

Profit and loss transfer agreement

between T-Mobile International AG (“TMO”), Landgrabenweg 151, 53227 Bonn, Germany

and Smaragd Telekommunikationsdienste GmbH (“Smaragd”), Friedrich-Ebert-Allee 140, 53113 Bonn, Germany

§ 1 Transfer of profit

(1) Smaragd shall be obliged to transfer its entire profits to TMO during the term of the Agreement. Profit shall be deemed to be the net income for the year that would have arisen with no transfer of profits, reduced by any loss carried forward from the previous year, subject to the set-up or release of reserves pursuant to (2) hereof.

(2) Smaragd may, with TMO’s consent, allocate amounts from net income to other retained earnings to the extent that this is permissible under commercial law and economically justifiable based on a reasonable commercial assessment. Freely available accruals set up during the term of this Agreement (other retained earnings within the meaning of § 272 III German Commercial Code (Handelsgesetzbuch – HGB) and capital reserves from additional capital contributions by TMO within the meaning of § 272 II no. 4 HGB shall be released at the request of TMO and used to offset any net loss for the year or transferred as profit. The transfer of amounts from the release of freely available accruals set up prior to this Agreement within the meaning of sentence 2 shall be precluded.

§ 2 Transfer of loss

(1) TMO shall compensate any net loss for the year otherwise arising during the term of the Agreement to the extent that such loss is not compensated by taking amounts from unappropriated retained earnings (other retained earnings pursuant to § 272 III HGB and capital reserves from additional capital contributions by TMO within the meaning of § 272 II no. 4 HGB), to which such amounts were appropriated during the term of the Agreement.

(2) § 302 (3) German Stock Corporation Act (Aktiengesetz – AktG) shall apply accordingly.

(3) The payment obligation arising from the settlement of accounts shall be due upon approval of the respective annual financial statements.

§ 3 Commencement, term, effective date

(1) The Agreement shall become effective upon its entry into the commercial register at the registered office of Smaragd and shall commence with respect to the obligation to transfer profits on January 1, 2001.

(2) The validity of this Agreement is subject to the approval of both the shareholders' meeting of Smaragd and the shareholders' meeting of TMO.

(3) Notwithstanding the right to terminate for good cause, the Agreement shall be in effect until the end of the fifth year following the year when it first took effect, and shall be extended in each case by one year unless it is terminated before the start of the final year of the term of the Agreement, giving 10 days’ notice.

Bonn, January 15, 2001
(Michael Günther)
(Jürgen Czapran)
(T-Mobile International AG)

Bonn, January 15, 2001
(Dr. Sven Fries)
(Frank Stoffer)
(Smaragd Telekommunikationsdienste GmbH)