
Section 1: SC 13D/A (SC 13D/A)

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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 4)

T-Mobile US, Inc.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

872590104

(CUSIP Number)

Guillaume Maisondieu
Senior Vice President
(Chief Accounting Officer)
Deutsche Telekom AG
Friedrich-Ebert-Allee 140
53113 Bonn, Germany
+49-228-181-0

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

April 29, 2018

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D/A

CUSIP No. 872590104

IRS identification number not applicable.

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization
The Netherlands

7 Sole Voting Power:
538,590,941

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power:
0

9 Sole Dispositive Power:
538,590,941

10 Shared Dispositive Power:
0

11 Aggregate Amount Beneficially Owned by Each Reporting Person
538,590,941

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)
63.5%

14 Type of Reporting Person
CO

2

CUSIP No. 872590104

1 Name of Reporting Person
T-Mobile Global Holding GmbH
IRS identification number: 98-0470438

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization
Federal Republic of Germany

7 Sole Voting Power:
538,590,941

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power:
0

9 Sole Dispositive Power:
538,590,941

10 Shared Dispositive Power:
0

11 Aggregate Amount Beneficially Owned by Each Reporting Person
538,590,941

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)
63.5%

14 Type of Reporting Person
CO

3

CUSIP No. 872590104

1 Name of Reporting Person
T-Mobile Global Zwischenholding GmbH
IRS identification number not applicable.

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization
Federal Republic of Germany

7 Sole Voting Power:
538,590,941

Number of
Shares
Beneficially
Owned by
Each

8 Shared Voting Power:
0

Reporting
Person With

9 Sole Dispositive Power:
538,590,941

10 Shared Dispositive Power:
0

11 Aggregate Amount Beneficially Owned by Each Reporting Person
538,590,941

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)
63.5%

14 Type of Reporting Person
CO

4

CUSIP No. 872590104

1 Name of Reporting Person
Deutsche Telekom AG
IRS identification number not applicable.

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization
Federal Republic of Germany

	7	Sole Voting Power: 538,590,941
Number of Shares Beneficially Owned by Each Reporting Person With	8	Shared Voting Power: 0
	9	Sole Dispositive Power: 538,590,941
	10	Shared Dispositive Power: 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 538,590,941	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 63.5%	
14	Type of Reporting Person CO	

SCHEDULE 13D/A

Explanatory Note

This Amendment No. 4 (this “Amendment No. 4”) to the Schedule 13D filed with the U.S. Securities and Exchange Commission (the “Commission”) on May 10, 2013, as amended and supplemented by Amendment No. 1 to Schedule 13D filed with the Commission on November 26, 2013, Amendment No. 2 to Schedule 13D filed with the Commission on January 15, 2014 and Amendment No. 3 to Schedule 13D filed with the Commission on March 6, 2018 (as amended and supplemented, collectively, this “Schedule 13D”), is being filed by Deutsche Telekom AG, a stock corporation (*Aktiengesellschaft*) organized under the laws of the Federal Republic of Germany (“Deutsche Telekom”), T-Mobile Global Zwischenholding GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of the Federal Republic of Germany and a direct wholly owned subsidiary of Deutsche Telekom (“T-Mobile Global”), T-Mobile Global Holding GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of the Federal Republic of Germany and a direct wholly owned subsidiary of T-Mobile Global (“T-Mobile Holding”), and Deutsche Telekom Holding B.V., a limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands and a direct wholly owned subsidiary of T-Mobile Holding (“DT Holding” and, together with Deutsche Telekom, T-Mobile Global and T-Mobile Holding, the “Reporting Persons”, and each, a “Reporting Person”), with respect to the shares of common stock, par value \$0.00001 per share (the “Common Stock”), of T-Mobile US, Inc., a Delaware corporation (the “Issuer” or “T-Mobile”).

Except as set forth below, all Items of the Schedule 13D remain unchanged. Capitalized terms used in this Amendment No. 4 and not otherwise defined shall have the respective meanings assigned to such terms in the Schedule 13D.

Item 4. Purpose of the Transaction

The information set forth in Item 6 of this Schedule 13D, including without limitation as to the rights and obligations of the Reporting Persons pursuant to the terms of the Business Combination Agreement (as defined in Item 6 below) and the other matters described therein, is hereby incorporated by reference.

Item 5. Interest in Securities of the Issuer

Item 5(a)-(b) is hereby amended and supplemented as follows:

Dr. Uli Kühbacher, a Managing Director of T-Mobile Holding, beneficially owns 100 shares of Common Stock, which represents approximately 0.00001% of the shares of Common Stock issued and outstanding as of April 25, 2018. Ms. Michaela Klitsch, a Managing Director of T-Mobile Holding, beneficially owns 48 shares of Common Stock, which represents approximately 0.00001% of the shares of Common Stock issued and outstanding as of April 25, 2018. To the best knowledge of the Reporting Persons, Dr. Uli Kühbacher has the sole power to vote or direct the vote or dispose or direct the disposition of all of the shares of Common Stock beneficially owned by him, and Ms. Michaela Klitsch has the sole power to vote or direct the vote or dispose

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or direct the disposition of all of the shares of Common Stock beneficially owned by her.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 is hereby amended and supplemented as follows:

On April 29, 2018, T-Mobile entered into a Business Combination Agreement (the “Business Combination Agreement”) with Sprint Corporation, a Delaware corporation (“Sprint”), Huron Merger Sub LLC, a Delaware limited liability company and a wholly owned subsidiary of T-Mobile (“T-Mobile Merger Company”), Superior Merger Sub Corporation, a Delaware corporation and a wholly owned subsidiary of T-Mobile Merger Company (“Merger Sub”), Starburst I, Inc., a Delaware corporation (“Starburst”), Galaxy Investment Holdings, Inc., a Delaware corporation (“Galaxy,” and together with Starburst, the “SoftBank US HoldCos”), and for the limited purposes set forth therein, Deutsche Telekom, DT Holding and SoftBank Group Corp., a Japanese *kaisha* (“SoftBank”).

Pursuant to the Business Combination Agreement and upon the terms and subject to the conditions described therein, the SoftBank US HoldCos will merge with and into T-Mobile Merger Company, with T-Mobile Merger Company continuing as the surviving entity and as a wholly owned subsidiary of T-Mobile (the “HoldCo Mergers”). Immediately following the HoldCo Mergers, Merger Sub will merge with and into Sprint, with Sprint continuing as the surviving corporation and as a wholly owned indirect subsidiary of T-Mobile (the “Merger” and, together with the HoldCo Mergers, the “Merger Transactions”). Pursuant to the Business Combination Agreement, (i) at the effective time of the HoldCo Mergers, all the issued and outstanding shares of common stock of Galaxy, par value \$0.01 per share, and all the issued and outstanding shares of common stock of Starburst, par value \$0.01 per share, held by SoftBank Group Capital Limited, a private limited company incorporated in England and Wales and a wholly owned subsidiary of SoftBank and the sole stockholder of Galaxy and Starburst (“SoftBank UK”), will be converted such that SoftBank UK will receive an aggregate number of shares of Common Stock equal to the product of (x) 0.10256 (the “Exchange Ratio”) and (y) the aggregate number of shares of common stock of Sprint, par value \$0.01 per share (“Sprint Common Stock”), held by the SoftBank US HoldCos, collectively, immediately prior to the effective time of the HoldCo Mergers, and (ii) at the effective time of the Merger, each share of Sprint Common Stock issued and outstanding immediately prior to the effective time of the Merger (other than shares of Sprint Common Stock that were held by the SoftBank US HoldCos or are held by Sprint as treasury stock) will be converted into the right to receive a number of shares of Common Stock equal to the Exchange Ratio. SoftBank and its affiliates will receive the same amount of Common Stock per share of Sprint Common Stock as all other Sprint stockholders.

Immediately following the Merger Transactions, Deutsche Telekom and SoftBank are expected to hold approximately 42% and 27% of the fully diluted shares of Common Stock, respectively, with the remaining approximately 31% of the fully diluted shares of Common Stock held by public stockholders.

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The consummation of the Merger Transactions and the other transactions contemplated by the Business Combination Agreement (collectively, the “Transactions”) is subject to obtaining the consent of the holders of a majority of the outstanding shares of Sprint Common Stock in favor of the adoption of the Business Combination Agreement (the “Sprint Stockholder Approval”). Subsequent to the execution of the Business Combination Agreement, SoftBank entered into a support agreement (the “SoftBank Support Agreement”), pursuant to which it has agreed to cause SoftBank UK, Galaxy and Starburst to deliver a written consent in favor of the adoption of the Business Combination Agreement, which will constitute receipt by Sprint of the Sprint Stockholder Approval. As of April 25, 2018, SoftBank beneficially owned approximately 84.8% of Sprint Common Stock outstanding. Under the terms of the SoftBank Support Agreement, SoftBank and its affiliates are generally prohibited from transferring ownership of Sprint Common Stock prior to the earlier of the consummation of the Merger and the termination of the Business Combination Agreement in accordance with its terms. The consummation of the Transactions is also subject to obtaining the consent of the holders of a majority of the outstanding shares of Common Stock in favor of the issuance of Common Stock in the Merger Transactions (the “T-Mobile Stock Issuance Approval”) and in favor of the amendment and restatement of T-Mobile’s Certificate of Incorporation in its entirety in the form attached as Exhibit A to the Business Combination Agreement (the “T-Mobile Charter Amendment”) (collectively, the “T-Mobile Stockholder Approval”). Subsequent to the execution of the Business Combination Agreement, Deutsche Telekom entered into a support agreement (the “Deutsche Telekom Support Agreement”), pursuant to which it has agreed to deliver a written consent in favor of the T-Mobile Stock Issuance Approval and the T-Mobile Charter Amendment, which will constitute receipt by T-Mobile of the T-Mobile Stockholder Approval.

As of April 25, 2018, Deutsche Telekom beneficially owned approximately 63.5% of the Common Stock outstanding. Under the terms of the Deutsche Telekom Support Agreement, Deutsche Telekom and its affiliates are generally prohibited from transferring ownership of Common Stock prior to the earlier of the consummation of the Merger and the termination of the Business Combination Agreement in accordance with its terms.

The consummation of the Transactions is also subject to the satisfaction or waiver, if legally permitted, of certain other conditions, including, among other things, (i) the accuracy of representations and warranties and performance of covenants of the parties, (ii) the effectiveness of the registration statement for the shares of Common Stock to be issued in the Merger Transactions, and the approval of the listing of such shares on the NASDAQ Global Select Market (“NASDAQ”), (iii) receipt of certain regulatory approvals, including approvals of the Federal Communications Commission, applicable state public utility commissions and expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and favorable completion of review by the Committee on Foreign Investments in the United States, (iv) specified minimum credit ratings for T-Mobile on the closing date of the Merger Transactions (after giving effect to the Merger) from at least two of the three credit rating agencies, subject to certain qualifications, and (v) no material adverse effect with respect to Sprint or T-Mobile since the date of the Business Combination Agreement.

In accordance with the Business Combination Agreement, upon consummation of the Transactions, the T-Mobile board of directors will consist of fourteen members, comprising nine directors designated by Deutsche Telekom (of which nine directors, at least two will be independent directors under the listing standards of NASDAQ), four directors designated by

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SoftBank (of which four directors, at least two will be independent directors under the listing standards of NASDAQ), and T-Mobile’s chief executive officer. Pursuant to the terms of the Business Combination Agreement, T-Mobile, SoftBank and Deutsche Telekom will also enter into an amended and restated stockholders’ agreement (the “Stockholders Agreement”), a form of which is attached as Exhibit E to the Business Combination Agreement, which will become effective upon the closing of the Transactions, and which will govern, among other things, the composition of T-Mobile’s board of directors following the closing of the Transactions. The Stockholders Agreement will also set forth certain consent rights for each of SoftBank and Deutsche Telekom over certain material transactions of T-Mobile and will contain a non-compete which will apply to SoftBank, Deutsche Telekom and their respective affiliates, subject to certain exceptions, until such time as SoftBank’s or Deutsche Telekom’s ownership in T-Mobile has been reduced below an agreed threshold.

In addition, pursuant to the terms of the Business Combination Agreement, SoftBank and Deutsche Telekom will enter into a proxy, lock-up and right of first refusal agreement (the “PLR Agreement”), a form of which is attached as Exhibit F to the Business Combination Agreement, which will become effective upon the closing of the Transactions, and which will set forth certain rights and obligations in respect to the shares of Common Stock owned by each of SoftBank, Deutsche Telekom and their respective affiliates to enable Deutsche Telekom to consolidate T-Mobile into Deutsche Telekom’s financial statements following the consummation of the Transactions. Among other terms, these rights and obligations will require SoftBank to agree to vote its shares of Common Stock as directed by Deutsche Telekom and will restrict SoftBank from transferring its shares of Common Stock in a manner that would prevent Deutsche Telekom from consolidating T-Mobile into Deutsche Telekom’s financial statements following the consummation of the Transactions, subject in each case to certain exceptions set forth in the PLR Agreement. In addition, the PLR Agreement will impose certain restrictions on SoftBank’s and Deutsche Telekom’s ability to transfer their shares of Common Stock in the four year period following the closing of the Transactions and will provide each of SoftBank and Deutsche Telekom with a right of first refusal with respect to proposed transfers of shares of Common Stock by the other party, subject in each case to certain exceptions and limitations set forth in the PLR Agreement. As a result of the PLR Agreement, T-Mobile is expected to continue to be a “Controlled Company” for purposes of NASDAQ rules following consummation of the Merger, which provides T-Mobile with exemptions from certain corporate governance requirements under the NASDAQ rules.

The foregoing description of the Business Combination Agreement, the Deutsche Telekom Support Agreement, the SoftBank Support Agreement, the Stockholders Agreement and the PLR Agreement is not complete and is qualified in its entirety by reference to the Business Combination Agreement, which is filed as Exhibit 25 hereto, the Deutsche Telekom Support Agreement, which is filed as Exhibit 26 hereto, the SoftBank Support Agreement, which is filed as Exhibit 27 hereto, the form of Stockholders Agreement attached as Exhibit E to the Business Combination Agreement and the form of PLR Agreement attached as Exhibit F to the Business Combination Agreement, each of which is incorporated herein by reference.

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Financing Matters Agreement

In connection with the entry into the Business Combination Agreement, Deutsche Telekom and T-Mobile USA, Inc. (“T-Mobile USA”) entered into a Financing Matters Agreement, dated as of April 29, 2018 (the “Financing Matters Agreement”). Pursuant to the Financing Matters Agreement, Deutsche Telekom agreed, among other things, to consent to the incurrence by T-Mobile USA of secured debt in connection with and after the consummation of the Merger, and to provide a lock up on sales thereby as to certain senior notes of T-Mobile USA held thereby. In addition, T-Mobile USA agreed, among other things, to repay and terminate, upon closing of the Merger, the existing credit facilities of T-Mobile USA which are provided by Deutsche Telekom, as well as \$2 billion of T-Mobile USA’s 5.300% senior notes due 2021 and \$2 billion of T-Mobile USA’s 6.000% senior notes due 2024. In addition, T-Mobile USA and Deutsche Telekom agreed, upon closing of the Merger, to amend the \$1.25 billion of T-Mobile USA’s 5.125% senior notes due 2025 and \$1.25 billion of T-Mobile USA’s 5.375% senior notes due 2027 to change the maturity dates thereof to April 15, 2021 and April 15, 2022, respectively.

The foregoing description of the Financing Matters Agreement and the transactions contemplated thereby is not complete and is qualified in its entirety by reference to the Financing Matters Agreement, which is filed as Exhibit 27 hereto and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
25	Business Combination Agreement, dated as of April 29, 2018, by and among T-Mobile US, Inc., Huron Merger Sub LLC, Superior Merger Sub Corp., Sprint Corporation, Starburst I, Inc., Galaxy Investment Holdings, Inc., Deutsche Telekom AG, Deutsche Telekom Holding B.V. and SoftBank Group Corp. (incorporated by reference to Exhibit 2.1 to the Issuer's Current Report on Form 8-K filed with the SEC on April 30, 2018)
26	Support Agreement, dated as of April 29, 2018, by and among Deutsche Telekom AG, Deutsche Telekom Holding B.V., Sprint Corporation and SoftBank Group Corp.
27	Support Agreement, dated as of April 29, 2018, by and among SoftBank Group Corp., SoftBank Group Capital Limited, Starburst I, Inc., Galaxy Investment Holdings, Inc., T-Mobile US, Inc., and Deutsche Telekom AG (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed with the SEC on April 30, 2018)
28	Financing Matters Agreement, dated as of April 29, 2018, by and between Deutsche Telekom AG and T-Mobile USA, Inc. (incorporated by reference to Exhibit 10.3 to the Issuer's Current Report on Form 8-K filed with the SEC on April 30, 2018)
29	Purchase Agreement, dated as of March 6, 2016, among T-Mobile USA, Inc., the guarantors party thereto and Deutsche Telekom AG (incorporated by reference to

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Exhibit 1.1 to the Issuer's Current Report on Form 8-K filed with the Commission on March 7, 2016)

30	Purchase Agreement, dated as of April 25, 2016, among T-Mobile USA, Inc., the guarantors party thereto and Deutsche Telekom AG (incorporated by reference to Exhibit 1.1 to the Issuer's Current Report on Form 8-K filed with the Commission on April 26, 2016)
31	Purchase Agreement, dated as of April 29, 2016, among T-Mobile USA, Inc., the guarantors party thereto and Deutsche Telekom AG (incorporated by reference to Exhibit 1.1 to the Issuer's Current Report on Form 8-K filed with the Commission on April 29, 2016)
32	Unsecured Revolving Credit Agreement, dated as of December 29, 2016, by and among T-Mobile US, Inc., T-Mobile USA, Inc., the several banks and other financial institutions or entities from time to time party thereto as lenders, and Deutsche Telekom AG, as administrative agent (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed with the Commission on December 30, 2016)
33	Secured Revolving Credit Agreement, dated as of December 29, 2016, by and among T-Mobile US, Inc., T-Mobile USA, Inc., the several banks and other financial institutions or entities from time to time party thereto as lenders, and Deutsche Telekom AG, as administrative agent (incorporated by reference to Exhibit 10.2 to the Issuer's Current Report on Form 8-K filed with the Commission on December 30, 2016)
34	Purchase Agreement, dated as of March 13, 2017, among T-Mobile USA, Inc., the guarantors party thereto and Deutsche Telekom AG (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed with the Commission on March 16, 2017)
35	Twenty-Sixth Supplemental Indenture, dated as of April 27, 2017, by and among T-Mobile USA, Inc., T-Mobile US, Inc., the other guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, including the Form of 4.000% Senior Note due 2022-1 (incorporated by reference to Exhibit 4.1 to the Issuer's Current Report on Form 8-K filed with the Commission on April 28, 2017)
36	Twenty-Seventh Supplemental Indenture, dated as of April 28, 2017, by and among T-Mobile USA, Inc., T-Mobile US, Inc., the other guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, including the Form of 5.125% Senior Note due 2025-1 (incorporated by reference to Exhibit 4.2 to the Issuer's Current Report on Form 8-K filed with the Commission on April 28, 2017)

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37	Twenty-Eighth Supplemental Indenture, dated as of April 28, 2017, by and among T-Mobile USA, Inc., T-Mobile US, Inc., the other guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, including the Form of 5.375% Senior Note due 2027-1 (incorporated by reference to Exhibit 4.3 to the Issuer's Current Report on Form 8-K filed with the Commission on April 28, 2017)
38	Twenty-Ninth Supplemental Indenture, dated as of May 9, 2017, by and among T-Mobile USA, Inc., T-Mobile US, Inc., the

other guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, including the Form of 5.300% Senior Notes due 2021 (incorporated by reference to Exhibit 4.1 to the Issuer's Current Report on Form 8-K filed with the Commission on May 9, 2017)

39 Thirtieth Supplemental Indenture, dated as of May 9, 2017, by and among T-Mobile USA, Inc., T-Mobile US, Inc., the other guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, including the Form of 6.000% Senior Notes due 2024 (incorporated by reference to Exhibit 4.2 to the Issuer's Current Report on Form 8-K filed with the Commission on May 9, 2017)

40 Purchase Agreement, dated as of January 22, 2018, among T-Mobile USA, Inc., T-Mobile US, Inc., the other guarantors party thereto and Deutsche Telekom AG (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed with the Commission on January 25, 2018)

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Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: April 30, 2018

Deutsche Telekom AG

By: /s/ Timotheus Höttges
Name: Timotheus Höttges
Title: Member of the Management Board,
Chief Executive Officer

By: /s/ Thomas Dannenfeldt
Name: Thomas Dannenfeldt
Title: Member of the Management Board

T-Mobile Global Zwischenholding GmbH

By: /s/ Helmut Becker
Name: Helmut Becker
Title: Managing Director

By: /s/ Roman Zitz
Name: Roman Zitz
Title: Managing Director

T-Mobile Global Holding GmbH

By: /s/ Franco Musone Crispino
Name: Franco Musone Crispino
Title: Managing Director

By: /s/ Dr. Uli Kuehbacher
Name: Dr. Uli Kuehbacher
Title: Managing Director

Deutsche Telekom Holding B.V.

By: /s/ Dr. Raphael Kübler
Name: Dr. Raphael Kübler
Title: Managing Director

By: /s/ Roman Zitz
Name: Roman Zitz
Title: Managing Director

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SCHEDULE A-1

Schedule A-1 is amended and restated as follows:

Directors and Executive Officers of T-Mobile Global Holding GmbH

The following table sets forth the names, business addresses and present principal occupation of each director and executive officer of T-Mobile Global Holding GmbH. Unless otherwise noted, each of the persons listed below is principally employed by T-Mobile Global Holding GmbH and is a citizen of the Federal Republic of Germany.

Board of Management

<u>Name</u>	<u>Business Address</u>	<u>Present Principal Occupation</u>
Franco Musone Crispino	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	VP Financial Controlling GHS, Deutsche Telekom AG
Michaela Klitsch	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	CFO Innovations, Deutsche Telekom AG
Dr. Uli Kuehbacher	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Vice President, DT Legal, Deutsche Telekom AG
Dr. Frank Schmidt	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	VP Public Affairs Municipalities at GPRA, Deutsche Telekom AG

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SCHEDULE A-2

Schedule A-2 is amended and restated as follows:

Directors and Executive Officers of T-Mobile Global Zwischenholding GmbH

The following table sets forth the names, business addresses and present principal occupation of each director and executive officer of T-Mobile Global Zwischenholding GmbH. Unless otherwise noted, each of the persons listed below is principally employed by T-Mobile Global Zwischenholding GmbH and is a citizen of the Federal Republic of Germany.

Board of Management

<u>Name</u>	<u>Business Address</u>	<u>Present Principal Occupation</u>
Helmut Becker	Innere Kanalstr. 98, Köln, Germany 50672	Senior Vice President General Accounting, Deutsche Telekom Services GmbH
Dr. Christian Dorenkamp	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Senior Vice President Group Tax, Deutsche Telekom AG
Roman Zitz	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Head of Legal Services International Subsidiaries, Deutsche Telekom AG

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SCHEDULE A-3

Directors and Executive Officers of Deutsche Telekom AG

Schedule A-3 is amended and restated as follows:

The following tables I and II set forth the names, business addresses and present principal occupation of each director and executive officer of Deutsche Telekom AG. Unless otherwise noted, each of the persons listed below is principally employed by Deutsche Telekom AG and is a citizen of the Federal Republic of Germany.

I. Board of Management

<u>Name</u>	<u>Business Address</u>	<u>Present Principal Occupation</u>
Timotheus Höttinges	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Chairman of the Board

Adel Al-Saleh *†	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Board Member for T-Systems
Thomas Dannenfeldt	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Board Member for Finance (CFO)
Srini Gopalan †	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Board Member for Europe
Christian P. Illek	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Board Member for Human Resources and Labor
Thomas Kremer	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Board Member for Data Privacy, Legal Affairs and Compliance
Claudia Nemat	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Board Member for Technology and Innovation
Dirk Wössner	Landgrabenweg 151, Bonn, Germany 53227	Board Member for Germany

* = citizen of the United States

† = citizen of the United Kingdom

II. *Supervisory Board*

Name	Business Address	Present Principal Occupation
Sari Baldauf *	Edelfeltintie 10 A 2, Helsinki, Finland 00150	Non-executive director of several companies and organizations, Senior Advisor at DevCo Partners
Josef Bednarski	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Chairman of the Group Works Council Deutsche Telekom AG, Bonn
Monika Brandl	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Chairwoman of the Central Works Council of Deutsche Telekom AG, Bonn
Odysseus D. Chatzidis **	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Chairman of the European Works Council of Deutsche Telekom AG, Bonn
Johannes Geismann	Wilhelmstrasse 97, Berlin, Germany 10117	State Secretary, Federal Ministry of Finance, Berlin
Klaus-Dieter Hanas	Sachsenseite 2, Leipzig, Germany 04103	Deputy Chairman of the Works Council Deutsche Telekom Service GmbH, Bonn, Central-Eastern District
Günter Bräunig	Palmengartenstrasse 5-9, Frankfurt am Main, Germany 60325	CEO KfW
Lars Hinrichs	Gaensemarkt 43, Hamburg, Germany 20354	CEO Cinco Capital GmbH, Hamburg
Helga Jung	Königinstrasse 28, Munich, Germany 80802	Member of the Board of Management of Allianz SE, Munich
Prof. Dr. Michael Kaschke	Carl-Zeiss-Strasse 22, Oberkochen, Germany 73447	CEO & President Carl Zeiss AG, Oberkochen
Nicole Koch	Landgrabenweg 147, Bonn, Germany 53227	Deputy Chairwoman of the Group Works Council Deutsche Telekom AG, Bonn, and Chairwoman of the Works Council Deutsche Telekom Privatkunden-Vertrieb GmbH, Bonn

Dagmar Kollman †	Grinzinger Allee 50, Vienna, Austria 1190	Entrepreneur and member of several supervisory and advisory boards
Petra Steffi Kreusel	Hahnstrasse 43d, Frankfurt am Main, Germany 60528	SVP, Partner Management and Corporate Development TC T-Systems International GmbH, Frankfurt
Ulrich Lehner	Bergische Landstrasse 283, Düsseldorf, Germany 40629	Member of the Shareholders' Committee of Henkel AG & Co. KGaA, Düsseldorf
Lothar Schröder	Paula-Thiede-Ufer 10, Berlin, Germany 10179	Member of the ver.di National Executive Board, Berlin; Deputy Chairman of the Supervisory Board Deutsche Telekom AG

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Name	Business Address	Present Principal Occupation
Michael Sommer	Rottensteiner Weg 38, Berlin, Germany 14089	Pensioner
Sibylle Spoo	Paula-Thiede-Ufer 10, Berlin, Germany 10179	Lawyer, Trade Union Secretary at the ver.di Federal Administration, Berlin
Karl-Heinz Streibich	Uhlandstrasse 12, Darmstadt-Eberstadt, Germany 64297	CEO Software AG, Darmstadt
Margret Suckale	Berliner Str. 6, Heidelberg, Germany 69120	Member of Supervisory Board of Heidelberg Cement AG
Karin Topel	Dresdner Strasse, Radebeul, Germany 01445	Chairwoman of the Works Council at Deutsche Telekom Technik GmbH, Bonn, Technical Branch Office, Eastern District

* = citizen of Finland

** = citizen of Greece

† = citizen of Austria

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SCHEDULE A-4

Directors and Executive Officers of Deutsche Telekom Holding B.V.

Schedule A-4 is amended and restated as follows:

The following table sets forth the names, business addresses and present principal occupation of each director and executive officer of Deutsche Telekom Holding B.V. Unless otherwise noted, each of the persons listed below is a citizen of the Federal Republic of Germany.

Name	Business Address	Present Principal Occupation
Dr. Raphael Kübler	Stationsplein 8K, 6221 BT Maastricht, the Netherlands	Managing Director
Frans Rose *	Stationsplein 8K, 6221 BT Maastricht, the Netherlands	Managing Director
Ton Zijlstra *	Stationsplein 8K, 6221 BT Maastricht, the Netherlands	Managing Director
Roman Zitz	Stationsplein 8K, 6221 BT Maastricht, the Netherlands	Managing Director

* = citizen of the Netherlands

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Section 2: EX-26 (EX-26)

Exhibit 26

SUPPORT AGREEMENT

This SUPPORT AGREEMENT, dated as of April 29, 2018 (this “Agreement”), is made by and among Deutsche Telekom AG, an *Aktiengesellschaft* organized and existing under the Laws of the Federal Republic of Germany (“DT”), Deutsche Telekom Holding B.V., a *besloten vennootschap met beperkte aansprakelijkheid* organized and existing under the laws of the Netherlands and an indirect wholly owned subsidiary of DT (the “DT Stockholder”), Sprint Corporation, a Delaware corporation (“Sprint”), and SoftBank Group Corp., a Japanese *kabushiki kaisha* (“SoftBank”).

WITNESETH

WHEREAS, on April 29, 2018, T-Mobile U.S., Inc. (“T-Mobile”), Huron Merger Sub LLC, a Delaware limited liability company (“Merger Company”), Superior Merger Sub Corporation, a Delaware corporation (“Merger Sub”), Sprint, and, for the limited purposes set forth therein, DT, DT Holding and SoftBank, entered into a Business Combination Agreement (the “Business Combination Agreement”), pursuant to which, among other things, the parties agreed to effect a business combination through the SoftBank US Mergers (as defined in the Business Combination Agreement) and the merger of Merger Sub with and into Sprint, with Sprint continuing as the surviving corporation and as a wholly owned Subsidiary of T-Mobile (the “Merger”), upon the terms and subject to the conditions set forth therein;

WHEREAS, as of the date hereof, the DT Stockholder is the Beneficial Owner of, and has the right to vote and consent with respect to, that number of shares of common stock, par value \$0.00001 per share, of T-Mobile (the “T-Mobile Common Stock”) set forth in Section 4.4 of this Agreement (such shares of T-Mobile Common Stock, together with all other shares of T-Mobile Common Stock with respect to which the DT Stockholder or DT or any other Controlled Affiliate of DT acquires Beneficial Ownership after the date hereof and prior to the Expiration Time and together with all other securities issued to DT or the DT Stockholder in respect of such T-Mobile Common Stock or into which shares of such T-Mobile Common Stock may be converted or exchanged in connection with stock dividends or distributions, combinations or any similar recapitalizations on or after the date hereof, collectively, the “Shares”); and

WHEREAS, Sprint and SoftBank desire that DT and the DT Stockholder agree, and DT and the DT Stockholder are willing to agree, on the terms and subject to the conditions set forth herein, not to Transfer (as defined below) any of the Shares, and to vote or consent all of the Shares in a manner so as to facilitate the consummation of the SoftBank US Mergers, the Merger and the other transactions contemplated by the Business Combination Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions and Related Matters.

1.1 Definitions. This Agreement is the “DT Support Agreement” as defined in the Business Combination Agreement. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Business Combination

Agreement. As used in this Agreement, the following terms shall have the meanings indicated below:

“Affiliate” shall mean, with respect to any Person, a Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Person; provided that, for purposes of this Agreement, none of T-Mobile, Sprint, SoftBank or their respective Subsidiaries shall be deemed to be an Affiliate of DT or the DT Stockholder.

“Agreement” shall have the meaning set forth in the Preamble.

“Beneficially Own” shall mean, with respect to any securities, (a) having “beneficial ownership” of such securities for purposes of Rule 13d-3 or 13d-5 under the Exchange Act (or any successor statute or regulation), (b) having the right to become the Beneficial Owner of such securities (whether such right is exercisable immediately or only after the passage of time or the occurrence of conditions) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, rights, warrants or options, or otherwise, or (c) having an exercise or conversion privilege or a settlement payment or mechanism with respect to any option, warrant, convertible security, stock appreciation right, swap agreement or other security, contract right or derivative position, whether or not currently exercisable, at a price related to the value of the securities for which Beneficial Ownership is being determined or a value determined in whole or part with reference to, or derived in whole or in part from, the value of the securities for which Beneficial Ownership is being determined that increases in value as the value of the securities for which Beneficial Ownership is being determined increases or that provides to the holder an opportunity, directly or indirectly, to profit or share in any profit derived from any increase in the value of the securities for which Beneficial Ownership is being determined

(excluding any interests, rights, options or other securities set forth in Rule 16a-1(c)(1)-(5) or (7) promulgated pursuant to the Exchange Act).

“Business Combination Agreement” shall have the meaning set forth in the Recitals.

“Control” shall mean the possession, direct or indirect, of the power to direct, or cause the direction of, the management and policies of a Person, whether through the ownership of voting securities, voting equity, limited liability company interests, general partner interests, or other voting interests, by contract or otherwise.

“DT” shall have the meaning set forth in the Preamble.

“DT Stockholder” shall have the meaning set forth in the Preamble.

“Expiration Time” shall mean the earliest to occur of (a) the Effective Time and (b) the termination of the Business Combination Agreement in accordance with its terms.

“Form S-4” shall have the meaning set forth in Section 2.

“Merger” shall have the meaning set forth in the Recitals.

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“Merger Sub” shall have the meaning set forth in the Recitals.

“Organizational Documents” shall mean, with respect to any Person, such Person’s articles or certificate of association, incorporation, formation or organization, bylaws, limited liability company agreement, partnership agreement or other constituent document or documents, each in its currently effective form as amended from time to time.

“Person” shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, governmental entity or other entity of any kind or nature.

“Shares” shall have the meaning set forth in the Recitals.

“Subsidiary” shall mean, with respect to any Person, any entity, whether incorporated or unincorporated, of which (i) voting power to elect a majority of the board of directors, management committee or others performing similar functions with respect to such other Person is held by the first mentioned Person and/or by any one or more of its Subsidiaries, (ii) a general partnership interest is held by such first mentioned Person and/or by any one or more of its Subsidiaries (excluding partnerships where such first mentioned Person (A) does not Beneficially Own a majority of the general partnership interests or voting interests and (B) does not otherwise Control such entity, directly or indirectly, by contract, arrangement or otherwise), or (iii) at least 50% of the equity interests of such other Person is, directly or indirectly, owned or Controlled by such first mentioned Person and/or by any one or more of its Subsidiaries.

“SoftBank” shall have the meaning set forth in the Preamble.

“Sprint” shall have the meaning set forth in the Preamble.

“T-Mobile” shall have the meaning set forth in the Recitals.

“T-Mobile Common Stock” shall have the meaning set forth in the Recitals.

“Transfer” shall mean, with respect to any Share, any direct or indirect sale, transfer, assignment, pledge, hypothecation, mortgage, license, gift, creation of a security interest in or lien on, placement in trust (voting or otherwise), encumbrance or other disposition of such Share to any Person, including those by way of any spin-off (such as through a dividend), hedging or derivative transactions, sale, transfer or assignment of a majority of the equity interest in, or sale, transfer or assignment of Control of, any Person holding such Share, or otherwise; provided, however, that (i) the Transfer of equity interests in the DT Stockholder to another Person Controlled by DT shall not be deemed to be a Transfer, and (ii) any direct or indirect sale, transfer, assignment, pledge, hypothecation, mortgage, license, gift, creation of a security interest in or lien on, placement in trust (voting or otherwise), encumbrance or other disposition of any security issued by DT, including by tender or exchange offer, merger, amalgamation, plan of arrangement or consolidation or any similar transaction, shall not be deemed to be a Transfer of any Shares by DT or the DT Stockholder.

1.2 Other Definitional Provisions. Unless the express context otherwise requires: (i) the words “hereof”, “herein”, and “hereunder” and words of similar import, when

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used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (ii) the words “date hereof”, when used in this Agreement, shall refer to the date set forth in the Preamble; (iii) the terms defined in the singular have a comparable meaning when used in the plural, and vice versa; (iv) the terms defined in the present tense have a comparable meaning when used in the past tense, and vice versa; (v) any references herein to a specific Section, Schedule, Annex or Exhibit shall refer, respectively, to Sections, Schedules,

Annexes or Exhibits of this Agreement; (vi) wherever the word “include”, “includes”, or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation”; (vii) references herein to any gender includes each other gender; and (viii) the word “or” shall not be exclusive.

2. Agreement to Consent and Approve. The DT Stockholder agrees that, from the date hereof until the Expiration Time, promptly (and in any event within two business days) following receipt by it of a registration statement on Form S-4 in connection with the issuance of the shares of T-Mobile Common Stock in the Merger Transactions, in which a joint consent solicitation statement with respect to the solicitation of consents from the stockholders of Sprint and T-Mobile in connection with the Sprint Stockholder Approval and the T-Mobile Stockholder Approval, respectively, is included as a prospectus (the “Form S-4”), which Form S-4 has been declared effective under the Securities Act by the SEC, the DT Stockholder shall execute and deliver a written consent approving the adoption of the Business Combination Agreement, substantially in the form attached hereto as Exhibit A, with respect to all of its Shares entitled to consent thereto. Any such written consent shall be given in accordance with such procedures relating thereto so as to ensure that it is duly counted for purposes of recording the results of such consent. The DT Stockholder shall not enter into any tender, voting or other agreement or arrangement with any Person prior to the Expiration Time, directly or indirectly, to vote, grant a proxy or power of attorney or give instructions with respect to the voting of the Shares in any manner that is inconsistent with this Agreement or otherwise take any other action with respect to the Shares that would in any way restrict, limit or interfere with the performance by the DT Stockholder of its obligations hereunder or the transactions contemplated hereby, including the approval of each of the T-Mobile Share Issuance and the T-Mobile Charter Amendment. The DT Stockholder agrees that, from the date hereof until the Expiration Time, it shall vote or cause to be voted (including by written consent) all of its Shares against (a) any T-Mobile Alternative Transaction and (b) any other action, agreement or transaction involving T-Mobile that is intended, or would reasonably be expected, to impede, interfere with, delay, postpone, adversely affect or prevent the consummation of the Merger or the other transactions contemplated by the Business Combination Agreement. Any attempt by the DT Stockholder to vote, or express consent or dissent with respect to (or otherwise to utilize the voting power of), its Shares in contravention of this Section 2 shall be null and void *ab initio*.

3. Agreement Not to Transfer or Encumber. The DT Stockholder hereby agrees that, from the date hereof until the Expiration Time, it shall not (a) Transfer any Shares or (b) deposit any Shares into a voting trust or enter into a voting agreement or arrangement with respect to any Shares or grant a proxy or power of attorney with respect thereto (other than pursuant to this Agreement); provided that the DT Stockholder may Transfer any Shares to any Controlled Affiliate of DT subject to compliance with Section 9.11. Any Transfer or attempted Transfer of any Shares in violation of this Section 3 shall be null and void *ab initio*.

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4. Representations, Warranties and Covenants of DT and the DT Stockholder. DT and the DT Stockholder hereby represent and warrant to Sprint and SoftBank as follows:

4.1 DT is an *Aktiengesellschaft* organized and existing under the Laws of the Federal Republic of Germany. The Deer Stockholder is a *besloten vennootschap met beperkte aansprakelijkheid* organized and existing under the laws of the Netherlands

4.2 Each of DT and the DT Stockholder has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by each of DT and the DT Stockholder of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action of DT and the DT Stockholder, as applicable. This Agreement has been duly executed and delivered by each of DT and the DT Stockholder and, assuming the due authorization, execution and delivery of this Agreement by Sprint and SoftBank, constitutes the legal, valid and binding obligation of DT and the DT Stockholder, as applicable, enforceable against it in accordance with its terms, except as limited by the Enforceability Exceptions.

4.3 The execution and delivery of this Agreement by each of DT and the DT Stockholder and the performance of its obligations hereunder will not constitute or result in (a) a breach or violation of, or a default under, the Organizational Documents of DT or the DT Stockholder, (b) a breach or violation of, a termination (or right of termination) or default under, the creation or acceleration of any obligations under, or the creation of a Lien on any of the assets of DT or the DT Stockholder (with or without notice, lapse of time or both) pursuant to, any agreement, lease, license, contract, note, mortgage, indenture, arrangement or other obligation binding upon DT or the DT Stockholder, or (c) a conflict with, breach or violation of any Law applicable to DT or the DT Stockholder or by which its properties are bound or affected, except, in the case of clause (b) or (c), for any breach, violation, termination, default, creation or acceleration that would not, individually or in the aggregate, reasonably be expected to impair the ability of DT or the DT Stockholder to perform its obligations under this Agreement on a timely basis.

4.4 As of the date hereof, (a) the DT Stockholder (i) Beneficially Owns 538,590,941 shares of T-Mobile Common Stock free and clear of any and all Liens, other than those created by this Agreement, and (ii) has sole voting power over and right to consent with respect to all of such shares of T-Mobile Common Stock and (b) DT and its Controlled Affiliates do not Beneficially Own any shares of capital stock or other voting or equity securities or interests of T-Mobile, or any rights to purchase or acquire any such shares or other securities or interests, except for such shares of T-Mobile Common Stock.

4.5 Except as contemplated by this Agreement, neither DT nor the DT Stockholder has entered into any tender, voting or other agreement or arrangement with respect to any Shares or entered into any other contract relating to the voting of any Shares. Any and all proxies in respect of the Shares are revocable, and such proxies either have been revoked prior to the date hereof or are hereby revoked.

4.6 As of the date hereof, there is no Action pending or, to the knowledge of DT, threatened against or affecting DT or the DT Stockholder that, individually or in the

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aggregate, would reasonably be expected to impair the ability of DT or the DT Stockholder to perform their obligations under this Agreement or to consummate the transactions contemplated by this Agreement on a timely basis.

4.7 Each of DT and the DT Stockholder hereby (i) authorizes T-Mobile and Sprint to publish and disclose in any announcement or disclosure in connection with the transactions contemplated by the Business Combination Agreement, including the Consent Solicitation Statement and the Form S-4 and any other applicable filings under the Exchange Act or the Securities Act, their identity and ownership of the Shares and the nature of their obligations under this Agreement, and (ii) agrees that it shall promptly (A) furnish to T-Mobile and Sprint any information that T-Mobile or Sprint may reasonably request for the preparation of any such announcement or disclosure and (B) notify T-Mobile and Sprint of any required corrections with respect to any written information supplied by it specifically for use in any such announcement or disclosure, if and to the extent that any such information contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The parties hereto agree that T-Mobile is a third party beneficiary, and entitled to enforce the terms, of this Section 4.7.

5. Termination. Other than this Section 5 and Section 9, which shall survive any termination of this Agreement, this Agreement shall terminate and shall have no further force or effect immediately as of and following the Expiration Time. Notwithstanding the foregoing, nothing herein shall relieve any party hereto from liability for any breach of this Agreement that occurred prior to such termination.

6. Duties. DT and the DT Stockholder are entering into this Agreement solely in their capacities as Beneficial Owners of the Shares and nothing in this Agreement shall apply to any Person serving in his or her capacity as a director or officer of T-Mobile.

7. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Sprint or SoftBank any direct or indirect ownership or incidence of ownership of or with respect to the Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to DT and the DT Stockholder, as applicable, and neither Sprint nor SoftBank shall have the authority to direct DT or the DT Stockholder in the voting or disposition of any Shares, except as otherwise expressly provided herein.

8. No Obligation to Exercise. No provision of this Agreement shall require DT or the DT Stockholder to exercise any option, warrant, convertible security or other security or contract right convertible into shares of T-Mobile Common Stock; provided, for the avoidance of doubt, that upon any such exercise, the shares of T-Mobile Common Stock acquired by DT or the DT Stockholder pursuant thereto shall be Shares for all purposes hereunder.

9. Miscellaneous.

9.1 Injunctive Relief. The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that monetary

damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the performance of terms and provisions of this Agreement in any court referred to in Section 9.5, without proof of actual damages (and each party hereby waives any requirement for the securing or posting of any bond in connection with any such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law or inequitable for any reason, or to assert that a remedy of monetary damages would provide an adequate remedy for any such breach.

9.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and permitted assigns. No party may directly or indirectly assign any of its rights or delegate any of its obligations under this Agreement, without the prior written consent of the other party; provided that, without the written consent of the other parties, DT may assign any of its rights or obligations hereunder, in whole or in part, to any Person that will be a successor to or that will acquire Control of DT, whether by merger, consolidation or sale of all or substantially all of its assets. Any purported direct or indirect assignment in violation of this Section 9.2 shall be null and void *ab initio*.

9.3 Amendments and Waivers. No amendment, modification or discharge of this Agreement, and no waiver hereunder, and no extension of time for the performance of any of the obligations hereunder, shall be valid or binding unless set forth in writing and duly executed by the parties. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of any party granting any waiver in any other respect or at any other time. The waiver by any party of a breach of, or a default under, any of the provisions hereof, or to exercise any right or privilege hereunder, shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. Except as expressly provided in this Agreement, the rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity.

9.4 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally or delivered by electronic mail (which is confirmed) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(i) if to SoftBank, to:

SoftBank Group Corp.

Tokyo Shiodome Bldg.
1-9-1 Higashi-shimbashi
Minato-ku, Tokyo 105-7303, Japan
Attention: Corporate Officer, Head of Legal Unit
Email: sbgrp-legalnotice@g.softbank.co.jp

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with a copy (which shall not constitute notice) to:

Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94015
Attention: Robert S. Townsend
Brandon C. Parris
Email: RTownsend@mofo.com
BParris@mofo.com

(ii) if to DT or the DT Stockholder, to:

Deutsche Telekom AG
Friedrich-Ebert-Allee 140
53113 Bonn, Germany
Attention: General Counsel
Email: axel.luetzner@telekom.de

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Adam O. Emmerich
David K. Lam
Email: AOEmmerich@wlrk.com
DKLam@wlrk.com

(iii) if to Sprint, to:

Sprint Corporation
6200 Sprint Parkway
Overland Park, KS 66251
Attention: Chief Legal Officer
Email: office.chief.legal.officer@sprint.com

with a copy (which shall not constitute notice) to:

Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94015
Attention: Robert S. Townsend
Brandon C. Parris
Email: RTownsend@mofo.com
BParris@mofo.com

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9.5 Governing Law; Jurisdiction; Forum; Waiver of Trial by Jury. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER ANY APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN

INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 9.5. In any action between the parties arising out of or relating to this Agreement, each of the parties (a) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware in and for New Castle County, Delaware, (b) agrees that it will not attempt to deny or defeat such jurisdiction by motion or other request for leave from such court, and (c) agrees that it will not bring any such action in any court other than the Court of Chancery for the State of Delaware in and for New Castle County, Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the federal court of the United States of America sitting in the State of Delaware, and appellate courts thereof, or, if (and only if) each of such Court of Chancery for the State of Delaware and such federal court finds it lacks subject matter jurisdiction, any state court within the State of Delaware. Service of process, summons, notice or document to any party's address and in the manner set forth in Section 9.4 shall be effective service of process for any such action. Each party hereto irrevocably designates C.T. Corporation as its agent and attorney-in-fact for the acceptance of service of process and making an appearance on its behalf in any such claim or proceeding and for the taking of all such acts as may be necessary or appropriate in order to confer jurisdiction over it before the aforementioned courts and each party hereto stipulates that such consent and appointment is irrevocable and coupled with an interest.

9.6 Interpretation. The headings herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

9.7 Entire Agreement; No Other Representations. This Agreement, the DT Support Agreement and the Business Combination Agreement constitute the entire agreement,

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and supersede all other prior and contemporaneous agreements, understandings, undertakings, arrangements, representations and warranties, both written and oral, among the parties with respect to the subject matter hereof.

9.8 No Third-Party Beneficiaries. Except as provided in Section 4.7, this Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

9.9 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

9.10 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties.

9.11 Affiliated Entities. To the extent that any Controlled Affiliate of DT is a DT Stockholder, DT shall cause such Controlled Affiliate to comply with all obligations under this Agreement applicable to the DT Stockholder, and in furtherance of the foregoing, if any Controlled Affiliate of DT becomes a Beneficial Owner of Shares on or after the date hereof, (i) DT shall give each of Sprint and SoftBank written notice thereof in advance of such Controlled Affiliate becoming a Beneficial Owner and (ii) such Controlled Affiliate shall, and DT shall cause such Controlled Affiliate to, promptly (and in advance of such Controlled Affiliate becoming a Beneficial Owner, if reasonably practicable) execute a joinder to this Agreement substantially in the form of Annex I, and to execute any and all documents or instruments and take such other actions required, or otherwise reasonably requested by Sprint or SoftBank, to ensure that such Controlled Affiliate is subject to the obligations under this Agreement applicable to the DT Stockholder and that such Shares are subject to this Agreement (provided, that any failure to execute such documents or instruments or take such other actions shall not affect such obligations hereunder).

[Signature page follows]

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

DEUTSCHE TELEKOM AG

By: /s/ Dr. Raphael Kübler
Name: Dr. Raphael Kübler
Title: Managing Director

DEUTSCHE TELEKOM HOLDING B.V.

By: /s/ Roman Zitz
Name: Roman Zitz
Title: Managing Director

SOFTBANK GROUP CORP.

By: /s/ Yoshimitsu Goto
Name: Yoshimitsu Goto
Title: Senior Executive Corporate
Officer, CFO

SPRINT CORPORATION

By: /s/ Marcelo Claire
Name: Marcelo Claire
Title: Chief Executive Officer

Exhibit A

**FORM OF WRITTEN CONSENT OF STOCKHOLDER
IN LIEU OF A MEETING**

[•], 201[•]

The undersigned, being the stockholder of T-Mobile US, Inc., a Delaware corporation (the “Company”), holding a majority of the outstanding shares of common stock, par value \$0.00001 per share, of the Company (the “Stockholder”), acting by written consent in lieu of a special meeting, pursuant to the provisions of Section 228 of the General Corporation Law of the State of Delaware (“DGCL”) and Article VII(B) of the fourth amended and restated certificate of incorporation of the Company (the “Original Charter”), hereby consents in writing to the adoption without a meeting of the following resolutions and to the taking of each of the actions contemplated thereby as of the date first written above:

WHEREAS, the Board of Directors of the Company (the “Board”) and a committee of the Board consisting solely of independent directors of the Company have determined that it is advisable and fair to, and in the best interests of, the Company and all of its stockholders for the Company to enter into, and have authorized the execution and delivery of, a Business Combination Agreement (the “Business Combination Agreement”), dated April 29, 2018, by and among the Company, Huron Merger Sub LLC, a Delaware limited liability company and a wholly owned subsidiary of the Company (“Merger Company”), Superior Merger Sub Corporation, a Delaware corporation and a wholly owned subsidiary of Merger Company (“Merger Sub”), Sprint Corporation, a Delaware corporation (“Sprint”), Starburst I, Inc., a Delaware corporation (“Starburst”), Galaxy Investment Holdings, Inc. (“Galaxy”), a Delaware corporation, and for the limited purposes of the covenants and representations and warranties set forth therein that are expressly obligations of such persons, Deutsche Telekom AG, an *Aktiengesellschaft* organized and existing under the laws of the Federal Republic of Germany (“DT”), Deutsche Telekom Holding B.V., a *besloten vennootschap met beperkte aansprakelijkheid* organized and existing under the laws of the Netherlands and SoftBank Group Corp., a Japanese *kabushiki kaisha* (“SoftBank”);

WHEREAS, the Business Combination Agreement provides for, among other things, the merger of Merger Sub with and into Sprint (the “Merger”), with Sprint continuing as the surviving corporation and a wholly owned subsidiary of Merger Company, with each share of common stock, par value \$0.01 per share, of Sprint (“Sprint Common Stock”) (other than certain treasury and other similar internally held shares) converting into the right to receive 0.10256 validly issued, fully paid and nonassessable shares of common stock, par value \$0.00001 per share, of the Company (“Company Common Stock”), (ii) the issuance of shares of Company Common Stock to the holders of shares of Sprint Common Stock as of immediately prior to the Effective Time (as defined in the Business Combination Agreement) in accordance with the terms of the Business Combination Agreement and, if the SoftBank US Mergers (as defined in the Business Combination Agreement) are consummated, shares of common stock, par value \$0.01 per share, of Starburst and shares of common stock, par value \$0.01 per share, of

Galaxy as of immediately prior to the SoftBank US Mergers Effective Time (as defined in the Business Combination Agreement) in accordance with the terms of the Business Combination Agreement (the “Company Share Issuance”) and (iii) the amendment and restatement of the Original Charter in its entirety in the form attached as Annex I hereto at the Effective Time (as defined in the Business Combination Agreement) (the “Company Charter Amendment”); and

WHEREAS, in accordance with the resolutions of the Board approving the Business Combination Agreement, the Company Share Issuance and the Company Charter Amendment, the Company has executed and delivered the Business Combination Agreement and submitted the Company Share Issuance and the Company Charter Amendment to the stockholders of the Company for their adoption and approval.

Approval of Business Combination Agreement

NOW, THEREFORE, BE IT RESOLVED, that the Company Share Issuance and the Company Charter Amendment be, and they hereby are, adopted, ratified, approved and authorized in all respects by the Stockholder, and that the Company be, and hereby is, authorized, directed and empowered to (i) perform its obligations under the Business Combination Agreement and (ii) enter into and perform its obligations under each other agreement, instrument or certificate required or permitted to be entered into by the Company under the terms of the Business Combination Agreement;

FURTHER RESOLVED, that any of the officers of the Company be, and each hereby is, authorized, directed and empowered, acting on behalf of the Company, to execute and deliver any certificates, documents, agreements and instruments that any officer or officers executing such documents may, in the exercise of such officer's or officers' discretion, deem appropriate, advisable and in the best interests of the Company pursuant to the foregoing resolution, together with such amendments and modifications thereof as shall be made therein with the approval of such officer or officers, the execution of which shall be conclusive evidence of such approval;

FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized and directed, on behalf and in the name of the Company, to cause to be prepared, executed and filed with the appropriate foreign, federal, state or local governmental authorities or instrumentalities such registrations, declarations or other filings as any such officer may deem necessary or desirable or as may be required by such governmental authorities or instrumentalities in connection with the transactions contemplated by the Business Combination Agreement;

FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized and directed, on behalf and in the name of the Company, to do or cause to be done any and all such further acts and things and to execute and deliver any and all such additional agreements, certificates, documents and instruments as any such officer may deem necessary or appropriate in connection with the transactions contemplated by the Business Combination Agreement;

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FURTHER RESOLVED, that the Board be, and hereby is, authorized and empowered to amend the Business Combination Agreement and take any other action with respect to the Business Combination Agreement permitted under Section 251(d) of the DGCL, as the Board may, in the exercise of its discretion, deem advisable, appropriate and in the best interests of the Company and its stockholders; and

FURTHER RESOLVED, that any and all acts heretofore done, and any and all documents, instruments and certificates heretofore executed and delivered, in the name and on behalf of the Company, in connection with the transactions contemplated by the Business Combination Agreement are hereby ratified and approved in all respects.

The undersigned hereby waives compliance with any and all notice requirements imposed by the DGCL or other applicable law. This consent may be executed in counterparts and all so executed shall constitute one consent, notwithstanding that all such signatories are not signatories to the original or the same counterparty.

When executed by the Stockholder, this Consent shall be delivered to the Company in accordance with Section 2 of the Support Agreement, dated as of April 29, 2018, by and among DT, the DT Stockholder, Sprint and SoftBank.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Stockholder has executed this written consent as of the date first written above.

DEUTSCHE TELEKOM HOLDING B.V.

By: _____
Name:
Title:

Annex I

Form of Joinder

The undersigned is executing and delivering this joinder agreement (this "Joinder") pursuant to that certain Support Agreement, dated as of April 29, 2018 (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the "DT Support Agreement") by and among Deutsche Telekom AG, an *Aktiengesellschaft* organized and existing under the Laws of the Federal Republic of Germany ("DT"), Deutsche Telekom Holding B.V., a *besloten vennootschap met beperkte aansprakelijkheid* organized and existing under the laws of the Netherlands and an indirect wholly owned subsidiary of DT (the "DT Stockholder"), Sprint Corporation, a Delaware corporation ("Sprint"), and SoftBank Group Corp., a Japanese *kabushiki kaisha* ("SoftBank"). Capitalized terms used but not defined in this Joinder shall have the respective meanings ascribed to such terms in the DT Support Agreement.

By executing and delivering this Joinder to the DT Support Agreement, the undersigned hereby adopts and approves the DT Support Agreement and agrees, effective commencing on the date hereof and as a condition to the undersigned becoming a Beneficial Owner of Shares, to become a party to, and to be bound by and comply with the provisions of, the DT Support Agreement applicable to the DT Stockholder in the same manner as if the undersigned were an original signatory to the DT Support Agreement.

The undersigned hereby represents and warrants that it is a Controlled Affiliate of DT.

Section 9 of the DT Support Agreement is hereby incorporated herein by reference, *mutatis mutandis*.

[Remainder of page intentionally left blank]

Accordingly, the undersigned has executed and delivered this Joinder as of the _____ day of _____, _____.

[TRANSFEREE]

By: _____

Name:

Title:

Notice Information

Address:

Telephone:

Email:

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