
Section 1: 425 (8-K)

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): **May 21, 2018 (May 20, 2018)**



T-MOBILE US, INC.

(Exact Name of Registrant as Specified in Charter)

DELAWARE
(State or other jurisdiction
of incorporation or organization)

1-33409
(Commission File Number)

20-0836269
(I.R.S. Employer
Identification No.)

**12920 SE 38th Street
Bellevue, Washington**
(Address of principal executive offices)

98006-1350
(Zip Code)

Registrant's telephone number, including area code: **(425) 378-4000**

(Former Name or Former Address, if Changed Since Last Report):

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions (see General Instructions A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR 230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR 240.12b-2).

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry Into a Material Definitive Agreement.

On May 20, 2018, T-Mobile USA, Inc. (the “T-Mobile USA”) entered into the Thirty-Seventh Supplemental Indenture (the “Supplemental Indenture”) by and among T-Mobile USA, the guarantors party thereto and Deutsche Bank Trust Company Americas (the “Trustee”), which amends and supplements the Indenture, dated April 28, 2013, by and among T-Mobile USA, the guarantors party thereto and Deutsche Bank Trust Company Americas (as amended and supplemented, the “Indenture”).

The Supplemental Indenture effects certain amendments (the “Indenture Amendments”) to the Indenture pertaining to T-Mobile USA’s (i) 6.000% Senior Notes due 2023 (CUSIP No. 87264AAM7) (the “2023 Notes”), (ii) 6.500% Senior Notes due 2024 (CUSIP No. 87264AAJ4) (the “6.500% 2024 Notes”), (iii) 6.000% Senior Notes due 2024 (CUSIP No. 87264AAQ8) (the “6.000% 2024 Notes”), (iv) 6.375% Senior Notes due 2025 (CUSIP No. 87264AAN5) (the “2025 Notes”), (v) 6.500% Notes due 2026 (CUSIP No. 87264AAP0) (the “2026 Notes” and, collectively with the 2023 Notes, the 6.500% 2024 Notes, the 6.000% 2024 Notes and the 2025 Notes, the “Pre-2017 Notes”), (vi) 4.000% Senior Notes due 2022 (CUSIP No. 87264AAR6) (the “2022 Notes”), (vii) 5.125% Senior Notes due 2025 (CUSIP No. 87264AAS4) (the “5.125% 2025 Notes”), (viii) 5.375% Senior Notes due 2027 (CUSIP No. 87264AAT2) (the “2027 Notes”), (ix) 4.500% Senior Notes due 2026 (CUSIP No. 87264AAU9) (the “4.500% 2026 Notes”) and (x) 4.750% Senior Notes due 2028 (CUSIP No. 87264AAV7) (the “2028 Notes”, and together with the 4.500% 2026 Notes, the “2018 Notes”, and the 2028 Notes together with the 2022 Notes, 5.125% 2025 Notes, 2027 Notes and the 4.500% 2026 Notes, the “Post-2017 Notes”, and the Post-2017 Notes together with the Pre-2017 Notes, the “Notes”, and each series of the Notes, a “Series”). Holders representing at least a majority in aggregate principal amount of each Series of the Notes consented to the Indenture Amendments.

The Indenture Amendments are being effected in connection with the previously announced agreement by T-Mobile US, Inc. (“T-Mobile”) to merge (the “Merger”) a wholly-owned subsidiary of T-Mobile with Sprint Corporation (“Sprint”), pursuant to that certain Business Combination Agreement (the “Business Combination Agreement”), dated as of April 29, 2018, among Sprint, T-Mobile, SoftBank Group Corp. (“SoftBank”), Deutsche Telekom AG and the additional parties thereto (the Merger, together with the other transactions contemplated by the Business Combination Agreement, the “T-Mobile/Sprint Transaction”).

The Indenture Amendments, among other things, amend the Indenture (i) pertaining to the Pre-2017 Notes to increase the amount of secured debt under the Credit Facilities ratio basket from the greater of (x) \$9.0 billion and (y) 150% of Consolidated Cash Flow (as defined in the Indenture, as applicable to the Pre-2017 Notes) to the greater of (x) \$9.0 billion and (y) an amount that would not cause the Secured Debt to Cash Flow Ratio (as defined in the Indenture, as applicable to the Post-2017 Notes) (calculated net of cash and cash equivalents) to exceed 2.00x and (ii) pertaining to all Notes to allow certain entities related to Sprint’s existing spectrum securitization notes program (the “Existing Sprint Spectrum Program”) to be non-guarantor Restricted Subsidiaries (as defined in the Indenture), provided that the aggregate principal amount of the spectrum notes issued and outstanding under the Existing Sprint Spectrum Program does not exceed \$7.0 billion and provided that the principal amount of such spectrum notes shall reduce the amount available under the Credit Facilities ratio basket. The Indenture Amendments will become effective immediately prior to the consummation of the T-Mobile Transaction.

The Supplemental Indenture is attached hereto as Exhibit 4.1. The foregoing description of the Supplemental Indenture is qualified in its entirety by reference to the full text of the Supplemental Indenture, which is incorporated herein by reference.

Item 8.01 Other Events.

On May 21, 2018, T-Mobile issued a press release announcing expiration of T-Mobile USA’s previously announced consent solicitation and receipt of the requisite consents to approve the Indenture Amendments. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	<u>Thirty-Seventh Supplemental Indenture, dated as of May 20, 2018, by and among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas.</u>
99.1	<u>Press Release, dated May 21, 2018, entitled “T-Mobile USA, Inc. Announces Successful Consent Solicitations”</u>

Important Additional Information

This announcement is not a solicitation of consents with respect to the Indenture Amendments. The solicitation of consents by T-Mobile USA was made only pursuant to the consent solicitation statement.

In connection with the proposed transaction, T-Mobile will file a registration statement on Form S-4, which will contain a joint consent solicitation

statement of T-Mobile and Sprint, that also constitutes a prospectus of T-Mobile (the “joint consent solicitation statement/prospectus”), and each party will file other documents regarding the proposed transaction with the U.S. Securities and Exchange Commission (the “SEC”). INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE JOINT CONSENT SOLICITATION STATEMENT/PROSPECTUS AND OTHER RELEVANT DOCUMENTS FILED WITH THE SEC WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. When final, a definitive copy of the joint consent solicitation statement/prospectus will be sent to T-Mobile and Sprint stockholders. Investors and security holders will be able to obtain the registration statement and the joint consent solicitation statement/prospectus free of charge from the SEC’s website or from T-Mobile or Sprint. The documents filed by T-Mobile with the SEC may be obtained free of charge at T-Mobile’s website, at www.t-mobile.com, or at the SEC’s website, at www.sec.gov. These documents may also be obtained free of charge from T-Mobile by requesting them by mail at T-Mobile US, Inc., Investor Relations, 1 Park Avenue, 14th Floor, New York, NY 10016, or by telephone at 212-358-3210. The documents filed by Sprint with the SEC may be obtained free of charge at Sprint’s website, at www.sprint.com, or at the SEC’s website, at www.sec.gov. These documents may also be obtained free of charge from Sprint by requesting them by mail at Sprint Corporation, Shareholder Relations, 6200 Sprint Parkway, Mailstop KSOPHF0302-3B679, Overland Park, Kansas 66251, or by telephone at 913-794-1091.

Participants in the Solicitation

T-Mobile and Sprint and their respective directors and executive officers and other members of management and employees may be deemed to be participants in the solicitation of consents in respect of the proposed transaction. Information about T-Mobile’s directors and executive officers is available in T-Mobile’s proxy statement dated April 26, 2018, for its 2018 Annual Meeting of Stockholders. Information about Sprint’s directors and executive officers is available in Sprint’s proxy statement dated June 19, 2017, for its 2017 Annual Meeting of Stockholders, and in Sprint’s subsequent reports on Form 8-K filed with the SEC on January 4, 2018 and January 17, 2018. Other information regarding the participants in the consent solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the joint consent solicitation statement/prospectus and other relevant materials to be filed with the SEC regarding the acquisition when they become available. Investors should read the joint consent solicitation statement/prospectus carefully when it becomes available before making any voting or investment decisions. You may obtain free copies of these documents from T-Mobile or Sprint as indicated above.

No Offer or Solicitation

This communication shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the U.S. Securities Act of 1933, as amended.

Cautionary Statement Regarding Forward-Looking Statements

This communication contains certain forward-looking statements concerning T-Mobile, Sprint and the T-Mobile/Sprint Transaction. All statements other than statements of fact, including information concerning future results, are forward-looking statements. These forward-looking statements are generally identified by the words “anticipate,” “believe,” “estimate,” “expect,” “intend,” “may,” “could” or similar expressions. Such forward-looking statements include, but are not limited to, statements about the benefits of the T-Mobile/Sprint Transaction, including anticipated future financial and operating results, synergies, accretion and growth rates, T-Mobile’s, Sprint’s and the combined company’s plans, objectives, expectations and intentions, and the expected timing of completion of the T-Mobile/Sprint Transaction. There are several factors which could cause actual plans and results to differ materially from those expressed or implied in forward-looking statements. Such factors include, but are not limited to, the failure to obtain, or delays in obtaining, required regulatory approvals, and the risk that such approvals may result in the imposition of conditions that could adversely affect the combined company or the expected benefits of the T-Mobile/Sprint Transaction, or the failure to satisfy any of the other conditions to the T-Mobile/Sprint Transaction on a timely basis or at all; the occurrence of events that may give rise to a right of one or both of the parties to terminate the Business Combination Agreement; adverse effects on the market price of T-Mobile’s or Sprint’s common stock and on T-Mobile’s or

Sprint’s operating results because of a failure to complete the T-Mobile/Sprint Transaction in the anticipated timeframe or at all; inability to obtain the financing contemplated to be obtained in connection with the T-Mobile/Sprint Transaction on the expected terms or timing or at all; the ability of T-Mobile, Sprint and the combined company to make payments on debt or to repay existing or future indebtedness when due or to comply with the covenants contained therein; adverse changes in the ratings of T-Mobile’s or Sprint’s debt securities or adverse conditions in the credit markets; negative effects of the announcement, pendency or consummation of the T-Mobile/Sprint Transaction on the market price of T-Mobile’s or Sprint’s common stock and on T-Mobile’s or Sprint’s operating results, including as a result of changes in key customer, supplier, employee or other business relationships; significant transaction costs, including financing costs, and unknown liabilities; failure to realize the expected benefits and synergies of the T-Mobile/Sprint Transaction in the expected timeframes or at all; costs or difficulties related to the integration of Sprint’s network and operations into T-Mobile; the risk of litigation or regulatory actions; the inability of T-Mobile, Sprint or the combined company to retain and hire key personnel; the risk that certain contractual restrictions contained in the Business Combination Agreement during the pendency of the T-Mobile/Sprint Transaction could adversely affect T-Mobile’s or Sprint’s ability to pursue business opportunities or strategic transactions; effects of changes in the regulatory environment in which T-Mobile and Sprint operate; changes in global, political, economic, business, competitive and market conditions; changes in tax and other laws and regulations; and other risks and uncertainties detailed in T-Mobile’s Annual Report on Form 10-K for the fiscal year ended December 31, 2017 and in its subsequent reports on Form 10-Q, including in the sections thereof captioned “Risk Factors” and “Cautionary Statement Regarding Forward-Looking Statements,” as well as in its subsequent reports on Form 8-K, all of which are filed with the SEC and available at www.sec.gov and www.t-mobile.com, and in Sprint’s Annual Report on Form 10-K for the fiscal year ended March 31, 2017 and in its subsequent reports on Form 10-Q, including in the sections thereof captioned “Risk Factors” and “MD&A — Forward-Looking Statements,” as well as in its subsequent reports on Form 8-K, all of which are filed with the SEC and

available at www.sec.gov and www.t-mobile.com. Forward-looking statements are based on current expectations and assumptions, which are subject to risks and uncertainties that may cause actual results to differ materially from those expressed in or implied by such forward-looking statements. Given these risks and uncertainties, persons reading this communication are cautioned not to place undue reliance on such forward-looking statements. T-Mobile assumes no obligation to update or revise the information contained in this communication (whether as a result of new information, future events or otherwise), except as required by applicable law.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: May 21, 2018

T-MOBILE US, INC.

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

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Section 2: EX-4.1 (EX-4.1)

EXHIBIT 4.1

THIRTY-SEVENTH SUPPLEMENTAL INDENTURE

THIRTY-SEVENTH SUPPLEMENTAL INDENTURE (this "Thirty-Seventh Supplemental Indenture"), dated as of May 20, 2018, among T-Mobile USA, Inc., a Delaware corporation (the "Company"), the Guarantors party hereto and Deutsche Bank Trust Company Americas, a New York banking corporation, as trustee (the "Trustee").

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered the Indenture, dated as of April 28, 2013 (the "Base Indenture"), among the Company, the guarantors party thereto and the Trustee, as modified and supplemented in respect of the 6.500% Senior Notes due 2024 (the "6.500% 2024 Notes") and the Guarantees by the Fifteenth Supplemental Indenture, dated as of November 21, 2013, among the Company, the guarantors party thereto and the Trustee (the "Fifteenth Supplemental Indenture"), as modified and supplemented in respect of the 6.000% Senior Notes due 2023 (the "2023 Notes") and the Guarantees by the Seventeenth Supplemental Indenture, dated as of September 5, 2014, by and among the Company, the guarantors party thereto and the Trustee (the "Seventeenth Supplemental Indenture"), as modified and supplemented in respect of the 6.375% Senior Notes due 2025 (the "2025 Notes") and the Guarantees by the Eighteenth Supplemental Indenture, dated as of September 5, 2014, by and among the Company, the guarantors party thereto and the Trustee (the "Eighteenth Supplemental Indenture"), as modified and supplemented in respect of the 6.500% Senior Notes due 2026 (the "2026 Notes") and the Guarantees by the Twentieth Supplemental Indenture, dated as of November 5, 2015, by and among the Company, the guarantors party thereto and the Trustee (the "Twentieth Supplemental Indenture"), as modified and supplemented in respect of the 6.000% Senior Notes due 2024 (the "6.000% 2024 Notes"), and, collectively with the 6.500% 2024 Notes, the 2023 Notes, the 2025 Notes, and the 2026 Notes, the "Pre-2017 Notes") and the Guarantees by the Twenty-First Supplemental Indenture, dated as of April 1, 2016, by and among the Company, the guarantors party thereto and the Trustee (the "Twenty First Supplemental Indenture"), and together with the Fifteenth Supplemental Indenture, Seventeenth Supplemental Indenture, Eighteenth Supplemental Indenture and Twentieth Supplemental Indenture, the "Pre-2017 Supplemental Indentures"), as modified and supplemented in respect of the 4.000% Senior Notes due 2022 (the "2022 Notes") and the Guarantees by the Twenty-Third Supplemental Indenture, dated as of March 16, 2017, by and among the Company, the guarantors party thereto and the Trustee (the "Twenty-Third Supplemental Indenture"), as modified and supplemented in respect of the 5.125% Senior Notes due 2025 (the "5.125% 2025 Notes") and the Guarantees by the Twenty-Fourth Supplemental Indenture, dated as of March 16, 2017, by and among the Company, the guarantors party thereto and the Trustee (the "Twenty-Fourth Supplemental Indenture"), as modified and supplemented in respect of the 5.375% Senior Notes due 2027 (the "2027 Notes") and the Guarantees by the Twenty-Fifth Supplemental Indenture, dated as of March 16, 2017, by and among the Company, the guarantors party thereto and the Trustee (the "Twenty-Fifth Supplemental Indenture"), as modified and supplemented in respect of the 4.500% Senior Notes due 2026 (the "4.500% 2026 Notes") and the Guarantees by the Thirty-Second Supplemental Indenture, dated as of January 25, 2018, by and among the Company, the guarantors party thereto and the Trustee (the "Thirty-Second Supplemental Indenture"), as modified and supplemented in respect of the 4.750% Senior Notes due 2028 (the "2028 Notes"), and together with the 4.500% 2026 Notes, the "2018 Notes", and the 2028 Notes together with the 2022 Notes, 5.125% 2025 Notes, 2027 Notes and the 4.500% 2026 Notes, the "Post-2017 Notes", and the Post-2017 Notes, collectively with the Pre-2017 Notes, the "Subject Notes") and the Guarantees by the Thirty-Third Supplemental Indenture, dated as of January 25, 2018, by and among the Company, the guarantors party thereto and the Trustee (the "Thirty-Third Supplemental Indenture"), and together with the Thirty-Second Supplemental Indenture, the "2018 Supplemental Indentures", and the Thirty-Third Supplemental Indenture together with the Twenty-Third Supplemental Indenture, Twenty-Fourth Supplemental Indenture, Twenty-Fifth Supplemental Indenture and Thirty-Second Supplemental Indenture, the "Post-2017 Supplemental Indentures", and the Post-2017 Supplemental Indentures together with the Pre-2017 Supplemental Indentures, the "Notes Supplemental

Indentures)” (the Base Indenture, as modified and supplemented by each applicable Pre-2017 Supplemental Indenture with respect to each applicable Series of Pre-2017 Notes, is referred to herein as the “Pre-2017 Indenture”; as modified and supplemented by each Post-2017 Supplemental Indenture with respect to each Series of Post-2017 Notes, is referred to as the “Post-2017 Indenture”; as modified and supplemented by each Notes Supplemental Indenture with respect to each Series of Subject Notes, is referred to as the “Indenture”).

WHEREAS, on April 29, 2018, T-Mobile US, Inc. (“T-Mobile”), Sprint Corporation, a Delaware corporation, (“Sprint”), 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”), Galaxy Investment Holdings, Inc., a Delaware corporation (“Galaxy”), Starburst I, Inc., a Delaware corporation (“Starburst” and, together with Galaxy, the “SoftBank US HoldCos”), and, for the limited purposes of the covenants and representations 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, 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*, entered into a Business Combination Agreement (as it may be amended, supplemented or modified from time to time, the “Business Combination Agreement”), pursuant to which (i) the SoftBank US HoldCos may merge with and into Merger Company, with Merger Company continuing as the surviving entity and as a wholly owned subsidiary of T-Mobile (the “HoldCo Mergers”) and (ii) Merger Sub will merge with and into Sprint, with Sprint as the surviving corporation and a wholly owned direct or indirect subsidiary of T-Mobile (the “Sprint Merger” and, together with the HoldCo Mergers (if they occur), the “Mergers”), in each case on the terms and subject to the conditions set forth in the Business Combination Agreement.

WHEREAS, following the Mergers, T-Mobile is expected to contribute Sprint to the Company or otherwise cause Sprint to become a direct or indirect wholly-owned subsidiary of the Company (the “Contribution” and, collectively with the Mergers, the “T-Mobile/Sprint Transaction”).

WHEREAS, Section 9.02 of the Indenture provides, among other things, that the Company, the Guarantors and the Trustee may amend or supplement the Indenture as it relates to any Series of Notes with the consent of the Holders of at least a majority in aggregate principal amount of the Notes of such Series then outstanding;

WHEREAS, with respect to the Pre-2017 Indenture as it relates to each Series of Pre-2017 Notes, the Company desires to amend and supplement, as applicable, (1) Section 1.01 of the Pre-2017 Indenture and (2) Section 4.09(b)(1) of the Pre-2017 Indenture (collectively, the “Ratio Secured Debt Amendments”), in each case on the terms set forth in the Company’s Consent Solicitation Statement dated May 14, 2018 (as amended to the date hereof, the “Consent Solicitation Statement”).

WHEREAS, with respect to the Indenture as it relates to each Series of Subject Notes, the Company desires to amend and supplement, as applicable, (1) Section 1.01 of the Indenture, (2) Section 4.08 of the Indenture, (3) Section 4.09 of the Indenture, and (4) Section 4.17(a) of the Indenture (collectively, the “Existing Sprint Spectrum and GAAP Amendments”), in each case on the terms set forth in the Consent Solicitation Statement.

WHEREAS, (1) with respect to the Pre-2017 Notes, the Company solicited, and has received, consents to the Ratio Secured Debt Amendments upon the terms and subject to the conditions set forth in the Consent Solicitation Statement from Holders representing at least a majority in aggregate principal amount of each Series of the Pre-2017 Notes, and (2) with respect to the Subject Notes, the Company solicited, and has received, consents to the Existing Sprint Spectrum and GAAP Amendments upon the terms and subject to the conditions set forth in the Consent Solicitation Statement from Holders representing at least a majority in aggregate principal amount of each Series of the Subject Notes.

WHEREAS, the Company has satisfied all conditions precedent and covenants provided under the applicable Indenture to enable the Trustee to enter into this Thirty-Seventh Supplemental Indenture; and

WHEREAS, all things necessary to make this Thirty-Seventh Supplemental Indenture a valid, binding and enforceable agreement of the Company, the Guarantors and the Trustee and a valid amendment to the Notes Supplemental Indentures have been done;

NOW, THEREFORE, the Company, the Guarantors and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. All capitalized terms which are used herein and not otherwise defined herein are defined in the applicable Indenture and are used herein with the same meanings as the applicable Indenture. If a capitalized term is defined both in the applicable Indenture and this Thirty-Seventh Supplemental Indenture, the definition in this Thirty-Seventh Supplemental Indenture shall apply to the amendment established hereby.

2. Amendments. Effective immediately prior to the consummation of the T-Mobile/Sprint Transaction:

Section 1.01 of the Pre-2017 Indenture as it relates to each Series of Pre-2017 Notes is hereby amended by adding the following definition:

“Secured Debt to Cash Flow Ratio” means, with respect to any Person as of any date of determination, the ratio of (a) the Consolidated Indebtedness of such Person as of such date that is secured by a Lien, less cash and Cash Equivalents, to (b) the Consolidated Cash Flow of such Person for the four most recent full fiscal quarters ending immediately prior to such date for which

internal financial statements are available.

For purposes of making the computation referred to above, the Secured Debt to Cash Flow Ratio shall be calculated on a pro forma basis in the manner described in the second paragraph of the definition of “Debt to Cash Flow Ratio.”

Section 4.09(b)(1) of the Pre-2017 Indenture as it relates to each Series of Pre-2017 Notes is hereby deleted in its entirety and replaced with the following:

(1) the incurrence by the Company and any Subsidiary Guarantor of (a) additional Indebtedness under Credit Facilities, provided that giving effect to such incurrence, the aggregate principal amount (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of the Company and its Restricted Subsidiaries thereunder) of all Indebtedness under Credit Facilities then outstanding under this paragraph (1), together with any Indebtedness incurred pursuant to the following clause (b), does not exceed the greater of (x) \$9.0 billion and (y) an amount such that, upon the incurrence of Indebtedness under this clause (1), the Secured Debt to Cash Flow Ratio of the Company and its Subsidiaries for the most recently ended four full fiscal quarters for which financial statements are available, calculated on a pro forma basis in the manner described in the definition of “Secured Debt to Cash Flow Ratio,” shall not exceed 2.00:1.00; provided that for purposes of determining the amount of Indebtedness that may be incurred under this clause (a)(y), all Indebtedness incurred under this clause (1) shall be treated as Consolidated Indebtedness that is secured by a Lien and (b) without duplication, all Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to the foregoing clause (a); provided, however, that the maximum amount permitted under this clause (1) shall not be deemed to limit additional Indebtedness under the Credit Facilities to the extent that the incurrence of such additional Indebtedness is permitted pursuant to any of the other provisions of this covenant;

Section 1.01 of the Indenture as it relates to each Series of Subject Notes is hereby amended by adding the following definitions:

“Existing Sprint Spectrum Financing Documents” means each agreement, instrument or other document entered into or delivered from time to time in connection with the Existing Sprint Spectrum Notes Program, including without limitation the Existing Sprint Spectrum Notes, the Existing Sprint Spectrum Indenture, the Intra-Company Spectrum Lease Agreement, dated as of October 27, 2016, among certain of the Existing Sprint Spectrum Subsidiaries, Sprint Communications, Inc., and the other parties thereto, and each “Transaction Document” (as defined in the Existing Sprint Spectrum Indenture), each as amended, supplemented or otherwise modified from time to time.

“Existing Sprint Spectrum Indenture” means the Indenture, dated as of October 27, 2016, by and among Sprint Spectrum Co LLC, Sprint Spectrum Co II LLC, Sprint Spectrum Co III LLC, and Deutsche Bank Trust Company Americas, as trustee, as amended, supplemented or otherwise modified from time to time, including as supplemented with respect to each series of Existing Sprint Spectrum Notes.

“Existing Sprint Spectrum Issuers” means Sprint Spectrum Co LLC, Sprint Spectrum Co II LLC, Sprint Spectrum Co III LLC, and their successors and assigns.

“Existing Sprint Spectrum Notes” means the Existing Sprint Spectrum Issuers’ Series 2018-1 4.738% Senior Secured Notes, Class A-1, Series 2018-1 5.152% Senior Secured Notes, Class A-2, Series 2016-1 3.360% Senior Secured Notes, Class A-1, and any other note or series of notes issued under the Existing Sprint Spectrum Indenture from time to time, in an aggregate principal amount outstanding for all of the foregoing not to exceed the Existing Sprint Spectrum Program Cap at any time.

“Existing Sprint Spectrum Program” means the transactions contemplated by the Existing

Sprint Spectrum Financing Documents, including the issuance of any Existing Sprint Spectrum Notes.

“Existing Sprint Spectrum Program Cap” means \$7,000,000,000.

“Existing Sprint Spectrum Subsidiary” means any of Sprint Spectrum Depositor LLC, Sprint Spectrum Depositor II LLC, Sprint Spectrum Depositor III LLC, Sprint Intermediate HoldCo LLC, Sprint Intermediate HoldCo II LLC, Sprint Intermediate HoldCo III LLC, Sprint Spectrum PledgeCo LLC, Sprint Spectrum PledgeCo II LLC, Sprint Spectrum PledgeCo III LLC, each Existing Sprint Spectrum Issuer, Sprint Spectrum License Holder LLC, Sprint Spectrum License Holder II LLC and Sprint Spectrum License Holder III LLC, their successors and assigns, and any Subsidiary of the foregoing.

Section 1.01 of the Indenture as it relates to each Series of Subject Notes (other than each Series of 2018 Notes) is hereby amended by deleting the following definitions in their entirety and replacing them with the following:

“Capital Lease Obligation” means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet prepared in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty (provided that obligations either existing on the Issue Date or created thereafter that (a) initially were not included on the consolidated balance sheet of the Company as capital lease obligations and were subsequently recharacterized as capital lease obligations or (b) did not exist on the Issue Date and were required to be characterized as capital lease obligations but would not have been required to be treated as capital lease obligations on the Issue Date had they existed at that time, shall for all purposes not be treated as Capital Lease Obligations or Indebtedness).

“GAAP” means generally accepted accounting principles as in effect on the date of any calculation or determination required under the Notes of this Series or the Indenture. Notwithstanding the foregoing, at any time, (i) the Company may elect to apply IFRS accounting principles in lieu of GAAP and, upon any such election, references herein to GAAP or parts of the Accounting Standards Codification or “ASC” shall thereafter be construed to mean IFRS (except as otherwise provided in the Indenture); provided that any such election, once made, shall be irrevocable; provided, further, that any calculation or determination in the Indenture that requires the application of GAAP for periods that include fiscal quarters ended prior to the Company’s election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP and (ii) the Company, on any date, may elect to establish that GAAP shall mean GAAP as in effect on such date; provided that any such election, once made, shall be irrevocable. The Company shall give notice of any such election made in accordance with this definition to the Trustee and the Holders of Notes of this Series.

“Permitted Business” means those businesses in which the Company and its Subsidiaries were engaged on the Closing Date, or any business similar, related, incidental or ancillary thereto or that constitutes a reasonable extension or expansion thereof, or any business reasonably related to the telecommunications industry, and the acquisition, holding or exploitation of any license relating to the delivery of those services, or the transactions entered into in connection with the Existing Sprint Spectrum Program.

The definition of “Permitted Liens” in Section 1.01 of the Indenture as it relates to each Series of Subject Notes is hereby amended by deleting clause (30) in its entirety and replacing it with the following:

(30) Liens, if any, incurred in connection with the Towers Transaction or the Existing Sprint Spectrum Program.

The definition of “Permitted Investments” in Section 1.01 of the Pre-2017 Indenture as it relates to each Series of Pre-2017 Notes is hereby amended by (i) deleting the word “and” at the end of clause (18), (ii) replacing the period at the end of clause (19) thereof with “; and” and (iii) adding a new clause (20) immediately after clause (19), which shall read as follows:

(20) any other Investments made in connection with the Existing Sprint Spectrum Program.

The definition of “Permitted Investments” in Section 1.01 of the Post-2017 Indenture as it relates to each Series of Post-2017 Notes is hereby amended by (i) deleting the word “and” at the end of clause (19), (ii) replacing the period at the end of clause (20) thereof with “; and” and (iii) adding a new clause (21) immediately after clause (20), which shall read as follows:

(21) any other Investments made in connection with the Existing Sprint Spectrum Program.

Section 4.08 of the Indenture as it relates to each Series of Subject Notes is hereby amended by (i) deleting the word “and” at the end of clause (b)(16), (ii) replacing the period at the end of clause (b)(17) thereof with “; and” and (iii) adding a new clause (b)(18) immediately after clause (b)(17), which shall read as follows:

(18) encumbrances or restrictions pursuant to any Existing Sprint Spectrum Financing Document, affecting any Existing Sprint Spectrum Subsidiary or in connection with the Existing Sprint Spectrum Program;

Section 4.09 of the Indenture as it relates to each Series of Subject Notes is hereby amended by adding the following sentence at the end of clause (b):

Notwithstanding the foregoing, the Existing Sprint Spectrum Notes will be deemed to be outstanding pursuant to Section 4.09(b) (1) and will reduce the amount of Indebtedness otherwise permitted to be incurred thereunder.

Section 4.17 of the Indenture as it relates to each Series of Subject Notes is hereby deleted in its entirety and replaced with the following:

If (a) the Company or any of the Company’s Domestic Restricted Subsidiaries acquires or creates another Domestic Restricted Subsidiary (and such Subsidiary is a Wholly-Owned Subsidiary and is not a Designated Tower Entity, the Reinsurance Entity, an Immaterial Subsidiary or (so long as the aggregate principal amount of Existing Sprint Spectrum Notes does not exceed the Existing Sprint Spectrum Program Cap) an Existing Sprint Spectrum Subsidiary) after the Series Issue Date or (b) any Restricted Subsidiary of the Company guarantees any Specified Issuer Indebtedness of the Company after the Series Issue Date or (c) Parent or any Subsidiary of Parent acquires or creates a Subsidiary that directly or indirectly owns Equity Interests of the Company, then the Company or Parent, as applicable, will cause that newly acquired or created Domestic Restricted Subsidiary, Restricted Subsidiary or Subsidiary of Parent to become a Guarantor of the Notes of this Series and execute a supplemental indenture and, if requested by the Trustee, deliver an Opinion of Counsel reasonably satisfactory to the Trustee within 10 Business Days after the date on which it was acquired or created or guarantees such Specified Issuer Indebtedness, as applicable, or reasonably promptly thereafter.

4. Ratification of Indenture; Supplement Part of Indenture. Except as expressly amended and supplemented hereby, the applicable Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. Every reference in the applicable Indenture to such Indenture shall hereby be deemed to mean such Indenture as supplemented by this Thirty-Seventh Supplemental Indenture. This Thirty-Seventh Supplemental Indenture shall form a part of the applicable Indenture for all purposes, and every Holder of Subject Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

5. Effectiveness. The provisions of this Thirty-Seventh Supplemental Indenture will take effect immediately upon its execution by the Company, the Guarantors and the Trustee, and thereupon this Thirty-Seventh Supplemental Indenture shall form a part of the applicable Indenture for all purposes; provided that, for the avoidance of doubt, the Ratio Secured Debt Amendments and the Existing Sprint Spectrum and GAAP

Amendments shall not become operative until immediately prior to the consummation of the T-Mobile/Sprint Transaction.

6. Governing Law; Waiver of Jury Trial. THIS THIRTY-SEVENTH SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

7. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS THIRTY-SEVENTH SUPPLEMENTAL INDENTURE.

8. Counterparts. The parties may sign any number of copies of this Thirty-Seventh Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. Delivery of an executed counterpart of a signature page to this Thirty-Seventh Supplemental Indenture by facsimile, email or other electronic means shall be effective as delivery of a manually executed counterpart of this Thirty-Seventh Supplemental Indenture.

9. Effect of Headings. The Section headings herein have been inserted for the convenience of reference only, are not to be considered a part of this Thirty-Seventh Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

10. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Thirty-Seventh Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company and each of the Guarantors.

11. Successors. All agreements of each of the Company and the Guarantors in this Thirty-Seventh Supplemental Indenture will bind its successors, except as otherwise provided in the Indenture. All agreements of the Trustee in this Thirty-Seventh Supplemental Indenture shall bind its successors.

12. Severability. In case any provision in this Thirty-Seventh Supplemental Indenture is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Thirty-Seventh Supplemental Indenture to be duly executed and attested, all as of the date first above written.

T-MOBILE USA, INC.

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

[Signature Page to Thirty-Seventh Supplemental Indenture]

GUARANTORS:

IBSV LLC
IOWA WIRELESS SERVICES, LLC
IOWA WIRELESS SERVICES HOLDING CORPORATION
METROPCS CALIFORNIA, LLC
METROPCS FLORIDA, LLC
METROPCS GEORGIA, LLC
METROPCS MASSACHUSETTS, LLC
METROPCS MICHIGAN, LLC
METROPCS NETWORKS CALIFORNIA, LLC
METROPCS NETWORKS FLORIDA, LLC
METROPCS NEVADA, LLC
METROPCS NEW YORK, LLC
METROPCS PENNSYLVANIA, LLC
METROPCS TEXAS, LLC
POWERTEL MEMPHIS LICENSES, INC.
POWERTEL/MEMPHIS, INC.
SUNCOM WIRELESS HOLDINGS, INC.
SUNCOM WIRELESS INVESTMENT COMPANY LLC

SUNCOM WIRELESS LICENSE COMPANY, LLC
SUNCOM WIRELESS MANAGEMENT COMPANY, INC.
SUNCOM WIRELESS OPERATING COMPANY, L.L.C.
SUNCOM WIRELESS PROPERTY COMPANY, L.L.C.
SUNCOM WIRELESS, INC.
T-MOBILE CENTRAL LLC
T-MOBILE FINANCIAL LLC
T-MOBILE LEASING LLC
T-MOBILE LICENSE LLC
T-MOBILE NORTHEAST LLC
T-MOBILE PCS HOLDINGS LLC
T-MOBILE PUERTO RICO HOLDINGS LLC
T-MOBILE PUERTO RICO LLC
T-MOBILE RESOURCES CORPORATION
T-MOBILE SOUTH LLC
T-MOBILE SUBSIDIARY IV CORPORATION
T-MOBILE US, INC.
T-MOBILE WEST LLC
TRITON PCS FINANCE COMPANY, INC.
TRITON PCS HOLDINGS COMPANY L.L.C.
VOICESTREAM PCS I IOWA LLC

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: Authorized Person

[Signature Page to Thirty-Seventh Supplemental Indenture]

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: /s/ Carol Ng
Name: Carol Ng
Title: Vice President

By: /s/ Julia Engel
Name: Julia Engel
Title: Vice President

[Signature Page to Thirty-Seventh Supplemental Indenture]

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Section 3: EX-99.1 (EX-99.1)

EXHIBIT 99.1

T-Mobile USA, Inc. Announces Successful Consent Solicitations

May 21, 2018 7:30 A.M. EDT — BELLEVUE, Wash. — (Business Wire) — T-Mobile USA, Inc. (the “Company”, “we” or “our”) announced today the expiration, on May 18, 2018, and results of the consent solicitations with respect to its (i) \$1,300,000,000 aggregate principal amount of 6.000% Senior Notes due 2023 (the “2023 Notes”), (ii) \$1,000,000,000 aggregate principal amount of 6.500% Senior Notes due 2024 (the “6.500% 2024 Notes”), (iii) \$1,000,000,000 aggregate principal amount of 6.000% Senior Notes due 2024 (the “6.000% 2024 Notes”), (iv) \$1,700,000,000 aggregate principal amount of 6.375% Senior Notes due 2025 (the “2025 Notes”), (v) \$2,000,000,000 aggregate principal amount of 6.500% Notes due 2026 (the “2026 Notes” and, collectively with the 2023 Notes, the 6.500% 2024 Notes, the 6.000% 2024 Notes and the 2025 Notes, the “Pre-2017 Notes”), (vi) \$500,000,000 aggregate principal amount of 4.000% Senior Notes due 2022 (the “2022 Notes”), (vii) \$500,000,000 aggregate principal amount of 5.125% Senior Notes due 2025 (the “5.125% 2025 Notes”), (viii) \$500,000,000 aggregate principal amount of 5.375% Senior Notes due 2027 (the “2027 Notes”), (ix) \$1,000,000,000 aggregate principal amount of 4.500% Senior Notes due 2026 (the “4.500% 2026 Notes”) and (x) \$1,500,000,000 aggregate principal amount of 4.750% Senior Notes due 2028 (the “2028 Notes”, and, collectively with the 2022 Notes, the 5.125% 2025 Notes, the 2027 Notes and the 4.500% 2026 Notes, the “Post-2017 Notes”, and the Post-2017 Notes, collectively with the Pre-2017 Notes, the “Notes”, and each series of the Notes, a “Series”), and receipt of the consents necessary to effect certain amendments to the indenture, dated as of April 28, 2013, between the Company and Deutsche Bank Trust Company Americas, as trustee (the “Trustee”), as supplemented by the applicable

supplemental indentures pursuant to which the Notes were issued (as supplemented and amended, the “*Indenture*”).

The Consent Solicitations (as defined below) were conducted in connection with the previously announced agreement by T-Mobile US, Inc. (“*T-Mobile*”) to merge (the “*Merger*”) a wholly-owned subsidiary of T-Mobile with Sprint Corporation (“*Sprint*”), pursuant to that certain Business Combination Agreement (the “*Business Combination Agreement*”), dated as of April 29, 2018, among Sprint, T-Mobile, SoftBank Group Corp. (“*SoftBank*”), Deutsche Telekom AG and the additional parties thereto (the Merger, together with the other transactions contemplated by the Business Combination Agreement, the “*T-Mobile/Sprint Transaction*”).

Upon the terms and subject to the conditions described in the Consent Solicitation Statement, dated as of May 14, 2017 (the “*Consent Solicitation Statement*”), we (i) solicited consents (the “*Ratio Secured Debt Consent Solicitation*”) from holders of the Pre-2017 Notes to conform Section 4.09(b)(1) of the Indenture, as applicable to the Pre-2017 Notes, to Section 4.09(b)(1) of the Indenture, as applicable to the Post-2017 Notes, by increasing the amount of Indebtedness (as defined in the Indenture) under Credit Facilities (as defined in the Indenture) that can be incurred under Section 4.09(b)(1) from the greater of (x) \$9.0 billion and (y) 150% of Consolidated Cash Flow (as defined in the Indenture, as applicable to the Pre-2017 Notes) to the greater of (x) \$9.0 billion and (y) an amount that would not cause the Secured Debt to Cash Flow Ratio (as defined in the Indenture, as applicable to the Post-2017 Notes) (calculated net of cash and cash equivalents) to exceed 2.00x (the “*Ratio Secured Debt Proposed Amendments*”), and (ii) solicited consents (the “*Existing Sprint Spectrum and GAAP Consent Solicitation*”, and together with the Ratio Secured Debt Consent Solicitation, the “*Consent Solicitations*”) from holders of all Notes to (1) allow certain entities related to Sprint’s existing spectrum securitization notes program (the “*Existing Sprint Spectrum Program*”) to be non-guarantor Restricted Subsidiaries (as defined in the Indenture) and make certain other changes in connection therewith, provided that the principal amount of the spectrum notes issued and outstanding under the Existing Sprint Spectrum Program does not exceed \$7.0 billion, and provided that the principal amount of such spectrum notes shall reduce the amount available under the Credit Facilities ratio basket, and (2) revise the definition of GAAP to mean generally accepted accounting principles as in effect from time to time, unless the Company elects to “freeze” GAAP as of any date, and to exclude the effect of changes in the accounting treatment of capital lease obligations (the amendments described in clauses (1) and (2), collectively, the “*Existing Sprint Spectrum and GAAP*

Proposed Amendments”, and together with the Ratio Secured Debt Proposed Amendments, the “*Proposed Amendments*”).

In conjunction with receiving the requisite consents, on May 20, 2018, the Company, the guarantors and the Trustee executed and delivered the thirty-seventh supplemental indenture to the Indenture, pursuant to which, with respect to each applicable series of Notes, the applicable Proposed Amendments will become operative immediately prior to the consummation of the T-Mobile/Sprint Transaction. Except for the Proposed Amendments, all of the existing terms of the Notes and the Indenture will remain unchanged.

We will pay the applicable upfront payments reflected in the tables below (each an “*Upfront Consent Payment*” and, collectively, the “*Upfront Consent Payments*”) for each Series of Notes for the benefit of the applicable holders of such Series of Notes whose consents were validly delivered (and not revoked) prior to the expiration of the Consent Solicitations, on a pro rata basis for such Series of Notes. Payment will be made promptly after the date hereof, and is expected to be made on May 22, 2018. If the T-Mobile/Sprint Transaction is consummated, we will pay the applicable contingent payments reflected in the tables below (each a “*Contingent Consent Payment*” and, collectively, the “*Contingent Consent Payments*”; and the Contingent Consent Payments together with the Upfront Consent Payments, the “*Aggregate Consent Payments*”) for the benefit of the applicable holders of such Series of Notes whose consents were validly delivered (and not revoked) prior to the expiration of the Consent Solicitations, on a pro rata basis for such Series of Notes. Based on the consents received, the Upfront Consent Payments and Contingent Consent Payments were allocated to the consenting holders of each applicable series of Notes in the amounts set forth in the table below for each \$1,000 principal amount of such series of Notes for which consents were validly delivered (and not revoked).

Ratio Secured Debt Proposed Amendments

Series of Notes	CUSIP Number	Outstanding Principal Amount	% Principal Amount Consent Received	Upfront Payment	Approximate Upfront Payment per \$1,000 Principal Amount of Consenting Notes	Contingent Payment	Approximate Contingent Payment per \$1,000 Principal Amount of Consenting Notes
6.000% Senior Notes due 2023	87264AAM7	\$ 1,300,000,000	74.90%	\$ 3,250,000	\$ 3.34	\$ 6,500,000	\$ 6.68
6.500% Senior Notes due 2024	87264AAJ4	\$ 1,000,000,000	83.38%	\$ 2,500,000	\$ 3.00	\$ 5,000,000	\$ 6.00
6.000% Senior Notes due 2024	87264AAQ8	\$ 1,000,000,000	89.48%	\$ 2,500,000	\$ 2.79	\$ 5,000,000	\$ 5.59
6.375% Senior Notes due 2025	87264AAN5	\$ 1,700,000,000	90.51%	\$ 4,250,000	\$ 2.76	\$ 12,750,000	\$ 8.29
6.500% Senior Notes due 2026	87264AAP0	\$ 2,000,000,000	96.01%	\$ 5,000,000	\$ 2.60	\$ 25,000,000	\$ 13.02

Existing Sprint Spectrum and GAAP Proposed Amendments

%	Approximate Upfront Payment per \$1,000	Approximate Contingent Payment per \$1,000
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Series of Notes	CUSIP Number	Outstanding Principal Amount	Principal Amount Consent Received	Upfront Payment	Principal Amount of Consenting Notes	Contingent Payment	Principal Amount of Consenting Notes
6.000% Senior Notes due 2023	87264AAM7	\$ 1,300,000,000	74.54%	\$ 1,625,000	\$ 1.68	\$ 4,875,000	\$ 5.03
6.500% Senior Notes due 2024	87264AAJ4	\$ 1,000,000,000	85.89%	\$ 1,250,000	\$ 1.46	\$ 3,750,000	\$ 4.37
6.000% Senior Notes due 2024	87264AAQ8	\$ 1,000,000,000	89.50%	\$ 1,250,000	\$ 1.40	\$ 3,750,000	\$ 4.19
6.375% Senior Notes due 2025	87264AAN5	\$ 1,700,000,000	90.06%	\$ 2,125,000	\$ 1.39	\$ 6,375,000	\$ 4.16
6.500% Senior Notes due 2026	87264AAP0	\$ 2,000,000,000	93.32%	\$ 2,500,000	\$ 1.34	\$ 7,500,000	\$ 4.02
4.000% Senior Notes due 2022	87264AAR6	\$ 500,000,000	91.53%	\$ 625,000	\$ 1.37	\$ 1,875,000	\$ 4.10
5.125% Senior Notes due 2025	87264AAS4	\$ 500,000,000	90.38%	\$ 625,000	\$ 1.38	\$ 1,875,000	\$ 4.15
5.375% Senior Notes due 2027	87264AAT2	\$ 500,000,000	90.22%	\$ 625,000	\$ 1.39	\$ 1,875,000	\$ 4.16
4.500% Senior Notes due 2026	87264AAU9	\$ 1,000,000,000	91.13%	\$ 1,250,000	\$ 1.37	\$ 3,750,000	\$ 4.12
4.750% Senior Notes due 2028	87264AAV7	\$ 1,500,000,000	97.95%	\$ 1,875,000	\$ 1.28	\$ 5,625,000	\$ 3.83

There is no assurance that the T-Mobile/Sprint Transaction will be consummated and, accordingly, there is no assurance that the Contingent Consent Payments will be paid. The Contingent Consent Payment will not be paid with respect to any series of Notes that is no longer outstanding on the date of the consummation of the T-Mobile/Sprint Transaction. The Company will pay the Contingent Consent Payments promptly after the consummation of the T-Mobile/Sprint Transaction. Interest will not accrue on or be payable with respect to the Aggregate Consent Payments. The right to receive any Aggregate Consent Payment is not transferable.

Important Additional Information

This announcement is not a solicitation of consents with respect to the Proposed Amendments. The solicitation of consents by the Company was made only pursuant to the Consent Solicitation Statement.

In connection with the proposed transaction, T-Mobile will file a registration statement on Form S-4, which will contain a joint consent solicitation statement of T-Mobile and Sprint, that also constitutes a prospectus of T-Mobile (the “joint consent solicitation statement/prospectus”), and each party will file other documents regarding the proposed transaction with the U.S. Securities and Exchange Commission (the “SEC”). INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE JOINT CONSENT SOLICITATION STATEMENT/PROSPECTUS AND OTHER RELEVANT DOCUMENTS FILED WITH THE SEC WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. When final, a definitive copy of the joint consent solicitation statement/prospectus will be sent to T-Mobile and Sprint stockholders. Investors and security holders will be able to obtain the registration statement and the joint consent solicitation statement/prospectus free of charge from the SEC’s website or from T-Mobile or Sprint. The documents filed by T-Mobile with the SEC may be obtained free of charge at T-Mobile’s website, at www.t-mobile.com, or at the SEC’s website, at www.sec.gov. These documents may also be obtained free of charge from T-Mobile by requesting them by mail at T-Mobile US, Inc., Investor Relations, 1 Park Avenue, 14th Floor, New York, NY 10016, or by telephone at 212-358-3210. The documents filed by Sprint with the SEC may be obtained free of charge from Sprint’s website, at www.sprint.com, or at the SEC’s website, at www.sec.gov. These documents may also be obtained free of charge from Sprint by requesting them by mail at Sprint Corporation, Shareholder Relations, 6200 Sprint Parkway, Mailstop KSOPHF0302-3B679, Overland Park, Kansas 66251, or by telephone at 913-794-1091.

About T-Mobile

As America’s Un-carrier, T-Mobile (NASDAQ: TMUS) is redefining the way consumers and businesses buy wireless services through leading product and service innovation. Our advanced nationwide 4G LTE network delivers outstanding wireless experiences to 74.0 million customers who are unwilling to compromise on quality and value. Based in Bellevue, Washington, T-Mobile provides services through its subsidiaries and operates its flagship brands, T-Mobile and MetroPCS. For more information, please visit <http://www.t-mobile.com>.

About Sprint

Sprint (NYSE: S) is a communications services company that creates more and better ways to connect its customers to the things they care about most. Sprint served 54.6 million connections as of March 31,

2018, and is widely recognized for developing, engineering and deploying innovative technologies, including the first wireless 4G service from a national carrier in the United States; leading no-contract brands including Virgin Mobile USA, Boost Mobile, and Assurance Wireless; instant

national and international push-to-talk capabilities; and a global Tier 1 Internet backbone. Today, Sprint's legacy of innovation and service continues with an increased investment to dramatically improve coverage, reliability and speed across its nationwide network and commitment to launching the first 5G mobile network in the U.S. You can learn more and visit Sprint at www.sprint.com or www.facebook.com/sprint and www.twitter.com/sprint.

Participants in the Solicitation

T-Mobile and Sprint and their respective directors and executive officers and other members of management and employees may be deemed to be participants in the solicitation of consents in respect of the proposed transaction. Information about T-Mobile's directors and executive officers is available in T-Mobile's proxy statement dated April 26, 2018, for its 2018 Annual Meeting of Stockholders. Information about Sprint's directors and executive officers is available in Sprint's proxy statement dated June 19, 2017, for its 2017 Annual Meeting of Stockholders, and in Sprint's subsequent reports on Form 8-K filed with the SEC on January 4, 2018 and January 17, 2018. Other information regarding the participants in the consent solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the joint consent solicitation statement/prospectus and other relevant materials to be filed with the SEC regarding the acquisition when they become available. Investors should read the joint consent solicitation statement/prospectus carefully when it becomes available before making any voting or investment decisions. You may obtain free copies of these documents from T-Mobile or Sprint as indicated above.

No Offer or Solicitation

This communication shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the U.S. Securities Act of 1933, as amended.

Cautionary Statement Regarding Forward-Looking Statements

This press release contains certain forward-looking statements concerning T-Mobile, Sprint and the T-Mobile/Sprint Transaction. All statements other than statements of fact, including information concerning future results, are forward-looking statements. These forward-looking statements are generally identified by the words "anticipate," "believe," "estimate," "expect," "intend," "may," "could" or similar expressions. Such forward-looking statements include, but are not limited to, statements about the benefits of the T-Mobile/Sprint Transaction, including anticipated future financial and operating results, synergies, accretion and growth rates, T-Mobile's, Sprint's and the combined company's plans, objectives, expectations and intentions, and the expected timing of completion of the T-Mobile/Sprint Transaction. There are several factors which could cause actual plans and results to differ materially from those expressed or implied in forward-looking statements. Such factors include, but are not limited to, the failure to obtain, or delays in obtaining, required regulatory approvals, and the risk that such approvals may result in the imposition of conditions that could adversely affect the combined company or the expected benefits of the T-Mobile/Sprint Transaction, or the failure to satisfy any of the other conditions to the T-Mobile/Sprint Transaction on a timely basis or at all; the occurrence of events that may give rise to a right of one or both of the parties to terminate the Business Combination Agreement; adverse effects on the market price of T-Mobile's or Sprint's common stock and on T-Mobile's or Sprint's operating results because of a failure to complete the T-Mobile/Sprint Transaction in the anticipated timeframe or at all; inability to obtain the financing contemplated to be obtained in connection with the T-Mobile/Sprint Transaction on the expected terms or timing or at all; the ability of T-Mobile, Sprint and the combined company to make payments on debt or to repay existing or future indebtedness when due or to comply with the covenants contained therein; adverse changes in the ratings of T-Mobile's or Sprint's debt

securities or adverse conditions in the credit markets; negative effects of the announcement, pendency or consummation of the T-Mobile/Sprint Transaction on the market price of T-Mobile's or Sprint's common stock and on T-Mobile's or Sprint's operating results, including as a result of changes in key customer, supplier, employee or other business relationships; significant transaction costs, including financing costs, and unknown liabilities; failure to realize the expected benefits and synergies of the T-Mobile/Sprint Transaction in the expected timeframes or at all; costs or difficulties related to the integration of Sprint's network and operations into T-Mobile; the risk of litigation or regulatory actions; the inability of T-Mobile, Sprint or the combined company to retain and hire key personnel; the risk that certain contractual restrictions contained in the Business Combination Agreement during the pendency of the T-Mobile/Sprint Transaction could adversely affect T-Mobile's or Sprint's ability to pursue business opportunities or strategic transactions; effects of changes in the regulatory environment in which T-Mobile and Sprint operate; changes in global, political, economic, business, competitive and market conditions; changes in tax and other laws and regulations; and other risks and uncertainties detailed in T-Mobile's Annual Report on Form 10-K for the fiscal year ended December 31, 2017 and in its subsequent reports on Form 10-Q, including in the sections thereof captioned "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements," as well as in its subsequent reports on Form 8-K, all of which are filed with the SEC and available at www.sec.gov and www.t-mobile.com, and in Sprint's Annual Report on Form 10-K for the fiscal year ended March 31, 2017 and in its subsequent reports on Form 10-Q, including in the sections thereof captioned "Risk Factors" and "MD&A — Forward-Looking Statements," as well as in its subsequent reports on Form 8-K, all of which are filed with the SEC and available at www.sec.gov and www.t-mobile.com. Forward-looking statements are based on current expectations and assumptions, which are subject to risks and uncertainties that may cause actual results to differ materially from those expressed in or implied by such forward-looking statements. Given these risks and uncertainties, persons reading this press release are cautioned not to place undue reliance on such forward-looking statements. T-Mobile assumes no obligation to update or revise the information contained in this press release (whether as a result of new information, future events or otherwise), except as required by applicable law.

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