unless waived in writing by Providence, such date shall not be earlier than (i) thirty (30) days after Providence has received written notice from VoiceStream of such FCC Rule amendment or such Legislation or (ii) if required by Providence, the date that VoiceStream, or its Affiliate, to the extent reasonably possible, provides a legal opinion to Providence from outside counsel to VoiceStream addressed to the Limited Partnership, which counsel and opinion are acceptable to Providence and the Company, opining that an Exchange on the earlier Exchange Date (such new Exchange Date to be set forth in such legal opinion) would not result in License forfeiture or violation of the C and F block eligibility requirements:

(a) Providence may elect to exchange all, but not less than all, of the ownership rights in its Partnership Interest in Control Group for three hundred twenty-one thousand three hundred and thirty-four (321,334) shares of VoiceStream Common Stock.

(b) To cause an Exchange, Providence shall deliver an irrevocable written notice of the same (an "Exchange Notice") to VoiceStream during the Exchange Period; provided that, if as of the end of the Exchange Period Providence has failed to so deliver said notice, the Exchange Rights of Providence (pursuant to this Agreement) shall then immediately terminate.

(c) The WWC Exchange Rights of Providence set forth in the Organization and Financing Agreement are upon execution hereof deemed cancelled and are null and void, and Providence shall have no further right or obligation in respect of the WWC Exchange Rights or any other part or provision of Article III of the Organization and Financing Agreement as set forth therein, and the parties agree that this Agreement shall supersede such Article III.

(d) VoiceStream BTA, WWC, VoiceStream and Providence agree to structure, to the extent reasonably possible, the Exchange for Providence in a way that is tax free to each of Providence and to VoiceStream BTA, WWC, and VoiceStream and such structure may include a stock exchange that includes the stock of a special purpose corporation holding the Partnership Interest of Providence in the Control Group; provided, however, that in doing so there are no negative tax or accounting attributes of such an Exchange that adversely impact VoiceStream BTA, Providence, WWC, or VoiceStream to a greater extent than would be experienced in a direct exchange for a Partnership Interest (other than the receipt of a carry over basis due to the tax free nature of the transaction), as determined in utmost good faith by VoiceStream BTA in its reasonable discretion. If Providence desires such a tax free structure, it shall be a special purpose corporation. A "special purpose corporation" shall mean a corporation formed for the purpose of holding an interest in the Control Group.

(e) If VoiceStream BTA or VoiceStream in connection with the Exchange, directly acquires a Partnership Interest, VoiceStream BTA or VoiceStream, as the case may be, shall take all actions necessary to satisfy the applicable requirements of Section 12.6 of the limited partnership agreement of Control Group.

(f) Upon receipt of an Exchange Notice during the Exchange Period, and if VoiceStream Common Stock is listed or admitted for trading on the NASDAQ National Market System or the New York Stock Exchange, then VoiceStream BTA and VoiceStream agree that VoiceStream shall issue to Providence, as soon as reasonably practicable but in any event no later than sixty (60) days following delivery of the Exchange Notice (the "Outside Delivery Date"), three hundred twenty-one thousand three hundred and thirty-four (321,334) shares of VoiceStream Common Stock provided that at the time of such issuance (i) such shares will be duly authorized, validly issued, fully paid and non-

assessable and free and clear of all liens, claims and encumbrances or preemptive or similar rights, (ii) such shares are delivered in compliance with Federal and state securities laws, (iii) such shares are subject to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), covering the offer and sale of such shares by Providence (the "Registration Statement") from time to time in negotiated transactions, in market transactions or otherwise, (iv) such shares are registered or qualified for offer of sale by Providence under the securities or blue sky laws of such States as Providence shall reasonably request. VoiceStream covenants and agrees that it shall (x) prepare and file with the Securities and Exchange Commission (the "SEC") such amendments as may be necessary to keep the Registration Statement effective until the earlier of the date all of such shares have been sold by Providence, the date all of such shares are freely tradable without registration or restriction (under Rule 144(k) promulgated under the Securities Act or otherwise), but not before the expiration of the 90-day period referred to in Section 4(3) of the Securities Act and Rule 174 promulgated thereunder, (y) cause each such state securities or blue sky registration or qualification to remain effective during the period the Registration Statement is required to be kept effective hereunder, and (z) cause the shares covered by such Registration Statement, by the date of the first sale by Providence thereunder, to be listed or admitted for trading on each securities exchange (or, if applicable, the NASDAQ national market system) on which VoiceStream Common Stock is then listed or admitted for trading.

3.2 Increase or Combination of Common Stock.

At any time prior to the date VoiceStream Common Stock is issued to Providence in accordance with this Agreement, if at any time VoiceStream (a) pays a dividend or makes a distribution in shares of its capital stock or securities convertible or exchangeable for shares of its capital stock, (b) issues by reclassification, or (c) subdivides (by any stock split, recapitalization or otherwise) one or more classes of its outstanding shares of VoiceStream Common Stock into a greater number of shares, the number of shares of VoiceStream Common Stock to be issued pursuant to Section 3.1 immediately prior to such increase shall be adjusted proportionately, and if VoiceStream at any time combines (by reverse stock split or otherwise) one or more classes of its outstanding shares of VoiceStream Common Stock into a smaller number of shares, the number of shares of VoiceStream Common Stock issuable to Providence on an Exchange immediately prior to such combination shall be adjusted proportionately to allow Providence the full benefit and effect of the increase or combination as if the Exchange had occurred immediately prior to the increase or combination, as the case may be.

3.3 Reorganization, Reclassification, Consolidation, Merger or Sale.

At any time prior to the date VoiceStream Common Stock is issued to Providence in accordance with this Agreement, prior to the consummation of each VoiceStream Organic Change, VoiceStream shall make appropriate provisions (in form and substance reasonably satisfactory to Providence) to insure that Providence thereafter shall have the right to exchange for and receive, in lieu of or in addition to (as the case may be) the shares of VoiceStream Common Stock immediately theretofore acquirable and receivable upon an Exchange, such shares of stock, securities or assets or other consideration as Providence would have received in connection with such VoiceStream Organic Change if Providence had effected the Exchange immediately prior to such VoiceStream Organic Change. In the event of each VoiceStream Organic Change, VoiceStream shall also make appropriate provisions (in form and substance reasonably satisfactory to Providence) to insure that Providence continues to have the benefit of this Section 3.3 thereafter. VoiceStream shall not effect any VoiceStream Organic Change unless prior to the consummation thereof, the successor corporation (if other than VoiceStream) resulting from consolidation or merger or the Person purchasing such stock or assets assumes by written instrument (in form reasonably satisfactory to Providence) the obligation to deliver to Providence such shares of stock,

securities or assets or other consideration as, in accordance with the foregoing provisions, Providence may be entitled to acquire.

3.4 Recapture of Bidding Credits and Acceleration of FCC Loans. In the event that an Exchange results in either (a) the recapture by the FCC of any bidding credits or other discounts received by Applicant with respect to the award of Licenses in connection with the Auction, or (b) the acceleration of any obligation or debt owed to the FCC in connection with the Auction, the Applicant solely shall be liable to the FCC for such amounts.

ARTICLE IV SHARING OF PROCEEDS OF SALE TRANSACTIONS

The parties acknowledge that Providence was under no obligation to exercise the WWC Exchange Rights and agree that Providence is not hereunder obligated to exercise the Exchange Rights. The parties further acknowledge and agree that, as of this date, Providence has received a portion of the value of the WWC Exchange Rights in cash pursuant to the transactions described in Article II hereof, although it has not and will not exercise the WWC Exchange Rights and may never exercise the Exchange Rights. In light of the foregoing, the parties agree that if Providence fails to exercise the Exchange Rights pursuant to Article III after receiving at least thirty (30) days written notice from VoiceStream of its right to do so, then upon and from the receipt by Providence of cash proceeds from a Sale Transaction (as defined below), Providence shall immediately pay in cash to WWC the lesser of:

- (a) Twenty Million Dollars (\$20,000,000); or
- (b) the amount of proceeds equal to the total amount of cash distributions from the Limited Partnership and Control Group to which Providence or any subsidiary, parent or Affiliate thereof is entitled as a result of the Sale Transaction, provided that in calculating such amount, no distributions of income or other distributions relating to the ownership and operation of the Limited Partnership's business, assets and/or FCC licenses shall be included.

A "Sale Transaction" shall mean any sale, transfer, disposition or conveyance (or series of related or unrelated sales, etc.), directly or indirectly, by the Limited Partnership or any subsidiary, parent or Affiliate thereof, of all or substantially all of its assets and the FCC licenses that allow and comprise the wireless telecommunications systems directly or indirectly owned by the Limited Partnership.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.1 VoiceStream and VoiceStream BTA jointly and severally represent and warrant to and covenant with Providence as follows:

- (a) VoiceStream is a corporation duly organized, validly existing and in good standing under the laws of Delaware. VoiceStream has all requisite corporate power and authority and any necessary governmental approval to own, lease and operate its properties and to carry on its business as now being conducted. VoiceStream is duly qualified or licensed and in good standing to do business in each jurisdiction in which the character of the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary.

(b) VoiceStream has filed with the SEC all documents required to be filed by it since December 31, 1998 under the Securities Act or the Exchange Act (the "VoiceStream SEC Documents"). As of their respective filing dates, the VoiceStream SEC Documents complied in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be, each as in effect on the date so filed, and at the time filed with the SEC none of the VoiceStream SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of VoiceStream included in the VoiceStream SEC Documents comply as of their respective dates in all material respects with the then applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with generally accepted accounting principles (except in the case of the unaudited statements, as permitted by Form 10-Q under the Exchange Act) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto) and fairly present the consolidated financial position of VoiceStream and its consolidated subsidiaries as at the dates thereof and the consolidated results of their operations and their consolidated cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein).

(c) VoiceStream has provided Providence with true copies of all contracts, agreements and other instruments governing the rights of SSPCS and Cook Inlet to exchange their interests in Control Group. Prior to the Closing of the Agreement and Plan of Merger dated as of July 23, 2000, by and among Deutsche Telecom AG and VoiceStream, VoiceStream agrees that no material changes will be made to such agreements that provide rights that are more favorable than those provided to Providence.

5.2 Providence, WWC, VoiceStream and VoiceStream BTA represent and warrant to, and covenant with and among, each other as follows:

Each party has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, have been duly and validly authorized by such party's Board of Directors and no other corporate proceedings on the part of such party or its stockholders are necessary to authorize the execution and delivery of this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such party and constitutes the legal, valid and binding agreement of such party, enforceable against it in accordance with the terms of this Agreement. No consent, approval, waiver or authorization of, notice to or declaration or filing with any governmental entity or authority is required in connection with the execution, delivery or performance by such party of this Agreement or the consummation by it of the transactions contemplated hereby.

ARTICLE VI MISCELLANEOUS

6.1 Entire Agreement; Amendment. This Agreement and the Organization and Financing Agreement referenced herein embody the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way. This Agreement may be amended only by an instrument executed by each of the parties hereto.

6.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated by any of the parties hereto without the prior written consent of the other parties hereto.

6.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement; provided that the parties shall, in good faith, negotiate fair market-based compensation to any party which loses rights hereunder pursuant to such interpretation.

6.4 Savings Clause. Notwithstanding anything in this Agreement to the contrary, if the possession or exercise of any right of the parties set forth in this Agreement would cause the Limited Partnership to violate any applicable laws, including, without limitation, any FCC Rules, as in effect from time to time, or result in an adverse regulatory action or ruling by the FCC, such right shall be deemed not to exist; provided that the parties shall, in good faith, negotiate fair market-based compensation to any party which loses any right hereunder pursuant to such right being deemed not to exist.

6.5 Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by the internal law, and not the law of conflicts, of Delaware.

6.6 Notices. All notices, demands or other communications to be delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when delivered personally to the recipient; (b) two business days after being sent to the recipient by reputable express courier service (charges prepaid); (c) five business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid; and (d) when acknowledged by the recipient if given by facsimile transmission. Such notices, demands and other communications shall be sent to each party at the respective addresses indicated below:

If to VoiceStream BTA, WWC
or VoiceStream:

3650 131st Avenue SE
Bellevue, WA 98006
Attention: General Counsel
Facsimile: (425) 586-8090

With a copy in each case to:

Richard B. Dodd
Preston Gates & Ellis
701 Fifth Avenue, Suite 5000
Seattle, WA 98104-7078
Facsimile: (206) 623-7022

If to Providence :

Providence Media Partners L.P.
50 Kennedy Plaza, 9th Floor
Attention: Jonathan M. Nelson
Fax: (401) 751-1790

With a copy in each case to:
Edwards & Angell, LLP
2800 Bank Boston Plaza
Providence, RI
Attention: David K. Duffell
Fax: (401) 276-6602

or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

6.7 Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a Section of this Agreement.

6.8 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.

6.9 Effectiveness of Organization and Financing Agreement, Limited Partnership Agreement and Technical Services Agreement. Except as modified by this Agreement, all respective provisions of the Organization and Financing Agreement, the Limited Partnership Agreement and the Technical Services Agreement are unchanged and remain in full force and effect and are ratified and confirmed by the parties hereto.

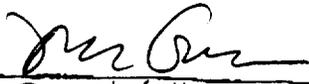
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

VOICESTREAM PCS BTA I CORPORATION

By 
Name: Craig Bumbalough
Title: President
Finance, Strategy and Development

WESTERN WIRELESS CORPORATION

By 
Name: Donald Guthrie
Title: Vice Chairman

PROVIDENCE MEDIA PARTNERS L.P.

By Providence Media GP Limited Partnership
By Providence Ventures L.P., its General Partner

By Jonathan M. Nelson, General Partner by
David K. Buffell, Attorney in Fact
Name: Jonathan M. Nelson
Title: General Partner

VOICESTREAM WIRELESS CORPORATION

By 
Name: _____
Title: _____

SIGNATURE PAGE TO EXCHANGE RIGHTS ACQUISITION AND GRANT AGREEMENT

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