

DATED 11TH DECEMBER, 2002

CERTIFIED TRUE COPY

Allen + Overy.....

ALLEN & OVERY
One New Change
London
EC4M 9QQ

T-MOBILE HOLDINGS LIMITED

T-MOBILE NO.1 LIMITED

and

T-MOBILE NO.5 LIMITED

AGREEMENT

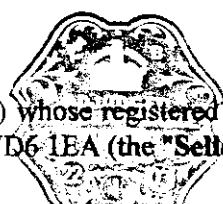
for the sale and purchase of
all of the issued share capital
of T-Mobile (UK) Limited

ALLEN & OVERY

London
CO:953919.9



16 AS
THIS AGREEMENT is made on 11th December, 2002 BETWEEN:

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- (1) **T-MOBILE HOLDINGS LIMITED** (registered number 3836708) whose registered office is at Imperial Place, Maxwell Road, Borehamwood, Hertfordshire WD6 1EA (the "**Seller**");
 - (2) **T-MOBILE NO.1 LIMITED** (registered number 3815547) whose registered office is at Imperial Place, Maxwell Road, Borehamwood, Hertfordshire WD6 1EA (the "**First Purchaser**"); and
 - (3) **T-MOBILE NO.5 LIMITED** (registered number 2236984) whose registered office is at Imperial Place, Maxwell Road, Borehamwood, Hertfordshire WD6 1EA (the "**Second Purchaser**") (together with the First Purchaser the "**Purchasers**" and each a "**Purchaser**").

WHEREAS:

- (A) The First Purchaser and the Second Purchaser are each a wholly-owned subsidiary of the Seller.
- (B) The Seller owns all of the issued share capital of T-Mobile (UK) Limited (registered number 2382161) (the "**Company**").
- (C) The Seller wishes to sell and each Purchaser wishes to purchase shares in the Company on the terms set out in this agreement.

IT IS AGREED as follows:

1. SALE AND PURCHASE

- (1) The Seller with full title guarantee shall sell and the First Purchaser shall purchase 2,961,650 ordinary shares of £1 each in the Company (the "**TM1 Shares**"), being one half of the issued share capital of the Company, with effect at 11:58 p.m. on 31st December, 2002 (the "**Completion Time**").
- (2) The Seller with full title guarantee shall sell and the Second Purchaser shall purchase 2,961,650 ordinary shares of £1 each in the Company (the "**TM5 Shares**"), being one half of the issued share capital of the Company, with effect at the Completion Time.

2. CONSIDERATION

- (1) The consideration for the sale of the TM1 Shares shall be the allotment by the First Purchaser to the Seller of 100 ordinary shares of £1 each in the capital of the First Purchaser credited as fully paid (the "**TM1 Consideration Shares**").
- (2) The consideration for the sale of the TM5 Shares shall be the allotment by the Second Purchaser to the Seller of 100 ordinary shares of £1 each in the capital of the Second Purchaser credited as fully paid (the "**TM5 Consideration Shares**").

3. COMPLETION

- (1) Completion of this agreement shall take place at the Completion Time when the matters set forth in sub-clauses (2) and (3) shall take effect.

(2) At the Completion Time the Seller shall:

(a) deliver to the First Purchaser:

- (i) duly executed transfers of the TM1 Shares in favour of the First Purchaser or as it may direct; and
- (ii) share certificate(s) representing the TM1 Shares (or an express indemnity in a form satisfactory to the First Purchaser in the case of any found to be missing); and

(b) deliver to the Second Purchaser:

- (i) duly executed transfers of the TM5 Shares in favour of the Second Purchaser or as it may direct; and
- (ii) share certificate(s) representing the TM5 Shares (or an express indemnity in a form satisfactory to the Second Purchaser in the case of any found to be missing).

(3) With effect at the Completion Time, the First Purchaser shall allot the TM1 Consideration Shares to the Seller and the Second Purchaser shall allot the TM5 Consideration Shares to the Seller.

4. POST-COMPLETION

(1) As soon as practicable after the Completion Time the First Purchaser shall:

- (a) procure that the Seller is entered on the register of members of the First Purchaser in respect of the TM1 Consideration Shares; and
- (b) procure the delivery to the Seller of share certificate(s) representing the TM1 Consideration Shares.

(2) As soon as practicable after the Completion Time the Second Purchaser shall:

- (a) procure that the Seller is entered on the register of members of the Second Purchaser in respect of the TM5 Consideration Shares; and
- (b) procure the delivery to the Seller of share certificate(s) representing the TM5 Consideration Shares.

5. COSTS

Each party shall pay the costs and expenses incurred by it in connection with the entering into and completion of this agreement.

6. FURTHER ASSURANCE

Each party shall procure the convening of all meetings, the giving of all waivers and consents and the passing of all resolutions and shall otherwise exercise all powers and rights available to it in order to give effect to this agreement.

7. GOVERNING LAW

This agreement shall be governed by and construed in accordance with English law.

AS WITNESS the hands of the duly authorised representatives of the parties on the date which appears first on page 1.

SIGNED by Julia Chain)
for T-MOBILE HOLDINGS)
LIMITED)



SIGNED by Julia Chain)
for T-MOBILE NO.1)
LIMITED)



SIGNED by Julia Chain)
for T-MOBILE NO.5)
LIMITED)

