

Section 1: POSASR (POSASR)

As filed with the Securities and Exchange Commission on March 13, 2017

Registration No. 333- 210920

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

**POST-EFFECTIVE AMENDMENT NO. 1
TO
FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

**T-Mobile US, Inc.
T-Mobile USA, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware
Delaware**
(State or other jurisdiction of
incorporation or organization)

**20-0836269
91-1983600**
(I.R.S. Employer
Identification Number)

Additional Registrants
(See Table of Additional Registrants on next page)

**12920 SE 38th Street
Bellevue, Washington 98006
(425) 378-4000**
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**John J. Legere
Chief Executive Officer
T-Mobile US, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
(425) 378-4000**
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:

**David A. Miller
Executive Vice President, General
Counsel and Secretary
T-Mobile US, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
(425) 378-4000**

**Steven B. Stokdyk
Lewis W. Kneib
Latham & Watkins LLP
355 South Grand Avenue
Los Angeles, California
(213) 485-1234**

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this Registration Statement, as determined by market conditions.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box:

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, please check the following box:

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered(1)(2)	Proposed Maximum Offering Price Per Unit(1)(2)	Proposed Maximum Aggregate Offering Price(1)(2)	Amount of Registration Fee(3)
Common Stock, par value \$0.00001 per share, of T-Mobile US, Inc.	—	—	—	—
Preferred Stock, par value \$0.00001 per share, of T-Mobile US, Inc.	—	—	—	—
Debt Securities of T-Mobile USA, Inc.	—	—	—	—
Guarantee(s) of Debt Securities of T-Mobile USA, Inc.(3)	—	—	—	—
Warrants	—	—	—	—
Depositary Shares(4)	—	—	—	—
Purchase Contracts	—	—	—	—
Units	—	—	—	—
Total	—	—	—	—

- (1) Not applicable pursuant to General Instruction II(E) of Form S-3.
- (2) An indeterminate amount of securities to be offered at indeterminate prices is being registered pursuant to this registration statement. Any securities registered under this registration statement may be sold separately or as units with other securities registered hereunder.
- (3) The Registrant is deferring payment of the registration fee pursuant to Rule 456(b) and is omitting this information in reliance on Rule 456(b) and Rule 457(r). Pursuant to Rule 457(n), no separate filing fee is required for the guarantees.
- (4) Each depositary share will be issued under a deposit agreement and will be evidenced by a depositary receipt.

TABLE OF ADDITIONAL REGISTRANTS

Exact name of registrant as specified in its charter (1)	State or other jurisdiction of incorporation or organization	I.R.S. Employer Identification Number
IBSV LLC	Delaware	91-2116910
MetroPCS California, LLC	Delaware	68-0618381
MetroPCS Florida, LLC	Delaware	68-0618383
MetroPCS Georgia, LLC	Delaware	68-0618386
MetroPCS Massachusetts, LLC	Delaware	20-8303630
MetroPCS Michigan, LLC	Delaware	20-2509038
MetroPCS Networks California, LLC	Delaware	20-4956821
MetroPCS Networks Florida, LLC	Delaware	20-4957100
MetroPCS Nevada, LLC	Delaware	20-8303430
MetroPCS New York, LLC	Delaware	20-8303519
MetroPCS Pennsylvania, LLC	Delaware	20-8303570
MetroPCS Texas, LLC	Delaware	20-2508993
Powertel Memphis Licenses, Inc.	Delaware	58-2228915
Powertel/Memphis, Inc.	Delaware	58-2228912
SunCom Wireless Holdings, Inc.	Delaware	23-2974475
SunCom Wireless Investment Company LLC	Delaware	30-0283150
SunCom Wireless License Company, LLC	Delaware	75-3172489
SunCom Wireless Management Company, Inc.	Delaware	23-2940271
SunCom Wireless Operating Company, L.L.C.	Delaware	23-2974309
SunCom Wireless Property Company, L.L.C.	Delaware	43-2065344
SunCom Wireless, Inc.	Delaware	23-2930873
T-Mobile Central LLC	Delaware	91-1973799
T-Mobile Financial LLC	Delaware	47-1324347
T-Mobile Leasing LLC	Delaware	47-5079638
T-Mobile License LLC	Delaware	91-1917328
T-Mobile Northeast LLC	Delaware	52-2069434
T-Mobile PCS Holdings LLC	Delaware	91-2159335
T-Mobile Puerto Rico Holdings LLC	Delaware	20-2209577
T-Mobile Puerto Rico LLC	Delaware	66-0649631
T-Mobile Resources Corporation	Delaware	91-1909782
T-Mobile South LLC	Delaware	20-3945483
T-Mobile Subsidiary IV Corporation	Delaware	91-2116909
T-Mobile West LLC	Delaware	36-4027581
Triton PCS Finance Company, Inc.	Delaware	51-0393831
Triton PCS Holdings Company L.L.C.	Delaware	23-2941874

VoiceStream PCS I Iowa Corporation
VoiceStream Pittsburgh LLC

Delaware
Delaware

91-1869520
16-1442506

- (1) The address of each registrant is 12920 SE 38th Street, Bellevue, Washington 98006, and the telephone number is (425) 378-4000.

EXPLANATORY NOTE

This Post-Effective Amendment No. 1 (the "Amendment") to the registration statement on Form S-3 (Registration No. 333-**210920**) initially filed by T-Mobile US, Inc. and T-Mobile USA, Inc. on April 25, 2016 with the Securities and Exchange Commission (the "Registration Statement") is filed to add VoiceStream Pittsburgh LLC as a co-registrant to the Registration Statement and to register VoiceStream Pittsburgh LLC's guarantees of the debt securities covered by the Registration Statement.

No changes or additions are being made hereby to the base prospectus that already forms a part of the Registration Statement. Accordingly, such base prospectus is being omitted from this filing.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

Our estimated expenses in connection with the issuance and distribution of the securities being registered are set forth in the following table.

SEC Registration Fee	\$	*
Legal Fees and Expenses		**
Trustee Fees and Expenses		**
Accounting Fees and Expenses		**
Printing Expenses		**
NASDAQ and Other Listing Fees		**
Miscellaneous		**
Total	\$	**

* In accordance with Rules 456(b) and 457(r) under the Securities Act, the registrant is deferring payment of the registration fee for the securities offered by this prospectus.

** These fees are calculated based on the securities offered and the number of issuances and accordingly cannot be estimated at this time.

Item 15. Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation Law (the “DGCL”) provides, in effect, that any person made a party to any action by reason of the fact that he is or was a director, officer, employee or agent of the Company may and, in some cases, must be indemnified by the Company against, in the case of a non-derivative action, judgments, fines, amounts paid in settlement and reasonable expenses (including attorneys’ fees) incurred by him as a result of such action and in the case of a derivative action, against expenses (including attorneys’ fees), if in either type of action he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal action, he had no reasonable cause to believe his conduct was unlawful. This indemnification does not apply, in a derivative action, to matters as to which it is adjudged that the director, officer, employee or agent is liable to the Company, unless upon court order it is determined that, despite such adjudication of liability, but in view of all the circumstances of the case, he is fairly and reasonably entitled to indemnity for expenses.

Our certificate of incorporation provides that no director is liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director to the fullest extent permitted by the DGCL. Our amended and restated bylaws require us to indemnify our directors and officers to the fullest extent permitted by Delaware law. We have entered into indemnification agreements with all of our directors and executive officers and have purchased directors’ and officers’ liability insurance.

Any underwriting agreement will provide for indemnification by the underwriters of us and our officers and directors for certain liabilities arising under the Securities Act, or otherwise.

Item 16. Exhibits

The following exhibits are filed as part of this registration statement:

<u>Exhibit No.</u>	<u>Document</u>
1.1*	Form of Underwriting or Purchase Agreement.
2.1	Business Combination Agreement, among Deutsche Telekom AG, T-Mobile USA, Inc., T-Mobile Global Zwischenholding GmbH, T-Mobile Global Holding GmbH and MetroPCS Communications, Inc., dated as of October 3, 2012 (Incorporated by reference to Exhibit 2.1 to our Current Report on Form 8-K, filed on October 3, 2012).
2.2	Amendment No. 1 to the Business Combination Agreement, among Deutsche Telekom AG, T-Mobile USA, Inc., T-Mobile Global Zwischenholding GmbH, T-Mobile Global Holding GmbH and MetroPCS Communications, Inc., dated as of April 14, 2013 (Incorporated by reference to Exhibit 2.1 to our Current Report on Form 8-K, filed on April 15, 2013).
3.1	Fourth Amended and Restated Certificate of Incorporation of T-Mobile US, Inc. (Incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K, filed on May 2, 2013).
3.2	Fifth Amended and Restated Bylaws of T-Mobile US, Inc. (Incorporated by reference to Exhibit 3.2 to our Current Report on Form 8-K, filed on May 2, 2013).
3.3	Amended and Restated Certificate of Incorporation of T-Mobile USA, Inc. (Incorporated by reference to Exhibit 3.3 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.4	Amended and Restated Bylaws of T-Mobile USA, Inc. (Incorporated by reference to Exhibit 3.4 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.5	Certificate of Formation of IBSV LLC (Incorporated by reference to Exhibit 3.5 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.6	Limited Liability Company Certificate of Amendment of IBSV LLC (Incorporated by reference to Exhibit 3.81 to our Post-Effective Amendment No. 1 to Form S-3, filed on September 3, 2014).
3.7	Limited Liability Company Agreement of IBSV LLC (Incorporated by reference to Exhibit 3.6 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.8	Certificate of Incorporation of Powertel Memphis Licenses, Inc., as amended (Incorporated by reference to Exhibit 3.7 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.9	Amended and Restated Bylaws of Powertel Memphis Licenses, Inc. (Incorporated by reference to Exhibit 3.8 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.10	Certification of Incorporation of Powertel/Memphis, Inc., as amended (Incorporated by reference to Exhibit 3.9 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.11	Amended and Restated Bylaws of Powertel/Memphis, Inc. (Incorporated by reference to Exhibit 3.10 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.12	Restated Certificate of Incorporation of SunCom Wireless Holdings, Inc., as amended (Incorporated by reference to Exhibit 3.11 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.13	Amended and Restated Bylaws of SunCom Wireless Holdings, Inc. (Incorporated by reference to Exhibit 3.12 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.14	Certificate of Formation of SunCom Wireless Investment Company LLC, as amended (Incorporated by reference to Exhibit 3.13 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.15	Limited Liability Company Agreement of SunCom Wireless Investment Company LLC (Incorporated by reference to Exhibit 3.14 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.16	Certificate of Formation of SunCom Wireless License Company, LLC, as amended (Incorporated by reference to Exhibit 3.15 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.17	Limited Liability Company Agreement of SunCom Wireless License Company, LLC (Incorporated by reference to Exhibit 3.16 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.18	Certificate of Incorporation of SunCom Wireless Management Company, Inc., as amended (Incorporated by reference to Exhibit 3.17 to our Registration Statement on Form S-4, filed on December 13, 2013).

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- 3.19 Bylaws of SunCom Wireless Management Company, Inc. (Incorporated by reference to Exhibit 3.18 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.20 Certificate of Formation of SunCom Wireless Operating Company, L.L.C., as amended (Incorporated by reference to Exhibit 3.19 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.21 Limited Liability Company Agreement of SunCom Wireless Operating Company, L.L.C. (Incorporated by reference to Exhibit 3.20 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.22 Certificate of Formation of SunCom Wireless Property Company, L.L.C., as amended (Incorporated by reference to Exhibit 3.21 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.23 Limited Liability Company Agreement of SunCom Wireless Property Company, L.L.C. (Incorporated by reference to Exhibit 3.22 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.24 Certificate of Incorporation of SunCom Wireless, Inc., as amended (Incorporated by reference to Exhibit 3.23 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.25 Bylaws of SunCom Wireless, Inc. (Incorporated by reference to Exhibit 3.24 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.26 Certificate of Formation of T-Mobile Central LLC, as amended (Incorporated by reference to Exhibit 3.25 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.27 Limited Liability Company Agreement of T-Mobile Central LLC (Incorporated by reference to Exhibit 3.26 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.28 Certificate of Formation of T-Mobile License LLC (Incorporated by reference to Exhibit 3.27 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.29 Limited Liability Company Agreement of T-Mobile License LLC (Incorporated by reference to Exhibit 3.28 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.30 Certificate of Formation of T-Mobile Northeast LLC (Incorporated by reference to Exhibit 3.29 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.31 Limited Liability Company Agreement of T-Mobile Northeast LLC (Incorporated by reference to Exhibit 3.30 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.32 Certificate of Formation of T-Mobile PCS Holdings LLC, as amended (Incorporated by reference to Exhibit 3.31 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.33 Limited Liability Company Agreement of T-Mobile PCS Holdings LLC (Incorporated by reference to Exhibit 3.32 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.34 Certificate of Formation of T-Mobile Puerto Rico Holdings LLC, as amended (Incorporated by reference to Exhibit 3.33 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.35 Limited Liability Company Agreement of T-Mobile Puerto Rico Holdings LLC (Incorporated by reference to Exhibit 3.34 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.36 Certificate of Formation of T-Mobile Puerto Rico LLC, as amended (Incorporated by reference to Exhibit 3.35 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.37 Amended and Restated Limited Liability Company Agreement of T-Mobile Puerto Rico LLC (Incorporated by reference to Exhibit 3.36 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.38 Certificate of Incorporation of T-Mobile Resources Corporation, as amended (Incorporated by reference to Exhibit 3.37 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.39 Bylaws of T-Mobile Resources Corporation (Incorporated by reference to Exhibit 3.38 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.40 Certificate of Formation of T-Mobile South LLC (Incorporated by reference to Exhibit 3.39 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.41 Limited Liability Company Agreement of T-Mobile South LLC (Incorporated by reference to Exhibit 3.40 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.42 Certificate of Incorporation of T-Mobile Subsidiary IV Corporation, as amended (Incorporated by reference to Exhibit 3.41 to our Registration Statement on Form S-4, filed on December 13, 2013).

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- 3.43 Bylaws of T-Mobile Subsidiary IV Corporation (Incorporated by reference to Exhibit 3.42 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.44 Certificate of Formation of T-Mobile West LLC (Incorporated by reference to Exhibit 3.43 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.45 Limited Liability Company Agreement of T-Mobile West LLC (Incorporated by reference to Exhibit 3.44 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.46 Certificate of Incorporation of Triton PCS Finance Company, Inc. (Incorporated by reference to Exhibit 3.45 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.47 Bylaws of Triton PCS Finance Company, Inc. (Incorporated by reference to Exhibit 3.46 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.48 Certificate of Formation of Triton PCS Holdings Company L.L.C., as amended (Incorporated by reference to Exhibit 3.47 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.49 Limited Liability Company Agreement of Triton PCS Holdings Company L.L.C. (Incorporated by reference to Exhibit 3.48 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.50 Certificate of Incorporation of VoiceStream PCS I Iowa Corporation, as amended (Incorporated by reference to Exhibit 3.49 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.51 Bylaws of VoiceStream PCS I Iowa Corporation (Incorporated by reference to Exhibit 3.50 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.52† Certificate of Formation of VoiceStream Pittsburgh LLC.
- 3.53† Limited Liability Company Agreement of VoiceStream Pittsburgh LLC.
- 3.54 Certificate of Formation of MetroPCS California, LLC, as amended (Incorporated by reference to Exhibit 3.55 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.55 Amended and Restated Limited Liability Company Agreement of MetroPCS California, LLC (Incorporated by reference to Exhibit 3.56 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.56 Certificate of Formation of MetroPCS Florida, LLC (Incorporated by reference to Exhibit 3.57 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.57 Amended and Restated Limited Liability Company Agreement of MetroPCS Florida, LLC (Incorporated by reference to Exhibit 3.58 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.58 Certificate of Formation of MetroPCS Georgia, LLC (Incorporated by reference to Exhibit 3.59 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.59 Amended and Restated Limited Liability Company Agreement of MetroPCS Georgia, LLC (Incorporated by reference to Exhibit 3.60 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.60 Certificate of Formation of MetroPCS Massachusetts, LLC (Incorporated by reference to Exhibit 3.61 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.61 Amended and Restated Limited Liability Company Agreement of MetroPCS Massachusetts, LLC (Incorporated by reference to Exhibit 3.62 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.62 Certificate of Formation of MetroPCS Michigan, LLC (Incorporated by reference to Exhibit 3.63 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.63 Limited Liability Company Agreement of MetroPCS Michigan, LLC (Incorporated by reference to Exhibit 3.64 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.64 Certificate of Formation of MetroPCS Nevada, LLC (Incorporated by reference to Exhibit 3.65 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.65 Amended and Restated Limited Liability Company Agreement of MetroPCS Nevada, LLC (Incorporated by reference to Exhibit 3.66 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.66 Certificate of Formation of MetroPCS New York, LLC (Incorporated by reference to Exhibit 3.67 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.67 Amended and Restated Limited Liability Company Agreement of MetroPCS New York, LLC (Incorporated by reference to Exhibit 3.68 to our Registration Statement on Form S-4, filed on December 13, 2013).

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- 3.68 Certificate of Formation of MetroPCS Pennsylvania, LLC (Incorporated by reference to Exhibit 3.69 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.69 Amended and Restated Limited Liability Company Agreement of MetroPCS Pennsylvania, LLC (Incorporated by reference to Exhibit 3.70 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.70 Certificate of Formation of MetroPCS Texas, LLC (Incorporated by reference to Exhibit 3.71 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.71 Second Amended and Restated Limited Liability Company Agreement of MetroPCS Texas, LLC (Incorporated by reference to Exhibit 3.72 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.72 Certificate of Formation of MetroPCS Networks California, LLC, as amended (Incorporated by reference to Exhibit 3.75 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.73 Amended and Restated Limited Liability Company Agreement of MetroPCS Networks California, LLC (Incorporated by reference to Exhibit 3.76 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.74 Certificate of Formation of MetroPCS Networks Florida, LLC, as amended (Incorporated by reference to Exhibit 3.77 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.75 Amended and Restated Limited Liability Company Agreement of MetroPCS Networks Florida, LLC (Incorporated by reference to Exhibit 3.78 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.76 Certificate of Formation of T-Mobile Financial LLC (Incorporated by reference to Exhibit 3.79 to our Post-Effective Amendment No. 1 to Form S-3, filed on September 3, 2014).
- 3.77 Limited Liability Company Agreement of T-Mobile Financial LLC (Incorporated by reference to Exhibit 3.80 to our Post-Effective Amendment No. 1 to Form S-3, filed on September 3, 2014).
- 3.78 Certificate of Formation of T-Mobile Leasing LLC (Incorporated by reference to Exhibit 3.82 to our Post-Effective Amendment No. 2 to Form S-3, filed on November 2, 2015).
- 3.79 Limited Liability Company Agreement of T-Mobile Leasing LLC (Incorporated by reference to Exhibit 3.83 to our Post-Effective Amendment No. 2 to Form S-3, filed on November 2, 2015).
- 4.1 Specimen Common Stock Certificate (Incorporated by reference to Exhibit 99.3 to Amendment No. 1 to our Form 8-A, filed on May 2, 2013).
- 4.2 Indenture, dated as of April 28, 2013, among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee. (Incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K, filed on May 2, 2013).
- 4.3 Eleventh Supplemental Indenture, dated as of May 1, 2013, among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee (Incorporated by reference to Exhibit 4.12 to our Current Report on Form 8-K, filed on May 2, 2013).
- 4.4 Sixteenth Supplemental Indenture, dated as of August 11, 2014, by and among T-Mobile USA, Inc., T-Mobile Financial LLC, the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee. (Incorporated by reference to Exhibit 4.3 to our Quarterly Report on Form 10-Q, filed on October 28, 2014).
- 4.5 Nineteenth Supplemental Indenture, dated as of September 28, 2015, by and among T-Mobile USA, Inc., T-Mobile Leasing LLC, the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee. (Incorporated by reference to Exhibit 4.3 to our Quarterly Report on Form 10-Q, filed on October 27, 2015).
- 4.6 Stockholder's Agreement, dated as of April 30, 2013, between Deutsche Telekom AG and MetroPCS Communications, Inc. (Incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K, filed on May 2, 2013).
- 4.7 Waiver of Required Approval under Section 3.6(a) of the Stockholder's Agreement, dated August 7, 2013, between T-Mobile US, Inc. and Deutsche Telekom AG (Incorporated by reference to Exhibit 10.10 to our Quarterly Report on Form 10-Q, filed on August 8, 2013).
- 4.8 Rights Agreement, dated as of March 29, 2007, between MetroPCS Communications, Inc. and American Stock Transfer & Trust Company, as Rights Agent (Incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K, filed on March 30, 2007).
- 4.9 Amendment No. 1 to Rights Agreement, dated as of October 3, 2012, between MetroPCS Communications, Inc. and American Stock Transfer & Trust Company, as Rights Agent (Incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K, filed on October 3, 2012).

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- 4.10* Form of Debt Security.
 - 4.11* Form of Guarantee.
 - 4.12* Form of Warrant Agreement.
 - 4.13* Form of Deposit Agreement.
 - 4.14* Form of Purchase Contract.
 - 4.15* Form of Unit Agreement.
 - 4.16* Specimen Preferred Stock Certificate.
 - 5.1† Opinion of Latham & Watkins LLP.
 - 12.1 Calculation of Ratio of Earnings to Fixed Charges and Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends (Incorporated by reference to Exhibit 12.1 to our Annual Report on Form 10-K, filed on February 14, 2017).
 - 23.1† Consent of Latham & Watkins LLP (included in Exhibit 5.1).
 - 23.2† Consent of PricewaterhouseCoopers LLP.
 - 24.1† Powers of Attorney (included on the signature pages hereof).
 - 25.1* Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of Deutsche Bank Trust Company Americas, as Trustee under the Indenture.

† Filed herewith.

* Previously filed.

Item 17. Undertakings

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) above do not apply if the registration statement is on Form S-3 or Form F-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining any liability under the Securities Act of 1933 to any purchaser:

(i) If the registrant is relying on Rule 430B:

(A) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
 - (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
 - (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
 - (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.
- (b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 13, 2017.

T-MOBILE US, INC.

By: /s/ J. Braxton Carter

J. Braxton Carter

Executive Vice President and Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
* <u>John J. Legere</u>	President and Chief Executive Officer and Director (Principal Executive Officer)	March 13, 2017
<u>/s/ J. Braxton Carter</u> J. Braxton Carter	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 13, 2017
<u>/s/ Peter Osvaldik</u> Peter Osvaldik	Senior Vice President, Finance and Chief Accounting Officer (Principal Accounting Officer)	March 13, 2017
* <u>Timotheus Höttges</u>	Chairman of the Board	March 13, 2017
* <u>W. Michael Barnes</u>	Director	March 13, 2017
* <u>Srikant Datar</u>	Director	March 13, 2017
* <u>Lawrence H. Guffey</u>	Director	March 13, 2017
* <u>Raphael Kübler</u>	Director	March 13, 2017
* <u>Thorsten Langheim</u>	Director	March 13, 2017
* <u>Teresa A. Taylor</u>	Director	March 13, 2017
* <u>Kelvin R. Westbrook</u>	Director	March 13, 2017
* <u>Thomas Dannenfeldt</u>	Director	March 13, 2017
* <u>Bruno Jacobfeuerborn</u>	Director	March 13, 2017

* By: /s/ J. Braxton Carter

J. Braxton Carter

Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 13, 2017.

T-MOBILE USA, INC.

By: /s/ J. Braxton Carter
J. Braxton Carter
Executive Vice President and Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>*</u> John J. Legere	President and Chief Executive Officer (Principal Executive Officer)	March 13, 2017
<u>/s/ J. Braxton Carter</u> J. Braxton Carter	Executive Vice President and Chief Financial Officer (Principal Financial Officer) and Director	March 13, 2017
<u>/s/ Peter Osvaldik</u> Peter Osvaldik	Senior Vice President, Finance and Chief Accounting Officer (Principal Accounting Officer)	March 13, 2017
<u>*</u> David A. Miller	Director	March 13, 2017

* By: /s/ J. Braxton Carter
J. Braxton Carter
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 13, 2017.

IBSV LLC
T-MOBILE NORTHEAST LLC
T-MOBILE LICENSE LLC
T-MOBILE SOUTH LLC
T-MOBILE WEST LLC

By: /s/ J. Braxton Carter
J. Braxton Carter
Executive Vice President and Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>*</u> John J. Legere	President and Chief Executive Officer (Principal Executive Officer)	March 13, 2017
<u>/s/ J. Braxton Carter</u> J. Braxton Carter	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 13, 2017
<u>/s/ Peter Osvaldik</u> Peter Osvaldik	Senior Vice President, Finance and Chief Accounting Officer (Principal Accounting Officer)	March 13, 2017
<u>*</u> David A. Miller	Manager	March 13, 2017

* By: /s/ J. Braxton Carter
J. Braxton Carter
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 13, 2017.

POWERTEL MEMPHIS LICENSES, INC.
POWERTEL/MEMPHIS, INC.
SUNCOM WIRELESS HOLDINGS, INC.
SUNCOM WIRELESS MANAGEMENT COMPANY, INC.
SUNCOM WIRELESS, INC.
VOICESTREAM PCS IOWA CORPORATION
T-MOBILE RESOURCES CORPORATION
T-MOBILE SUBSIDIARY IV CORPORATION

By: /s/ J. Braxton Carter
J. Braxton Carter
Executive Vice President and Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>*</u> John J. Legere	President and Chief Executive Officer (Principal Executive Officer)	March 13, 2017
<u>/s/ J. Braxton Carter</u> J. Braxton Carter	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 13, 2017
<u>/s/ Peter Osvaldik</u> Peter Osvaldik	Senior Vice President, Finance and Chief Accounting Officer (Principal Accounting Officer)	March 13, 2017
<u>*</u> David A. Miller	Director	March 13, 2017

* By: /s/ J. Braxton Carter
J. Braxton Carter
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 13, 2017.

SUNCOM WIRELESS INVESTMENT COMPANY LLC
SUNCOM WIRELESS LICENSE COMPANY, LLC
SUNCOM WIRELESS OPERATING COMPANY, L.L.C.
SUNCOM WIRELESS PROPERTY COMPANY, L.L.C.
T-MOBILE PUERTO RICO HOLDINGS LLC
T-MOBILE PUERTO RICO LLC
TRITON PCS HOLDINGS COMPANY L.L.C.

By: /s/ J. Braxton Carter
J. Braxton Carter
Executive Vice President and Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>*</u> John J. Legere	President and Chief Executive Officer (Principal Executive Officer)	March 13, 2017
<u>/s/ J. Braxton Carter</u> J. Braxton Carter	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 13, 2017
<u>/s/ Peter Osvaldik</u> Peter Osvaldik	Senior Vice President, Finance and Chief Accounting Officer (Principal Accounting Officer)	March 13, 2017
<u>*</u> John J. Legere	President and Chief Executive Officer of SunCom Wireless Management Company, Inc., the Registrant's Manager	March 13, 2017
<u>* By: /s/ J. Braxton Carter</u> J. Braxton Carter Attorney-in-Fact		

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 13, 2017.

T-MOBILE CENTRAL LLC
T-MOBILE PCS HOLDINGS LLC

By: /s/ J. Braxton Carter
J. Braxton Carter
Executive Vice President and Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>*</u> John J. Legere	President and Chief Executive Officer (Principal Executive Officer)	March 13, 2017
<u>/s/ J. Braxton Carter</u> J. Braxton Carter	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 13, 2017
<u>/s/ Peter Osvaldik</u> Peter Osvaldik	Senior Vice President, Finance and Chief Accounting Officer (Principal Accounting Officer)	March 13, 2017
<u>*</u> John J. Legere	President and Chief Executive Officer of T-Mobile USA, Inc., the Registrant's Member	March 13, 2017
<u>* By: /s/ J. Braxton Carter</u> J. Braxton Carter Attorney-in-Fact		

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 13, 2017.

VOICESTREAM PITTSBURGH LLC

By: T-Mobile Northeast LLC

Its: Sole Member

By: /s/ J. Braxton Carter

J. Braxton Carter

Executive Vice President and Chief Financial Officer

Each person whose signature appears below constitutes and appoints J. Braxton Carter and John J. Legere, and each or either of them, his or her true and lawful attorney-in-fact and agent, each acting alone, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments or supplements (including post-effective amendments) to this registration statement on Form S-3, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ John J. Legere</u> John J. Legere	President and Chief Executive Officer (Principal Executive Officer)	March 13, 2017
<u>/s/ J. Braxton Carter</u> J. Braxton Carter	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 13, 2017
<u>/s/ Peter Osvaldik</u> Peter Osvaldik	Senior Vice President, Finance and Chief Accounting Officer (Principal Accounting Officer)	March 13, 2017
<u>/s/ David A. Miller</u> David A. Miller	Manager	March 13, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 13, 2017.

METROPCS CALIFORNIA, LLC
METROPCS FLORIDA, LLC
METROPCS GEORGIA, LLC
METROPCS MASSACHUSETTS, LLC
METROPCS MICHIGAN, LLC
METROPCS NEVADA, LLC
METROPCS NEW YORK, LLC
METROPCS PENNSYLVANIA, LLC
METROPCS TEXAS, LLC
METROPCS NETWORKS CALIFORNIA, LLC
METROPCS NETWORKS FLORIDA, LLC

By: /s/ J. Braxton Carter
J. Braxton Carter
Executive Vice President and Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
* <u>John J. Legere</u>	President and Chief Executive Officer (Principal Executive Officer)	March 13, 2017
<u>/s/ J. Braxton Carter</u> J. Braxton Carter	Executive Vice President and Chief Financial Officer (Principal Financial Officer) and Manager	March 13, 2017
<u>/s/ Peter Osvaldik</u> Peter Osvaldik	Senior Vice President, Finance and Chief Accounting Officer (Principal Accounting Officer)	March 13, 2017
* <u>David A. Miller</u>	Manager	March 13, 2017
* <u>Thomas C. Keys</u>	Manager	March 13, 2017

* By: /s/ J. Braxton Carter
J. Braxton Carter
Attorney-in-Fact

EXHIBIT INDEX

The following exhibits are filed as part of this registration statement:

<u>Exhibit No.</u>	<u>Document</u>
1.1*	Form of Underwriting or Purchase Agreement.
2.1	Business Combination Agreement, among Deutsche Telekom AG, T-Mobile USA, Inc., T-Mobile Global Zwischenholding GmbH, T-Mobile Global Holding GmbH and MetroPCS Communications, Inc., dated as of October 3, 2012 (Incorporated by reference to Exhibit 2.1 to our Current Report on Form 8-K, filed on October 3, 2012).
2.2	Amendment No. 1 to the Business Combination Agreement, among Deutsche Telekom AG, T-Mobile USA, Inc., T-Mobile Global Zwischenholding GmbH, T-Mobile Global Holding GmbH and MetroPCS Communications, Inc., dated as of April 14, 2013 (Incorporated by reference to Exhibit 2.1 to our Current Report on Form 8-K, filed on April 15, 2013).
3.1	Fourth Amended and Restated Certificate of Incorporation of T-Mobile US, Inc. (Incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K, filed on May 2, 2013).
3.2	Fifth Amended and Restated Bylaws of T-Mobile US, Inc. (Incorporated by reference to Exhibit 3.2 to our Current Report on Form 8-K, filed on May 2, 2013).
3.3	Amended and Restated Certificate of Incorporation of T-Mobile USA, Inc. (Incorporated by reference to Exhibit 3.3 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.4	Amended and Restated Bylaws of T-Mobile USA, Inc. (Incorporated by reference to Exhibit 3.4 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.5	Certificate of Formation of IBSV LLC (Incorporated by reference to Exhibit 3.5 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.6	Limited Liability Company Certificate of Amendment of IBSV LLC (Incorporated by reference to Exhibit 3.81 to our Post-Effective Amendment No. 1 to Form S-3, filed on September 3, 2014).
3.7	Limited Liability Company Agreement of IBSV LLC (Incorporated by reference to Exhibit 3.6 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.8	Certificate of Incorporation of Powertel Memphis Licenses, Inc., as amended (Incorporated by reference to Exhibit 3.7 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.9	Amended and Restated Bylaws of Powertel Memphis Licenses, Inc. (Incorporated by reference to Exhibit 3.8 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.10	Certification of Incorporation of Powertel/Memphis, Inc., as amended (Incorporated by reference to Exhibit 3.9 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.11	Amended and Restated Bylaws of Powertel/Memphis, Inc. (Incorporated by reference to Exhibit 3.10 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.12	Restated Certificate of Incorporation of SunCom Wireless Holdings, Inc., as amended (Incorporated by reference to Exhibit 3.11 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.13	Amended and Restated Bylaws of SunCom Wireless Holdings, Inc. (Incorporated by reference to Exhibit 3.12 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.14	Certificate of Formation of SunCom Wireless Investment Company LLC, as amended (Incorporated by reference to Exhibit 3.13 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.15	Limited Liability Company Agreement of SunCom Wireless Investment Company LLC (Incorporated by reference to Exhibit 3.14 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.16	Certificate of Formation of SunCom Wireless License Company, LLC, as amended (Incorporated by reference to Exhibit 3.15 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.17	Limited Liability Company Agreement of SunCom Wireless License Company, LLC (Incorporated by reference to Exhibit 3.16 to our Registration Statement on Form S-4, filed on December 13, 2013).
3.18	Certificate of Incorporation of SunCom Wireless Management Company, Inc., as amended (Incorporated by reference to Exhibit 3.17 to our Registration Statement on Form S-4, filed on December 13, 2013).

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- 3.19 Bylaws of SunCom Wireless Management Company, Inc. (Incorporated by reference to Exhibit 3.18 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.20 Certificate of Formation of SunCom Wireless Operating Company, L.L.C., as amended (Incorporated by reference to Exhibit 3.19 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.21 Limited Liability Company Agreement of SunCom Wireless Operating Company, L.L.C. (Incorporated by reference to Exhibit 3.20 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.22 Certificate of Formation of SunCom Wireless Property Company, L.L.C., as amended (Incorporated by reference to Exhibit 3.21 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.23 Limited Liability Company Agreement of SunCom Wireless Property Company, L.L.C. (Incorporated by reference to Exhibit 3.22 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.24 Certificate of Incorporation of SunCom Wireless, Inc., as amended (Incorporated by reference to Exhibit 3.23 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.25 Bylaws of SunCom Wireless, Inc. (Incorporated by reference to Exhibit 3.24 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.26 Certificate of Formation of T-Mobile Central LLC, as amended (Incorporated by reference to Exhibit 3.25 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.27 Limited Liability Company Agreement of T-Mobile Central LLC (Incorporated by reference to Exhibit 3.26 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.28 Certificate of Formation of T-Mobile License LLC (Incorporated by reference to Exhibit 3.27 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.29 Limited Liability Company Agreement of T-Mobile License LLC (Incorporated by reference to Exhibit 3.28 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.30 Certificate of Formation of T-Mobile Northeast LLC (Incorporated by reference to Exhibit 3.29 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.31 Limited Liability Company Agreement of T-Mobile Northeast LLC (Incorporated by reference to Exhibit 3.30 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.32 Certificate of Formation of T-Mobile PCS Holdings LLC, as amended (Incorporated by reference to Exhibit 3.31 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.33 Limited Liability Company Agreement of T-Mobile PCS Holdings LLC (Incorporated by reference to Exhibit 3.32 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.34 Certificate of Formation of T-Mobile Puerto Rico Holdings LLC, as amended (Incorporated by reference to Exhibit 3.33 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.35 Limited Liability Company Agreement of T-Mobile Puerto Rico Holdings LLC (Incorporated by reference to Exhibit 3.34 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.36 Certificate of Formation of T-Mobile Puerto Rico LLC, as amended (Incorporated by reference to Exhibit 3.35 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.37 Amended and Restated Limited Liability Company Agreement of T-Mobile Puerto Rico LLC (Incorporated by reference to Exhibit 3.36 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.38 Certificate of Incorporation of T-Mobile Resources Corporation, as amended (Incorporated by reference to Exhibit 3.37 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.39 Bylaws of T-Mobile Resources Corporation (Incorporated by reference to Exhibit 3.38 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.40 Certificate of Formation of T-Mobile South LLC (Incorporated by reference to Exhibit 3.39 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.41 Limited Liability Company Agreement of T-Mobile South LLC (Incorporated by reference to Exhibit 3.40 to our Registration Statement on Form S-4, filed on December 13, 2013).
 - 3.42 Certificate of Incorporation of T-Mobile Subsidiary IV Corporation, as amended (Incorporated by reference to Exhibit 3.41 to our Registration Statement on Form S-4, filed on December 13, 2013).

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- 3.43 Bylaws of T-Mobile Subsidiary IV Corporation (Incorporated by reference to Exhibit 3.42 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.44 Certificate of Formation of T-Mobile West LLC (Incorporated by reference to Exhibit 3.43 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.45 Limited Liability Company Agreement of T-Mobile West LLC (Incorporated by reference to Exhibit 3.44 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.46 Certificate of Incorporation of Triton PCS Finance Company, Inc. (Incorporated by reference to Exhibit 3.45 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.47 Bylaws of Triton PCS Finance Company, Inc. (Incorporated by reference to Exhibit 3.46 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.48 Certificate of Formation of Triton PCS Holdings Company L.L.C., as amended (Incorporated by reference to Exhibit 3.47 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.49 Limited Liability Company Agreement of Triton PCS Holdings Company L.L.C. (Incorporated by reference to Exhibit 3.48 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.50 Certificate of Incorporation of VoiceStream PCS I Iowa Corporation, as amended (Incorporated by reference to Exhibit 3.49 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.51 Bylaws of VoiceStream PCS I Iowa Corporation (Incorporated by reference to Exhibit 3.50 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.52† Certificate of Formation of VoiceStream Pittsburgh LLC.
- 3.53† Limited Liability Company Agreement of VoiceStream Pittsburgh LLC.
- 3.54 Certificate of Formation of MetroPCS California, LLC, as amended (Incorporated by reference to Exhibit 3.55 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.55 Amended and Restated Limited Liability Company Agreement of MetroPCS California, LLC (Incorporated by reference to Exhibit 3.56 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.56 Certificate of Formation of MetroPCS Florida, LLC (Incorporated by reference to Exhibit 3.57 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.57 Amended and Restated Limited Liability Company Agreement of MetroPCS Florida, LLC (Incorporated by reference to Exhibit 3.58 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.58 Certificate of Formation of MetroPCS Georgia, LLC (Incorporated by reference to Exhibit 3.59 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.59 Amended and Restated Limited Liability Company Agreement of MetroPCS Georgia, LLC (Incorporated by reference to Exhibit 3.60 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.60 Certificate of Formation of MetroPCS Massachusetts, LLC (Incorporated by reference to Exhibit 3.61 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.61 Amended and Restated Limited Liability Company Agreement of MetroPCS Massachusetts, LLC (Incorporated by reference to Exhibit 3.62 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.62 Certificate of Formation of MetroPCS Michigan, LLC (Incorporated by reference to Exhibit 3.63 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.63 Limited Liability Company Agreement of MetroPCS Michigan, LLC (Incorporated by reference to Exhibit 3.64 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.64 Certificate of Formation of MetroPCS Nevada, LLC (Incorporated by reference to Exhibit 3.65 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.65 Amended and Restated Limited Liability Company Agreement of MetroPCS Nevada, LLC (Incorporated by reference to Exhibit 3.66 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.66 Certificate of Formation of MetroPCS New York, LLC (Incorporated by reference to Exhibit 3.67 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.67 Amended and Restated Limited Liability Company Agreement of MetroPCS New York, LLC (Incorporated by reference to Exhibit 3.68 to our Registration Statement on Form S-4, filed on December 13, 2013).

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- 3.68 Certificate of Formation of MetroPCS Pennsylvania, LLC (Incorporated by reference to Exhibit 3.69 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.69 Amended and Restated Limited Liability Company Agreement of MetroPCS Pennsylvania, LLC (Incorporated by reference to Exhibit 3.70 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.70 Certificate of Formation of MetroPCS Texas, LLC (Incorporated by reference to Exhibit 3.71 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.71 Second Amended and Restated Limited Liability Company Agreement of MetroPCS Texas, LLC (Incorporated by reference to Exhibit 3.72 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.72 Certificate of Formation of MetroPCS Networks California, LLC, as amended (Incorporated by reference to Exhibit 3.75 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.73 Amended and Restated Limited Liability Company Agreement of MetroPCS Networks California, LLC (Incorporated by reference to Exhibit 3.76 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.74 Certificate of Formation of MetroPCS Networks Florida, LLC, as amended (Incorporated by reference to Exhibit 3.77 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.75 Amended and Restated Limited Liability Company Agreement of MetroPCS Networks Florida, LLC (Incorporated by reference to Exhibit 3.78 to our Registration Statement on Form S-4, filed on December 13, 2013).
- 3.76 Certificate of Formation of T-Mobile Financial LLC (Incorporated by reference to Exhibit 3.79 to our Post-Effective Amendment No. 1 to Form S-3, filed on September 3, 2014).
- 3.77 Limited Liability Company Agreement of T-Mobile Financial LLC (Incorporated by reference to Exhibit 3.80 to our Post-Effective Amendment No. 1 to Form S-3, filed on September 3, 2014).
- 3.78 Certificate of Formation of T-Mobile Leasing LLC (Incorporated by reference to Exhibit 3.82 to our Post-Effective Amendment No. 2 to Form S-3, filed on November 2, 2015).
- 3.79 Limited Liability Company Agreement of T-Mobile Leasing LLC (Incorporated by reference to Exhibit 3.83 to our Post-Effective Amendment No. 2 to Form S-3, filed on November 2, 2015).
- 4.1 Specimen Common Stock Certificate (Incorporated by reference to Exhibit 99.3 to Amendment No. 1 to our Form 8-A, filed on May 2, 2013).
- 4.2 Indenture, dated as of April 28, 2013, among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee. (Incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K, filed on May 2, 2013).
- 4.3 Eleventh Supplemental Indenture, dated as of May 1, 2013, among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee (Incorporated by reference to Exhibit 4.12 to our Current Report on Form 8-K, filed on May 2, 2013).
- 4.4 Sixteenth Supplemental Indenture, dated as of August 11, 2014, by and among T-Mobile USA, Inc., T-Mobile Financial LLC, the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee. (Incorporated by reference to Exhibit 4.3 to our Quarterly Report on Form 10-Q, filed on October 28, 2014).
- 4.5 Nineteenth Supplemental Indenture, dated as of September 28, 2015, by and among T-Mobile USA, Inc., T-Mobile Leasing LLC, the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee. (Incorporated by reference to Exhibit 4.3 to our Quarterly Report on Form 10-Q, filed on October 27, 2015).
- 4.6 Stockholder's Agreement, dated as of April 30, 2013, between Deutsche Telekom AG and MetroPCS Communications, Inc. (Incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K, filed on May 2, 2013).
- 4.7 Waiver of Required Approval under Section 3.6(a) of the Stockholder's Agreement, dated August 7, 2013, between T-Mobile US, Inc. and Deutsche Telekom AG (Incorporated by reference to Exhibit 10.10 to our Quarterly Report on Form 10-Q, filed on August 8, 2013).
- 4.8 Rights Agreement, dated as of March 29, 2007, between MetroPCS Communications, Inc. and American Stock Transfer & Trust Company, as Rights Agent (Incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K, filed on March 30, 2007).
- 4.9 Amendment No. 1 to Rights Agreement, dated as of October 3, 2012, between MetroPCS Communications, Inc. and American Stock Transfer & Trust Company, as Rights Agent (Incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K, filed on October 3, 2012).

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- 4.10* Form of Debt Security.
 - 4.11* Form of Guarantee.
 - 4.12* Form of Warrant Agreement.
 - 4.13* Form of Deposit Agreement.
 - 4.14* Form of Purchase Contract.
 - 4.15* Form of Unit Agreement.
 - 4.16* Specimen Preferred Stock Certificate.
 - 5.1† Opinion of Latham & Watkins LLP.
 - 12.1 Calculation of Ratio of Earnings to Fixed Charges and Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends (Incorporated by reference to Exhibit 12.1 to our Annual Report on Form 10-K, filed on February 14, 2017).
 - 23.1† Consent of Latham & Watkins LLP (included in Exhibit 5.1).
 - 23.2† Consent of PricewaterhouseCoopers LLP.
 - 24.1† Powers of Attorney (included on the signature pages hereof).
 - 25.1* Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of Deutsche Bank Trust Company Americas, as Trustee under the Indenture.

† Filed herewith.

* Previously filed.

[\(Back To Top\)](#)

Section 2: EX-3.52 (EX-3.52)

Exhibit 3.52

STATE OF DELAWARE

CERTIFICATE OF FORMATION OF VOICESTREAM PITTSBURGH LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company is "VoiceStream Pittsburgh LLC".

SECOND: The address of its registered office and the name of its registered agent required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

THIRD: This Certificate of Formation shall be effective as of January 31, 2017 at 4:31 pm EST.

(signature page follows)

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of VoiceStream Pittsburgh LLC, this 31st day of January, 2017.

/s/ David A. Miller

David A. Miller, Authorized Person

[\(Back To Top\)](#)

Section 3: EX-3.53 (EX-3.53)

Exhibit 3.53

LIMITED LIABILITY COMPANY AGREEMENT OF VOICESTREAM PITTSBURGH LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement"), dated effective as of January 31, 2017, is made and entered into pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq. (the "LLC Act"), by T-MOBILE NORTHEAST LLC, a Delaware limited liability company, as the sole member (the "Member") of VOICESTREAM PITTSBURGH LLC, a Delaware limited liability company (the "Company"). The Member does hereby certify and agree as follows:

ARTICLE I FORMATION; NAME; PURPOSE; TERM; PLACE OF BUSINESS

Section 1.1 Name; Formation.

VoiceStream Pittsburgh, L.P. (the "LP") was formed as a Delaware limited partnership on March 12, 1993. The LP was converted into the Company pursuant to the filing with the Secretary of State of Delaware (the "Secretary of State") of a Certificate of Formation and a Certificate of Conversion, each effective as of January 31, 2017 at 4:31 p.m. EST (the "Conversion"), pursuant to which T-Mobile Northeast LLC, which had been the sole General Partner and Limited Partner of the LP, became the sole Member of the Company. The name of the Company is and shall be VoiceStream Pittsburgh LLC.

Section 1.2 Purpose.

The purpose for which the Company is formed and the business and objects to be carried on and promoted by it are to engage in any lawful act or activity which may be carried on by a limited liability company under the LLC Act.

Section 1.3 Term.

The Company shall have perpetual existence beginning at the effective time set forth in the Certificate of Formation filed with by the Secretary of State; *provided, however*, that the Company may be dissolved in accordance with Section 7.1 of this Agreement.

Section 1.4 Place of Business and Resident Agent.

The initial location of the place of business of the Company shall be 12920 S.E. 38th Street, Bellevue, Washington 98006. The initial address of the registered office and the name and address of the initial resident agent of the Company in the State of Delaware are as set forth in the Certificate of Formation.

ARTICLE II
MEMBERS; INTERESTS IN THE COMPANY;
CAPITAL CONTRIBUTIONS

Section 2.1 Members and Capital Contributions.

A. The initial Member's ownership interest in the Company shall be represented by 100 units of membership interest ("Units"). An unlimited number of Units are authorized.

B. The Member has acquired its Units in the Company by virtue of the Conversion, pursuant to which all of the Member's partnership interest in the LP was converted into all of the Units of membership interest in the Company. The Member has accepted and agreed to the provisions of this Agreement by executing a counterpart signature page hereto.

C. Subject to Section 4.1.1, one or more persons may be admitted to the Company from time to time as additional Members upon such terms and subject to such conditions as may be determined by the Members or the Managers (as such term is defined below).

D. A person may be admitted to the Company as a Member without the requirement of becoming a party to this Agreement if such person evidences the intent to become a Member in writing by accepting and agreeing to be bound by the provisions of this Agreement and, with respect to any additional or substitute Members, complies with any other conditions for becoming a Member established by the Members or the Managers.

Section 2.2 Capital Contributions.

A. Each Member has contributed to the capital of the Company (in the case of the initial Member, by virtue of the Conversion; in the case of any additional Members, as determined by the Managers) cash, services or property at such times, in such amounts, and of such types as are reflected in the books and records of the Company.

B. The Managers may from time to time, on behalf of the Company and without the requirement of any consent by the Members, seek and accept from one or more Members selected by the Managers additional capital contributions of cash, services or in-kind contributions of property on such terms and subject to such conditions as may be determined by the Managers in their sole discretion.

C. Except for the capital contributions of the Members required under Sections 2.2.A and 2.2.B, no Member shall be required to make any further capital contributions to the Company or to lend any funds to the Company, although any Member may agree and become obligated to do so. No Member shall have any obligation to contribute additional capital to the Company to restore a deficit balance in the Member's Capital Account (as defined below).

Section 2.3 Issuance and Classification of Units.

The relative ownership interests of the Members in the Company shall be represented by Units of membership interest. Ownership interests in the Company shall constitute a security governed by Article 8 of the Delaware Uniform Commercial Code, 6 *Del. C.* § § 8-101 *et seq.*, as

adopted and in effect in the State of Delaware. The Units of the Company shall be of a single class. Each Member's share of the profits and losses of the Company, right to receive distributions from the Company (prior to its termination and dissolution) and voting powers shall be in proportion to the number of Units held by that Member.

Section 2.4 Capital Accounts.

A separate capital account (the "Capital Account") shall be maintained for each Member. The Capital Account of a Member shall be *increased by* (a) the amount of cash contributed by such member; (b) the agreed fair market value of any property contributed by such Member (net of any liabilities assumed by the Company and any liabilities to which such property is subject) and (c) the amount of all profits (and any item thereof) allocated to such Member. Each Member's capital account shall be *decreased by* (d) the amount of all distributions to such Member; (e) the fair market value of property distributed to such Member (net of any liabilities assumed by the Company and any liabilities to which such property is subject) and (f) the amount of all losses (and any item thereof) allocated to such Member. The Capital Accounts shall be determined, maintained and adjusted in accordance with the Internal Revenue Code of 1986, as amended (the "*Code*") and the Treasury Regulations promulgated thereunder, including the capital account maintenance rules in Treasury Regulations § 1.704-1(b)(2)(iv).

Section 2.5 General Rules Relating to Capital of the Company.

A. No Member shall be personally liable for the return of the capital contributions of the Members, or any portion thereof, it being expressly understood that any such return of contributions shall be made solely from the Company assets.

B. No Member shall have the right to withdraw or receive a return of all or any part of that Member's capital contributions, or to demand or (except pursuant to Article III) receive property of the Company or any distribution in return for that Member's capital contributions.

Section 2.6 Liability of the Members

No Member shall be liable under a judgment, decree or order of a court, or in any other manner for the debts or any other obligations or liabilities of the Company solely by reason of being a Member of the Company. A Member shall be liable only to make the contributions described in Section 2.2 hereof, and shall not be required to lend any funds to the Company, or to make any other contributions, assessments or payments to the Company.

ARTICLE III
ALLOCATIONS AND DISTRIBUTIONS

Section 3.1 Distributions Prior to Dissolution and Termination.

Prior to the dissolution and termination of the Company, cash not needed by the Company for the operation of its business shall be distributed to the Members at such times and in such amounts as shall be determined by the Managers. All such distributions shall be made to the Members in proportion to the number of Units held by each Member.

Section 3.2 Allocations of Profits and Losses.

Profits and losses for each fiscal year (or other portion thereof) of the Company shall be allocated among the Members in proportion to the number of Units held by each Member.

Section 3.3 Distributions Upon Dissolution and Termination

Upon the dissolution and termination of the Company, the assets remaining after satisfaction (whether by payment or by establishment of reserves therefor) of creditors, including Members who are creditors, shall be distributed to the Members in accordance with the number of Units held by each Member. If assets are to be distributed in kind, the Members' Capital Accounts shall be appropriately adjusted, in accordance with Section 3.2, before any such distribution to reflect any profits and losses which would have been allocated if the property distributed in kind had been sold for its fair market value (net of liabilities) by the Company prior to dissolution.

ARTICLE IV
MANAGEMENT OF BUSINESS AND
AFFAIRS OF THE COMPANY

Section 4.1 Management of Business and Affairs of the Company.

All Company powers shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by, the Managers, subject to any limitation set forth in the Certificate of Formation; *provided, however*, that only the Members, by vote or written consent of Members holding a majority of the Units, may take the following actions or may direct the Managers to take the following actions:

4.1.1 The admission of an Additional Member;

4.1.2 The approval of a merger or reorganization of the Company, or a sale or transfer of all or substantially all of its assets;

4.1.3 The amendment of this Agreement or taking any action in violation of this Agreement, or the waiver of any provision of this Agreement; or

4.1.4 The causing of the Company to voluntarily initiate a proceeding under which the Company would become a debtor under the United States Bankruptcy Code.

Section 4.2 Number, Election and Term of Office.

The number of Managers of the Company shall be fixed by resolution of the Managers or of the Members from time to time and shall initially be one; *provided, however*, that no decrease in the number of Managers shall have the effect of shortening the term of an incumbent Manager.

Section 4.3 Initial Manager.

The Member hereby appoints the following individuals as the initial Manager:

David A. Miller

Section 4.4 Removal of Managers.

Any individual Manager may be removed, with or without cause, by the Members. A removed Manager's successor, if any, shall be appointed by the Members to serve the unexpired term.

Section 4.5 Vacancies.

Subject to Section 4.4, a vacancy occurring in the Managers may be filled (for the unexpired term, if applicable) by either action of Members holding a majority of the Units or the affirmative vote of a majority of the remaining Managers, whether or not the remaining Managers constitute a quorum. A vacancy or vacancies in the Managers may result from the death, resignation, disqualification or removal of any Manager, or from an increase in the number of Managers.

Section 4.6 Compensation.

Managers may receive such compensation for their services as Managers as may be fixed by the Members from time to time. A Manager may also serve the Company in one or more capacities other than that of Manager and receive compensation for services rendered in those other capacities.

Section 4.7 Committees of the Managers.

The Managers may designate from among themselves an executive committee or one or more other standing or ad hoc committees, each consisting of one or more Managers, who serve at the pleasure of the Managers. Each committee shall have the authority set forth in the resolution establishing the committee or in any other resolution of the Managers specifying, enlarging, or limiting the authority of the committee.

Section 4.8 Action by Managers or Members.

Any action by the Managers may be taken by vote of a majority of the entire number of Managers at a meeting thereof or unanimous written consent of the Managers. Except as otherwise specified in this Agreement, any action by Members may be taken by vote or written consent of Members holding a majority of the Units. Participation in meetings may be by conference telephone if all persons can hear and speak to each other. A majority of the Managers shall constitute a quorum for meetings of the Managers. Members holding a majority of the Units shall constitute a quorum for meetings of Members.

Section 4.9 Liability of Member and Managers.

No Member nor any Manager shall be liable as a Member or Manager for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any Member or any Manager for liabilities of the Company.

Section 4.10 Other Businesses of Members; Conflicts of Interest.

4.10.1 Except as may otherwise be agreed in writing, any Member and any affiliate of any Member may engage in or possess an interest in other business ventures of any nature or description independently or with others, and neither the Company nor any Member shall have any rights in or to such independent ventures or the income or profits derived therefrom, and such activities shall not be construed as a breach of any duty of loyalty or other duty to the other Members or the Company.

4.10.2 The Members and their affiliates shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company. It is expressly understood that the Members and their affiliates may enter into transactions that are similar to the transactions into which the Company may enter.

4.10.3 A Member or Manager does not violate a duty or obligation to the Company merely because the Member's or the Manager's conduct furthers the Member's interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member or any of its affiliates has a direct or indirect interest in the transaction if the transaction is fair to the Company.

Section 4.11 Authority of Managers to Bind the Company.

Only the Managers and agents of the Company authorized by the Managers shall have the authority to bind the Company.

Section 4.12 Standard of Care of Member and Managers.

A Member's and Manager's duty of care in the discharge of the Member's or Manager's duty to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct or a knowing violation of law. In discharging their duties, the Members and Managers shall be fully protected in relying in good faith upon such information, opinions, reports or statements by any of their agents, or by any other person, as to matters the Member or Manager reasonably believe are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company.

Section 4.13 Indemnification.

A. The Company shall indemnify (i) its Managers and Officers to the fullest extent permitted or authorized by the laws of the State of Delaware now or hereafter in force applied as if the Company were a Delaware corporation, including (without limitation) the advance of expenses under the procedures and to the full extent permitted by law, and (ii) other employees and agents of the Company to such extent as shall be authorized by the Managers and is permitted by law. The foregoing rights of indemnification shall not be exclusive of any other rights to which those seeking indemnification may be entitled. The Managers may take such action as is necessary to carry out these indemnification provisions and is expressly empowered to adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law. No amendment of the Certificate of Formation or this Agreement or repeal of any of the provisions thereof shall limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal. The indemnification shall be payable solely from the assets of the Company and no Member shall have any personal, corporate or limited liability company liability therefor.

B. To the fullest extent permitted by Delaware statutory or decisional law, as amended or interpreted, no Manager or Officer of the Company shall be personally liable to the Company or any Members for money damages. No amendment of the Certificate of Formation or this Agreement, or repeal of any of their respective provisions shall limit or eliminate the limitation on liability provided to Managers and Officers hereunder with respect to any act or omission occurring prior to such amendment or repeal.

ARTICLE V
OFFICERS

A. The Managers shall appoint or elect (and may remove and replace) Officers of the Company for the purpose of managing the day-to-day operations of the Company.

B. The names of the initial Officers serving the Company and the capacities in which they serve are as follows:

John J. Legere	President & Chief Executive Officer
David R. Carey	Executive Vice President, Corporate Services
J. Braxton Carter	Executive Vice President & Chief Financial Officer
Peter A. Ewens	Executive Vice President, Corporate Strategy
Jon A. Freier	Executive Vice President, T-Mobile Retail
Thomas C. Keys	President, T-Mobile Indirect Channels
David A. Miller	Executive Vice President, General Counsel & Secretary
Neville R. Ray	Executive Vice President & Chief Technology Officer
Cody M. Sanford	Executive Vice President & Chief Information Officer
J. Andrew Sherrard	Executive Vice President & Chief Marketing Officer
Elizabeth A. Sullivan	Executive Vice President, Human Resources
G. Michael Sievert	Chief Operating Officer
Callie R. Field	Senior Vice President Customer Service
Janice V. Kapner	Senior Vice President, Corporate Communications
Michael J. Morgan	Senior Vice President, Finance & Customer Financial Services, Finance
Peter Osvaldik	Senior Vice President, Finance & Chief Accounting Officer
Lauren Venezia	Senior Vice President, Deputy General Counsel & Assistant Secretary
Dirk Wehrse	Senior Vice President, Treasury & Treasurer
Christopher M. Miller	Vice President, Taxation
Marc D. Rome	Vice President, Legal Affairs, Governance & Securities and Assistant Secretary
Yvonne Smith	Vice President, Accounting & Controller
Rahul Modi	Assistant Treasurer
Sarah E. Mock	Assistant Secretary

ARTICLE VI
RESTRICTIONS ON TRANSFERS AND WITHDRAWALS

Section 6.1 Transfer of Units; Withdrawal.

No Member shall (i) endorse, sell, give, pledge, encumber, assign, transfer or otherwise dispose of, voluntarily or involuntarily or by operation of law (hereinafter referred to as "Transfer") all or any part of such Member's Units, without the prior written consent of the Managers, which consent shall not be unreasonably withheld, or (ii) voluntarily withdraw or retire from the Company as a Member. Any attempted Transfer or withdrawal in contravention of this Agreement shall be void *ab initio* and shall not bind or be recognized by the Company. As a condition to any transfer, the Managers may require evidence satisfactory to them that all applicable securities laws have been complied with.

Section 6.2 Effect of Bankruptcy, Dissolution or Termination of a Member.

Except as required by the Act, the bankruptcy, dissolution, liquidation or termination of a Member shall not cause the termination or dissolution of the Company, and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee or conservator of such Member shall have all the rights of an assignee of the Units of such Member for the purpose of settling or managing the former Member's estate or property. The Transfer by such trustee, receiver, executor, administrator, committee or conservator of any Member of any Unit shall be subject to all of the restrictions hereunder to which such Transfer would have been subject if such Transfer had been made by such bankrupt, dissolved, liquidated or terminated Member.

ARTICLE VII
DISSOLUTION OF THE COMPANY

Section 7.1 Dissolution

The Company shall be dissolved upon the occurrence of any of the following events:

- A. the election by the Managers to dissolve and terminate the Company; or
- B. the election by the Members holding more than two-thirds of the Units to dissolve and terminate the Company.

Section 7.2 Liquidation and Termination.

A. Upon the dissolution of the Company, the Officers and Managers of the Company shall cause the Company to liquidate by converting the assets of the Company to cash or its equivalent and arranging for the affairs of the Company to be wound up with reasonable speed

but with a view towards obtaining fair value for Company assets, and, after satisfaction (whether by payment or by establishment of reserves therefor) of creditors, including Members who are creditors, shall distribute the remaining assets to and among the Members in accordance with the provisions of Section 3.3 hereof.

B. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company and such Member's capital contribution thereto and share of profits, gains and losses thereof and shall have no recourse therefor (upon dissolution or otherwise) against any other Member.

ARTICLE VIII
BOOKS AND RECORDS; ACCOUNTING,
TAX ELECTIONS, ETC.

Section 8.1 Books, Records and Reports.

A. The Company shall keep correct and complete books and records of its accounts and transactions and minutes of the proceedings of its Members and Managers and of any executive or other committee when exercising any of the powers of the Managers. The books and records of the Company may be in written form or in any other form which can be converted within a reasonable time into written form for visual inspection. The original or a certified copy of this Limited Liability Company Agreement shall be kept at the principal office of the Company or at such other place designated by the President of the Company. The books and records of the Company shall be maintained by the Secretary of the Company and shall be available for examination by any Member, or its duly authorized representatives, during regular business hours.

The President or other appropriate Officer shall prepare or cause to be prepared and shall furnish to the Members within ninety (90) days of the end of each fiscal year (i) a balance sheet and report of the receipts, disbursements, profits or losses of the Company, and each Member's share of such items for the fiscal year, and (ii) information necessary for the Members to prepare their respective federal and state income tax returns. The cost of such financial and tax reports shall be an expense of the Company.

Section 8.2 Bank Accounts Checks, Drafts, Etc.

The bank accounts of the Company shall be maintained in accounts in the name of and under the tax identification number for the Company in such banking institutions as the Managers or the appropriate Officers shall determine. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Company, shall be signed by such Officers or such other persons as may be authorized by the Board of Managers from time to time.

Section 8.3 Fiscal Year; Methods of Accounting.

The fiscal year of the Company shall be the year ending December 31, unless otherwise determined by the Board of Managers. The method of accounting to be used in keeping the books of the Company shall be determined by the Board of Managers in accordance with applicable law.

ARTICLE IX
GENERAL PROVISIONS

Section 9.1 Binding Provisions.

The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Members, Managers and Officers.

Section 9.2 Separability of Provisions.

Each provision of this Agreement shall be considered separable; and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect any other provisions of this Agreement.

Section 9.3 Rules of Construction.

Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Agreement:

- (i) References to the singular include the plural, and references to the plural include the singular.
- (ii) Words of the masculine gender include correlative words of the feminine and neuter genders.
- (iii) The headings or captions used in this Agreement are for convenience of reference and do not constitute a part of this Agreement, nor affect its meaning, construction, or effect.
- (iv) References to a person include any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.
- (v) Any reference in this Agreement to a particular "Article," "Section" or other subdivision shall be to such Article, Section or subdivision of this Agreement unless the context shall otherwise require.
- (vi) Any use of the word "including" in this Agreement shall not be construed as limiting the phrase so modified to the particular items or actions enumerated.
- (vii) When any reference is made in this document or any of the schedules or exhibits attached to the Agreement, it shall mean this Agreement, together with all other schedules and exhibits attached hereto, as though one document.

Section 9.4 Entire Agreement; Amendments.

A. This Agreement constitutes the entire agreement with respect to the subject matter hereof.

B. This Agreement and the Certificate of Formation may be modified or amended only pursuant to a written amendment adopted by the Managers and approved by the Member or Members holding a majority of the Units; *provided, however*, no amendment shall be effective with respect to any Member without the prior written consent of such Member if the effect of the amendment would be to increase the capital contributions required to be made by the Member or otherwise to increase the liabilities of the Member. Once an amendment to this Agreement and/or the Certificate of Formation has been approved, the proper Officers of the Company shall authorize the preparation and filing, if necessary, of a written amendment to this Agreement and/or the Certificate of Formation, as applicable.

Section 9.5 Applicable Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

[Signatures appear on the Counterpart Signature Page]

**LIMITED LIABILITY COMPANY AGREEMENT
OF
VOICESTREAM PITTSBURGH LLC**

COUNTERPART SIGNATURE PAGE

The undersigned, intending to be admitted to VOICESTREAM PITTSBURGH LLC, a Delaware limited liability company (the "Company"), as a Member thereof and to accept and agree to be bound by all the terms and provisions of the Limited Liability Agreement of the Company dated as of January 31, 2017, does hereby cause this Counterpart Signature Page to be executed, acknowledged and delivered by the undersigned authorized person in its name and on its behalf.

MEMBER:

T-MOBILE NORTHEAST LLC

By: /s/ David A. Miller

Name: David A. Miller

Title: Executive Vice President, General Counsel &
Secretary

[\(Back To Top\)](#)

Section 4: EX-5.1 (EX-5.1)

Exhibit 5.1

355 South Grand Avenue
Los Angeles, California 90071-1560
Tel: +1.213.485.1234 Fax: +1.213.891.8763
www.lw.com

LATHAM & WATKINS LLP

FIRM / AFFILIATE OFFICES

Barcelona	Moscow
Beijing	Munich
Boston	New York
Brussels	Orange County
Century City	Paris
Chicago	Riyadh
Dubai	Rome
Düsseldorf	San Diego
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London	Singapore
Los Angeles	Tokyo
Madrid	Washington, D.C.
Milan	

March 13, 2017

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

Re: Registration No. 333-210920; T-Mobile USA, Inc., Post-Effective Amendment No. 1 to Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as special counsel to T-Mobile US, Inc., a Delaware corporation ("**Parent**") and T-Mobile USA, Inc., a Delaware corporation ("**T-Mobile**" and together with Parent, the "**Company**"), in connection with the preparation and filing with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Act**"), of Post-Effective Amendment No. 1 (the "**Post-Effective Amendment**") to a registration statement on Form S-3 under the Securities Act of 1933, as amended (the "**Act**"), filed with the Commission on April 25, 2016 (Registration No. 333-210920) (as so filed and as amended, the "**Registration Statement**"), which adds VoiceStream Pittsburgh LLC, a Delaware limited liability company (the "**Guarantor**"), as a co-registrant to the Registration Statement and to register the guarantees (the "**Guarantees**") by the Guarantor of the debt securities issued by the Company (the "**Debt Securities**") pursuant to that certain Indenture, dated as of April 28, 2013, as supplemented (the "**Indenture**"), among the Company, the guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee (the "**Trustee**").

You have provided us with a draft of the Registration Statement in the form in which it will be filed with the Commission. The Registration Statement includes a form of prospectus (the "*Prospectus*"), which provides that it will be supplemented in the future by one or more supplements to the Prospectus (each, a "*Prospectus Supplement*").

This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining

to the contents of the Registration Statement, the Prospectus or any Prospectus Supplement, other than as expressly stated herein with respect to the enforceability of the Guarantees.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. We are opining herein as to the internal laws of the State of New York and the Delaware Limited Liability Company Act, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or, in the case of Delaware, any other laws, or as to any matters of municipal law or the laws of any local agencies within any state.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, when (i) the specific terms of the Guarantees of a particular Debt Security and such Debt Security have been duly established in accordance with the Indenture, (ii) the Guarantees have been authorized by all necessary limited liability company action of the Guarantor and such Debt Security has been authorized by all corporate action of T-Mobile, (iii) such Guarantees have been duly executed, issued and delivered in accordance with the Indenture and in the manner contemplated by the Registration Statement, the Prospectus and/or the applicable Prospectus Supplement and by such limited liability company action, and (iv) such Debt Security has been duly executed, authenticated, issued and delivered against payment therefor in accordance with the Indenture and in the manner contemplated by the Registration Statement, the Prospectus and/or the applicable Prospectus Supplement and by such corporate action, then such Guarantees will be legally valid and binding obligations of the Guarantor, enforceable against the Guarantor in accordance with their terms.

Our opinion is subject to: (i) the effect of bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors; (ii) the effect of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), concepts of materiality, reasonableness, good faith and fair dealing, and the discretion of the court before which a proceeding is brought; (iii) the invalidity under certain circumstances under law or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where such indemnification or contribution is contrary to public policy; and (iv) we express no opinion as to (a) any provision for liquidated damages, default interest, late charges, monetary penalties, make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty, (b) consents to, or restrictions upon, governing law, jurisdiction, venue, arbitration, remedies, or judicial relief, (c) the waiver of rights or defenses contained in Section 4.06 of the Base

Indenture; (d) any provision requiring the payment of attorneys' fees, where such payment is contrary to law or public policy, (e) the severability, if invalid, of provisions to the foregoing effect.

With your consent, we have assumed (a) that the Indenture, the Debt Securities and Guarantees (collectively, the "**Documents**") have been duly authorized, executed and delivered by the parties thereto other than the Guarantor, (b) that the Guarantees constitute legally valid and binding obligations of the parties thereto other than the Guarantor, enforceable against it in accordance with their respective terms, and (c) that the status of the Guarantees as legally valid and binding obligations of the parties is not affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents, approvals or authorizations from, or make required registrations, declarations or filings with, governmental authorities.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to the reference to our firm contained in the Prospectus under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ LATHAM & WATKINS LLP

[\(Back To Top\)](#)

Section 5: EX-23.2 (EX-23.2)

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated February 14, 2017 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in T-Mobile US, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2016.

/s/ PricewaterhouseCoopers LLP

Seattle, Washington

March 13, 2017

[\(Back To Top\)](#)