As filed with the Securities and Exchange Commission on March 30, 2021

Registration No. 333-249079

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

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

T-Mobile US, Inc.
T-Mobile USA, Inc.
(Exact name of registrant as specified in its charter)

Delaware **Delaware** **(State or other jurisdiction of incorporation or organization)**	**20-0836269** **91-1983600** **(I.R.S. Employer Identification Number)**

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

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

David A. Miller
Executive Vice President,
General Counsel and Secretary
T-Mobile US, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
(425) 378-4000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:

Daniel J. Bursky
Mark Hayek
Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
(212) 859-8000

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this Registration Statement.
If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box: ☐
If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box: ☒
If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐
If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☒
If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☒
If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☒

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

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 7(a)(2)(B) of Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered(1)(2)	Proposed maximum offering price per unit(1)(2)(3)	Proposed maximum aggregate offering price(1)(2)(3)	Amount of registration fee(3)
Primary Offering:				
Debt Securities of T-Mobile USA, Inc.	—	—	—	—
Guarantee(s) of Debt Securities of T-Mobile USA, Inc. (4)	—	—	—	—
Secondary Offering:				
4.000% Senior Notes due 2022-1 of T-Mobile USA, Inc.	$1,000,000,000(5)	—	—	—
4.500% Senior Notes due 2026-1 of T-Mobile USA, Inc.	$1,000,000,000(5)	—	—	—
5.375% Senior Notes due 2027-1 of T-Mobile USA, Inc.	$1,250,000,000(5)	—	—	—
4.750% Senior Notes due 2028-1 of T-Mobile USA, Inc.	$1,500,000,000(5)	—	—	—
Guarantees of notes of T-Mobile USA, Inc.	(6)	—	—	—

(1) Not applicable pursuant to General Instruction II(E) of Form S-3.

(2) An indeterminate amount of securities to be offered at indeterminate prices is being registered pursuant to this registration statement.
(3) In accordance with Rule 456(b) and Rule 457(r) under the Securities Act of 1933, as amended, the registrant is deferring payment of the registration fee.
(4) The Registrant and the Co-Registrants listed below, or any of them, may fully and unconditionally guarantee any series of debt securities registered hereunder. Pursuant to Rule 457(n), no separate filing fee is required for the guarantees.
(5) Represents the aggregate principal amount of the notes issued by T-Mobile USA, Inc., a wholly-owned subsidiary of T-Mobile US, Inc.
(6) The notes of T-Mobile USA, Inc. are guaranteed by T-Mobile US, Inc. and the Co-Registrants listed below. Pursuant to Rule 457(n), no separate filing fee is required for the guarantees.

TABLE OF ADDITIONAL REGISTRANTS

Exact name of registrant as specified in its charter[(1)]	State or other jurisdiction of incorporation or organization	I.R.S. Employer Identification Number
Alda Wireless Holdings, LLC	Delaware	48-1165243
American Telecasting Development, LLC	Delaware	84-1265444
American Telecasting of Anchorage, LLC	Delaware	84-1262010
American Telecasting of Columbus, LLC	Delaware	84-1262011
American Telecasting of Denver, LLC	Delaware	84-1261970
American Telecasting of Fort Myers, LLC	Delaware	59-3062505
American Telecasting of Ft. Collins, LLC	Delaware	84-1261954
American Telecasting of Green Bay, LLC	Delaware	84-1266405
American Telecasting of Lansing, LLC	Delaware	84-1261958
American Telecasting of Lincoln, LLC	Delaware	84-1261960
American Telecasting of Little Rock, LLC	Delaware	84-1261961
American Telecasting of Louisville, LLC	Delaware	84-1261962
American Telecasting of Medford, LLC	Delaware	84-1295907
American Telecasting of Michiana, LLC	Delaware	84-1261952
American Telecasting of Monterey, LLC	Delaware	84-1266408
American Telecasting of Redding, LLC	Delaware	84-1295911
American Telecasting of Santa Barbara, LLC	Delaware	84-1261969
American Telecasting of Seattle, LLC	Delaware	54-1540851
American Telecasting of Sheridan, LLC	Delaware	84-1295909
American Telecasting of Yuba City, LLC	Delaware	84-1295906
APC Realty and Equipment Company, LLC	Delaware	52-2013278
Assurance Wireless of South Carolina, LLC	Delaware	Not applicable
Assurance Wireless USA, L.P.	Delaware	94-3410099
ATI Sub, LLC	Delaware	26-2670017
Broadcast Cable, LLC	Delaware	35-1751776
Clear Wireless LLC	Nevada	26-3821888
Clearwire Communications LLC	Delaware	26-3783012
Clearwire Hawaii Partners Spectrum, LLC	Nevada	Not applicable
Clearwire IP Holdings LLC	New York	Not applicable
Clearwire Legacy LLC	Delaware	26-3791581
Clearwire Spectrum Holdings II LLC	Nevada	Not applicable
Clearwire Spectrum Holdings III LLC	Nevada	Not applicable
Clearwire Spectrum Holdings LLC	Nevada	Not applicable
Clearwire XOHM LLC	Delaware	26-3791783
Fixed Wireless Holdings, LLC	Delaware	75-3120884
Fresno MMDS Associates, LLC	Delaware	Not applicable
IBSV LLC	Delaware	91-2116910
Kennewick Licensing, LLC	Delaware	36-4165282
Layer3 TV, LLC	Delaware	46-3757801
L3TV Chicagoland Cable System, LLC	Delaware	32-0513278
L3TV Colorado Cable System, LLC	Delaware	30-0960088
L3TV Dallas Cable System, LLC	Delaware	61-1811814
L3TV DC Cable System, LLC	Delaware	36-4854339
L3TV Detroit Cable System, LLC	Delaware	36-4906175

L3TV Los Angeles Cable System, LLC	Delaware	37-1852327
L3TV Minneapolis Cable System, LLC	Delaware	32-0590383
L3TV New York Cable System, LLC	Delaware	61-1854933
L3TV Philadelphia Cable System, LLC	Delaware	37-1906122
L3TV San Francisco Cable System, LLC	Delaware	32-0575200
L3TV Seattle Cable System, LLC	Delaware	36-4919336
MetroPCS California, LLC	Delaware	68-0618381
MetroPCS Florida, LLC	Delaware	68-0618383
MetroPCS Georgia, LLC	Delaware	68-0618386
MetroPCS Massachusetts, LLC	Delaware	20-8303630
MetroPCS Michigan, LLC	Delaware	20-2509038
MetroPCS Networks California, LLC	Delaware	20-4956821
MetroPCS Networks Florida, LLC	Delaware	20-4957100
MetroPCS Nevada, LLC	Delaware	20-8303430
MetroPCS New York, LLC	Delaware	20-8303519
MetroPCS Pennsylvania, LLC	Delaware	20-8303570
MetroPCS Texas, LLC	Delaware	20-2508993
MinorCo, LLC	Delaware	48-1165243
Nextel Communications of the Mid-Atlantic, Inc.	Delaware	52-1653244
Nextel of New York, Inc.	Delaware	22-3130302
Nextel Retail Stores, LLC	Delaware	54-2021574
Nextel South Corp.	Georgia	58-2038468
Nextel Systems, LLC	Delaware	54-1878330
Nextel West Corp.	Delaware	84-1116272
NSAC, LLC	Delaware	54-1879079
PCTV Gold II, LLC	Delaware	06-1419676
PCTV Sub, LLC	Delaware	26-2671511
People’s Choice TV of Houston, LLC	Delaware	74-2629878
People’s Choice TV of St. Louis, LLC	Delaware	43-1654858
PRWireless PR, LLC	Delaware	20-5942061
PushSpring, Inc.	Delaware	46-2545203
SFE 1, LLC	Delaware	46-5109647
SIHI New Zealand Holdco, Inc.	Kansas	73-1651896
SpeedChoice of Detroit, LLC	Delaware	06-1419673
SpeedChoice of Phoenix, LLC	Delaware	86-0771395
Sprint (Bay Area), LLC	Delaware	59-3155549
Sprint Capital Corporation	Delaware	48-1132866
Sprint Communications Company L.P.	Delaware	43-1408007
Sprint Communications Company of New Hampshire, Inc.	New Hampshire	43-1532102
Sprint Communications Company of Virginia, Inc.	Virginia	75-2019023
Sprint Communications, Inc.	Kansas	48-0457967
Sprint Corporation	Delaware	46-1170005
Sprint eBusiness, Inc.	Kansas	48-1219671
Sprint Enterprise Network Services, Inc.	Kansas	74-2845682
Sprint eWireless, Inc.	Kansas	48-1238831
Sprint International Communications Corporation	Delaware	04-2509782
Sprint International Holding, Inc.	Kansas	74-2808272
Sprint International Incorporated	Delaware	13-3020365
Sprint International Network Company LLC	Delaware	Not applicable
Sprint PCS Assets, L.L.C.	Delaware	33-0783958
Sprint Solutions, Inc.	Delaware	47-0882463
Sprint Spectrum Holding Company, LLC	Delaware	48-1165242
Sprint Spectrum L.P.	Delaware	48-1165245
Sprint Spectrum Realty Company, LLC	Delaware	43-1746021
Sprint/United Management Company	Kansas	48-1077227

SprintCom, Inc.	Kansas	48-1187511
T-Mobile Central LLC	Delaware	91-1973799
T-Mobile Financial LLC	Delaware	47-1324347
T-Mobile Innovations LLC	Delaware	Not applicable
T-Mobile Leasing LLC	Delaware	47-5079638
T-Mobile License LLC	Delaware	91-1917328
T-Mobile Northeast LLC	Delaware	52-2069434
T-Mobile PCS Holdings LLC	Delaware	91-2159335
T-Mobile Puerto Rico Holdings LLC	Delaware	20-2209577
T-Mobile Puerto Rico LLC	Delaware	66-0649631
T-Mobile Resources LLC	Delaware	91-1909782
T-Mobile South LLC	Delaware	20-3945483
T-Mobile West LLC	Delaware	36-4027581
TDI Acquisition Sub, LLC	Delaware	26-2671363
Theory Mobile, Inc.	Delaware	81-2501674
TMUS International LLC	Delaware	91-2116909
Transworld Telecom II, LLC	Delaware	26-2670333
TVN Ventures LLC	Delaware	Not applicable
USST of Texas, Inc.	Texas	43-1499027
Utelcom LLC	Kansas	48-0940607
VMU GP, LLC	Delaware	Not applicable
WBS of America, LLC	Delaware	26-2671254
WBS of Sacramento, LLC	Delaware	36-3939511
WBSY Licensing, LLC	Delaware	36-4046585
WCOF, LLC	Delaware	26-2436251
Wireless Broadband Services of America, L.L.C.	Delaware	36-4196556
Wireline Leasing Co., Inc.	Delaware	26-3945313

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

EXPLANATORY NOTE

This Post-Effective Amendment No. 1 (the "Amendment") to the registration statement on Form S-3 (Registration No. 333-249079) initially filed by T-Mobile US, Inc. and T-Mobile USA, Inc. on September 28, 2020 with the Securities and Exchange Commission (the "Registration Statement") is filed to add T-Mobile Innovations LLC and TVN Ventures LLC as co-registrants to the Registration Statement and to register T-Mobile Innovations LLC's and TVN Ventures LLC's guarantees of the debt securities covered by the Registration Statement.

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

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

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

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

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

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

Item 15. Indemnification of Directors and Officers

Colorado Corporations

The Colorado Business Corporation Act, as revised, provides that if provided in the articles of incorporation, the corporation may eliminate or limit the personal liability of a director to the corporation or to its shareholders for monetary damages for breach of fiduciary duty as a director; except that any such provision shall not eliminate or limit the liability of a director to the corporation or to its shareholders for monetary damages for any breach of the director's duty of loyalty to the corporation or to its shareholders, acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, unlawful distributions, or any transaction from which the director directly or indirectly derived an improper personal benefit.

Delaware Corporations

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

Delaware Limited Liability Companies

Section 18-108 of the Delaware Limited Liability Company Act provides that subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, a limited liability company may indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

Delaware Limited Partnerships

Section 17-108 of the Delaware Revised Uniform Limited Partnership Act ("DRULPA") empowers a Delaware limited partnership to indemnify and hold harmless any partner or other person from and against all claims and demands whatsoever, subject to such standards and restrictions, if any, as are set forth in its partnership agreement.

Georgia Corporations

The Georgia Business Corporation Code permits a corporation to indemnify a director or officer if the director or officer seeking indemnification acted in good faith and reasonably believed (i) in the case of conduct in his or her official capacity, that his or her action was in the best interest of the corporation, (ii) in all other cases, that his or her action was at least not opposed to the best interests of the corporation, and (iii) in the case of any criminal proceedings, that he or she had no reasonable cause to believe his or her conduct was unlawful, provided that indemnification in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding. The Georgia Business Corporation Code prohibits indemnification of a director in connection with a proceeding by or in the right of the corporation (other than for reasonable expenses) if it is determined that the director has not met the relevant standard of conduct, or with respect to conduct for which he or she was adjudged liable on the basis that a personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity. The Georgia Business Corporation Code additionally prohibits indemnification of an officer for liability arising in connection with appropriation of a business opportunity of the corporation, intentional or knowing violation of law, improper distributions or improper personal benefit.

Kansas Corporations

Section 17-6305 of the Kansas General Corporation Law (the "KGCL") provides for indemnification by a corporation of its corporate officers, directors, employees and agents. The KGCL provides that a corporation may indemnify such persons who have been, are, or may become a party to an action, suit or proceeding due to his or her status as a director, officer, employee or agent of the corporation. Further, the KGCL grants authority to a corporation to implement its own broader indemnification policy.

Kansas Limited Liability Companies

Section 17-7670 of the Kansas Revised Limited Liability Company Act (the "KLLCA") provides that subject to such standards and restrictions, if any, as are set forth in its operating agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever. To the extent that a present or former member, manager, officer, employee or agent of a limited liability company has been successful on the merits or otherwise as a plaintiff in an action to determine that the plaintiff is a member of a limited liability company or in defense of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a member, manager, officer, employee or agent of the limited liability company, or is or was serving at the request of the limited liability company as a member, manager, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, or in defense of any claim, issue or matter therein, such member, manager, officer, employee or agent shall be indemnified by the limited liability company against expenses actually and reasonably incurred by such person in connection therewith, including attorney fees.

Nevada Limited Liability Companies

Sections 86.411 and 86.421 of the Nevada Limited-Liability Companies law permit indemnification of any person who was or is a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a manager, member, employee or agent of the company, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Indemnification may not be made for any claim as to which such a person has been adjudged to be liable to the company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper. Nevada Limited-Liability Companies law allows a company to purchase or maintain insurance for members, managers, employees, and agents of the company.

New Hampshire Corporations

The New Hampshire Business Corporation Act (the "NHBCA") provides that a corporation may indemnify an individual made a party to a proceeding because he is or was a director against liability incurred in the proceeding if: (1) he conducted himself in good faith; and (2) he reasonably believed (i) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests; and (ii) in all other cases, that his conduct was at least not opposed to its best interests; and (3) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. A corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of the final disposition of the proceeding if: (1) the director furnishes the corporation a written affirmation of his good faith belief that he has met the standard of conduct described in the preceding sentence; and (2) the director furnishes the corporation an undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet the standard of conduct; and (3) a determination is made that the facts then known to those making the determination would not preclude indemnification. Unless a corporation's articles of incorporation provide otherwise, the corporation may indemnify and advance expense to an officer, employee or agent of the corporation who is not a director to the same extent as to a director. A corporation may not indemnify a director (x) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or (y) in connection with any other proceeding charging improper personal benefit to him, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him. Unless limited by its articles of incorporation, a New Hampshire corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he is or was a director or officer of the corporation against reasonable expenses incurred by him in connection with the proceeding.

New York Limited Liability Companies

Section 420 of the New York Limited Liability Company Law provides that, subject to such standards and restrictions, if any, as are set forth in its operating agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless, and advance expenses to, any member or manager or other person from and against any and all claims and demands whatsoever. However, no indemnification may be made to or on behalf of any member, manager or other person if a judgment or other final adjudication adverse to such member, manager or other person establishes that (i) such person's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or (ii) such person personally gained in fact a financial profit or other advantage to which such person was not legally entitled.

Texas Corporations

Sections 8.101 and 8.102 of the Texas Business Organizations Code ("TBOC") provide that an enterprise may indemnify any governing person (which term excludes officers), former governing person, or a delegate who was, is, or is threatened to be made a respondent or defendant in (i) a threatened, pending, or completed action or other proceeding (whether civil, criminal, administrative, arbitrative, or investigative), (ii) an appeal of such an action or proceeding, or (iii) an inquiry or investigation that could lead to such an action or proceeding against judgments and reasonable expenses actually incurred, which expenses include reasonable attorneys' fees, costs, penalties, settlements, fines, and excises or similar taxes in connection with a proceeding, if that person (x) acted in good faith, (y) reasonably believed, in the case of conduct in that person's official capacity, that the person's conduct was in the enterprise's best interests and, in any other case, that the person's conduct was not opposed to the enterprise's best interests, and (z) in the case of a criminal proceeding, had no reasonable cause to believe the person's conduct was unlawful. With respect to any action in which a person has been found liable to the enterprise or found liable because the person improperly received a personal benefit, indemnification is limited to reasonable expenses actually incurred by that person in connection with the proceeding and will not include a judgment, penalty, fine, excise or similar tax. Indemnification may not be made in relation to a proceeding in which the person has been found liable for willful or intentional misconduct in the performance of the person's duty to the enterprise, breach of the person's duty of loyalty owed to the enterprise or an act or omission not committed in good faith that constitutes a breach of a duty owed by the person to the enterprise. To limit indemnification, liability must be established by an order and all appeals of the order must be exhausted or foreclosed by law. Section 8.105 of the TBOC provides that an enterprise may indemnify a person who is not a governing person, including officers, agents or employees, and, in the case of officers, shall indemnify such officers to the same extent that indemnification is required for a governing person. Section 8.151 of the TBOC provides that an enterprise may purchase or procure or establish and maintain insurance or another arrangement to indemnify and hold harmless an existing or former governing person, delegate, officer, employee or agent against any liability asserted against and incurred by the person in that capacity or arising out of the person's status in that capacity, and such insurance or other arrangement may apply without regard to whether the enterprise otherwise would have had the power to indemnify the person against that liability.

Virginia Corporations

The Virginia Stock Corporation Act (the "VSCA") permits a Virginia corporation to indemnify its directors and officers in connection with certain actions, suits and proceedings brought against them if they acted in good faith and believed their conduct to be in the best interests of the corporation and, in the case of criminal actions, had no reasonable cause to believe that the conduct was unlawful. The VSCA requires such indemnification when a director or officer entirely prevails in the defense of any proceeding to which he or she was a party because he or she is or was a director or officer of the corporation. The VSCA further provides that a Virginia corporation may make any other or further indemnity (including indemnity with respect to a proceeding by or in the right of the corporation), and may make additional provision for advances and reimbursement of expenses, if authorized by its articles of incorporation or shareholder-adopted bylaws, except an indemnity against willful misconduct or a knowing violation of criminal law.

The VSCA establishes a statutory limit on liability of directors and officers of a Virginia corporation for damages assessed against them in a suit brought by the corporation or in its right or brought by or on behalf of shareholders of the corporation and authorizes it, with shareholder approval, to specify a lower monetary limit on liability in the corporation's articles of incorporation or bylaws; the liability of a director or officer, however, shall not be limited if such director or officer engaged in willful misconduct or a knowing violation of the criminal law or of any federal or state securities law.

General

The certificates of incorporation of T-Mobile US, Inc. ("T-Mobile") and T-Mobile USA, Inc. ("T-Mobile USA") each provide for indemnification, to the fullest extent permitted by the DGCL, to any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or officer of T-Mobile or T-Mobile USA, respectively, or is or was serving at the request of T-Mobile or T-Mobile USA, respectively, as a director, officer, or agent of another corporation, limited liability company, or other enterprise, against expenses (including attorneys' fees), judgments, liabilities, losses, fines and amounts paid in settlement reasonably incurred by him in connection with such action, suit or proceeding. Each of T-Mobile and T-Mobile USA applies the provisions of its certificate of incorporation to indemnification of directors and officers of its wholly-owned subsidiaries, including the co-registrants. In addition, the organizational documents governing certain of the co-registrants generally provide directors, managers and officers with similar rights to indemnification to the fullest extent permitted by law.

The certificate of incorporation of T-Mobile provides that no director is liable to T-Mobile or its stockholders for monetary damages for breach of fiduciary duty as a director to the fullest extent permitted by the DGCL.

T-Mobile has entered into indemnification agreements with all of its directors and executive officers and has purchased directors' and officers' liability insurance. Any underwriting agreement may provide for indemnification by the underwriters of the issuer(s), any guarantors and their officers and directors for certain liabilities arising under the Securities Act or otherwise.

Item 16. Exhibits

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

1.1*	Form of Underwriting or Purchase Agreement.
2.1	Business Combination Agreement, dated as of April 29, 2018, by and among T-Mobile US, Inc., Huron Merger Sub LLC, Superior Merger Sub Corporation, Sprint Corporation, Starburst I, Inc., Galaxy Investment Holdings, Inc., and for the limited purposes set forth therein, Deutsche Telekom AG, Deutsche Telekom Holding B.V. and SoftBank Group Corp. (incorporated by reference to Exhibit 2.1 to T-Mobile's Current Report on Form 8-K filed with the SEC on April 30, 2018).
2.2	Amendment No. 1, dated as of July 26, 2019, to the Business Combination Agreement, dated as of April 29, 2018, by and among and among T-Mobile US, Inc., Huron Merger Sub LLC, Superior Merger Sub Corp., Sprint Corporation, Starburst I, Inc., Galaxy Investment Holdings, Inc., and for the limited purposes set forth therein, Deutsche Telekom AG, Deutsche Telekom Holding B.V., and SoftBank Group Corp. (incorporated by reference to Exhibit 2.2 to T-Mobile's Current Report on Form 8-K filed with the SEC on July 26, 2019).
2.3	Amendment No. 2, dated as of February 20, 2020, to the Business Combination Agreement, dated as of April 29, 2018, by and among T-Mobile US, Inc., Huron Merger Sub LLC, Superior Merger Sub Corporation, Sprint Corporation, Starburst I, Inc., Galaxy Investment Holdings, Inc., and for the limited purposes set forth therein, Deutsche Telekom AG, Deutsche Telekom Holding B.V., and SoftBank Group Corp., as amended (incorporated by reference to Exhibit 2.1 to T-Mobile's Current Report on Form 8-K filed with the SEC on February 20, 2020).
2.4	Asset Purchase Agreement, dated as of July 26, 2019, by and among T-Mobile US, Inc., Sprint Corporation and DISH Network Corporation (incorporated by reference to Exhibit 2.1 to T-Mobile's Current Report on Form 8-K filed with the SEC on July 26, 2019).
2.5	First Amendment to the Asset Purchase Agreement, dated June 17, 2020, by and among T-Mobile US, Inc., Sprint Corporation and DISH Network Corporation (incorporated by reference to Exhibit 2.1 to T-Mobile's Current Report on Form 8-K filed with the SEC on June 17, 2020 at 4:46 p.m. Eastern time).
3.1	Fifth Amended and Restated Certificate of Incorporation of T-Mobile US, Inc. (incorporated by reference to Exhibit 3.1 to T-Mobile's Current Report on Form 8-K filed with the SEC on April 1, 2020).
3.2	Seventh Amended and Restated Bylaws of T-Mobile US, Inc. (incorporated by reference to Exhibit 3.2 to T-Mobile's Current Report on Form 8-K filed with the SEC on April 1, 2020).
3.3	Amended and Restated Certificate of Incorporation of T-Mobile USA, Inc. (incorporated by reference to Exhibit 3.3 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.4	Amended and Restated Bylaws of T-Mobile USA, Inc. (incorporated by reference to Exhibit 3.4 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.5	Certificate of Formation of Alda Wireless Holdings, LLC, as amended (incorporated by reference to Exhibit 3.5 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.6	Limited Liability Company Agreement of Alda Wireless Holdings, LLC (incorporated by reference to Exhibit 3.6 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.7	Certificate of Formation of American Telecasting Development, LLC, as amended (incorporated by reference to Exhibit 3.7 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).

3.8	Limited Liability Company Agreement of American Telecasting Development, LLC, as amended (incorporated by reference to Exhibit 3.8 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.9	Certificate of Formation of American Telecasting of Anchorage, LLC, as amended (incorporated by reference to Exhibit 3.9 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.10	Limited Liability Company Agreement of American Telecasting of Anchorage, LLC, as amended (incorporated by reference to Exhibit 3.10 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.11	Certificate of Formation of American Telecasting of Columbus, LLC, as amended (incorporated by reference to Exhibit 3.11 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.12	Limited Liability Company Agreement of American Telecasting of Columbus, LLC, as amended (incorporated by reference to Exhibit 3.12 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.13	Certificate of Formation of American Telecasting of Denver, LLC, as amended (incorporated by reference to Exhibit 3.13 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.14	Limited Liability Company Agreement of American Telecasting of Denver, LLC, as amended (incorporated by reference to Exhibit 3.14 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.15	Certificate of Formation of American Telecasting of Ft. Collins, LLC, as amended (incorporated by reference to Exhibit 3.15 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.16	Limited Liability Company Agreement of American Telecasting of Ft. Collins, LLC, as amended (incorporated by reference to Exhibit 3.16 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.17	Certificate of Formation of American Telecasting of Fort Myers, LLC, as amended (incorporated by reference to Exhibit 3.17 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.18	Limited Liability Company Agreement of American Telecasting of Fort Myers, LLC, as amended (incorporated by reference to Exhibit 3.18 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.19	Certificate of Formation of American Telecasting of Green Bay, LLC, as amended (incorporated by reference to Exhibit 3.19 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.20	Limited Liability Company Agreement of American Telecasting of Green Bay, LLC, as amended (incorporated by reference to Exhibit 3.20 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.21	Certificate of Formation of American Telecasting of Lansing, LLC, as amended (incorporated by reference to Exhibit 3.21 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.22	Limited Liability Company Agreement of American Telecasting of Lansing, LLC, as amended (incorporated by reference to Exhibit 3.22 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.23	Certificate of Formation of American Telecasting of Lincoln, LLC, as amended (incorporated by reference to Exhibit 3.23 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).

3.24	Limited Liability Company Agreement of American Telecasting of Lincoln, LLC, as amended (incorporated by reference to Exhibit 3.24 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.25	Certificate of Formation of American Telecasting of Little Rock, LLC, as amended (incorporated by reference to Exhibit 3.25 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.26	Limited Liability Company Agreement of American Telecasting of Little Rock, LLC, as amended (incorporated by reference to Exhibit 3.26 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.27	Certificate of Formation of American Telecasting of Louisville, LLC, as amended (incorporated by reference to Exhibit 3.27 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.28	Limited Liability Company Agreement of American Telecasting of Louisville, LLC, as amended (incorporated by reference to Exhibit 3.28 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.29	Certificate of Formation of American Telecasting of Medford, LLC, as amended (incorporated by reference to Exhibit 3.29 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.30	Limited Liability Company Agreement of American Telecasting of Medford, LLC, as amended (incorporated by reference to Exhibit 3.30 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.31	Certificate of Formation of American Telecasting of Michiana, LLC, as amended (incorporated by reference to Exhibit 3.31 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.32	Limited Liability Company Agreement of American Telecasting of Michiana, LLC, as amended (incorporated by reference to Exhibit 3.32 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.33	Certificate of Formation of American Telecasting of Monterey, LLC, as amended (incorporated by reference to Exhibit 3.33 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.34	Limited Liability Company Agreement of American Telecasting of Monterey, LLC, as amended (incorporated by reference to Exhibit 3.34 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.35	Certificate of Formation of American Telecasting of Redding, LLC, as amended (incorporated by reference to Exhibit 3.35 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.36	Limited Liability Company Agreement of American Telecasting of Redding, LLC, as amended (incorporated by reference to Exhibit 3.36 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.37	Certificate of Formation of American Telecasting of Santa Barbara, LLC, as amended (incorporated by reference to Exhibit 3.37 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.38	Limited Liability Company Agreement of American Telecasting of Santa Barbara, LLC, as amended (incorporated by reference to Exhibit 3.38 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.39	Certificate of Formation of American Telecasting of Seattle, LLC, as amended (incorporated by reference to Exhibit 3.39 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).

3.40	Limited Liability Company Agreement of American Telecasting of Seattle, LLC, as amended (incorporated by reference to Exhibit 3.40 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.41	Certificate of Formation of American Telecasting of Sheridan, LLC, as amended (incorporated by reference to Exhibit 3.41 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.42	Limited Liability Company Agreement of American Telecasting of Sheridan, LLC, as amended (incorporated by reference to Exhibit 3.42 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.43	Certificate of Formation of American Telecasting of Yuba City, LLC, as amended (incorporated by reference to Exhibit 3.43 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.44	Limited Liability Company Agreement of American Telecasting of Yuba City, LLC, as amended (incorporated by reference to Exhibit 3.44 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.45	Certificate of Formation of APC Realty and Equipment Company, LLC, as amended (incorporated by reference to Exhibit 3.45 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.46	Limited Liability Company Agreement of APC Realty and Equipment Company, LLC (incorporated by reference to Exhibit 3.46 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
4.47	Certificate of Formation of Assurance Wireless of South Carolina, LLC (incorporated by reference to Exhibit 3.47 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.48	Operating Agreement of Assurance Wireless of South Carolina, LLC (incorporated by reference to Exhibit 3.48 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.49	Amended and Restated Certificate of Limited Partnership of Assurance Wireless USA, L.P. (incorporated by reference to Exhibit 3.49 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.50	Limited Partnership Agreement of Assurance Wireless USA, L.P. (f/k/a Virgin Mobile USA, L.P.) (incorporated by reference to Exhibit 3.50 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.51	Certificate of Formation of ATI Sub, LLC (incorporated by reference to Exhibit 3.51 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.52	Limited Liability Company Agreement of ATI Sub, LLC, as amended (incorporated by reference to Exhibit 3.52 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.53	Certificate of Formation of Broadcast Cable, LLC, as amended (incorporated by reference to Exhibit 3.55 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.54	Limited Liability Company Agreement of Broadcast Cable, LLC, as amended (incorporated by reference to Exhibit 3.56 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.55	Articles of Organization of Clear Wireless LLC, as amended (incorporated by reference to Exhibit 3.57 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.56	Limited Liability Company Agreement of Clear Wireless LLC (incorporated by reference to Exhibit 3.58 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.57†	Amendment to the Limited Liability Company Agreement of Clear Wireless LLC.
3.58	Certificate of Formation of Clearwire Communications LLC, as amended (incorporated by reference to Exhibit 3.59 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).

3.59	Second Amended and Restated Agreement of Clearwire Communications LLC (incorporated by reference to Exhibit 3.60 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.60	Articles of Organization of Clearwire Hawaii Partners Spectrum, LLC (incorporated by reference to Exhibit 3.61 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.61	Limited Liability Company Agreement of Clearwire Hawaii Partners Spectrum, LLC (incorporated by reference to Exhibit 3.62 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.62†	Amendment to the Limited Liability Company Agreement of Clearwire Hawaii Partners Spectrum, LLC.
3.63	Articles of Organization of Clearwire IP Holdings LLC (incorporated by reference to Exhibit 3.63 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.64	Limited Liability Company Agreement of Clearwire IP Holdings LLC (incorporated by reference to Exhibit 3.64 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.65	Certificate of Formation of Clearwire Legacy LLC, as amended (incorporated by reference to Exhibit 3.65 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.66	Limited Liability Company Agreement of Clearwire Legacy LLC (f/k/a Clearwire MergerSub LLC) (incorporated by reference to Exhibit 3.66 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.67	Articles of Organization of Clearwire Spectrum Holdings II LLC, as amended (incorporated by reference to Exhibit 3.67 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.68	Limited Liability Company Agreement of Clearwire Spectrum Holdings II LLC (incorporated by reference to Exhibit 3.68 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.69†	Amendment to the Limited Liability Company Agreement of Clearwire Spectrum Holdings II LLC.
3.70	Articles of Organization of Clearwire Spectrum Holdings III LLC, as amended (incorporated by reference to Exhibit 3.69 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.71	Limited Liability Company Agreement of Clearwire Spectrum Holdings III LLC (incorporated by reference to Exhibit 3.70 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.72	Articles of Organization of Clearwire Spectrum Holdings LLC (incorporated by reference to Exhibit 3.71 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.73	Limited Liability Company Agreement of Clearwire Spectrum Holdings LLC (incorporated by reference to Exhibit 3.72 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.74†	Amendment to the Limited Liability Company Agreement of Clearwire Spectrum Holdings LLC.
3.75	Certificate of Formation of Clearwire XOHM LLC, as amended (incorporated by reference to Exhibit 3.73 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.76	Limited Liability Company Agreement of Clearwire XOHM LLC (f/k/a SX Sub, LLC) (incorporated by reference to Exhibit 3.74 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.77	Certificate of Formation of Fixed Wireless Holdings, LLC, as amended (incorporated by reference to Exhibit 3.75 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.78	Limited Liability Company Agreement of Fixed Wireless Holdings, LLC (incorporated by reference to Exhibit 3.76 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).

3.79	Certificate of Formation of Fresno MMDS Associates, LLC, as amended (incorporated by reference to Exhibit 3.77 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.80	Limited Liability Company Agreement of Fresno MMDS Associates, LLC, as amended (incorporated by reference to Exhibit 3.78 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.81	Certificate of Formation of IBSV LLC (incorporated by reference to Exhibit 3.5 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.82	Limited Liability Company Certificate of Amendment of IBSV LLC (incorporated by reference to Exhibit 3.81 to T-Mobile's Post-Effective Amendment No. 1 to Registration Statement on Form S-3, filed on September 3, 2014).
3.83	Limited Liability Company Agreement of IBSV LLC (f/k/a GSV LLC) (incorporated by reference to Exhibit 3.6 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.84	Certificate of Formation of Kennewick Licensing, LLC, as amended (incorporated by reference to Exhibit 3.84 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.85	Amended and Restated Limited Liability Company Agreement of Kennewick Licensing, LLC, as amended (incorporated by reference to Exhibit 3.85 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.86	Certificate of Formation of L3TV Chicagoland Cable System, LLC (incorporated by reference to Exhibit 3.86 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.87	Limited Liability Company Agreement of L3TV Chicagoland Cable System, LLC (incorporated by reference to Exhibit 3.87 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.88	Certificate of Formation of L3TV Colorado Cable System, LLC, as amended (incorporated by reference to Exhibit 3.88 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.89	Limited Liability Company Agreement of L3TV Colorado Cable System, LLC (incorporated by reference to Exhibit 3.89 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.90	Certificate of Formation of L3TV Dallas Cable System, LLC (incorporated by reference to Exhibit 3.90 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.91	Limited Liability Company Agreement of L3TV Dallas Cable System, LLC (incorporated by reference to Exhibit 3.91 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.92	Certificate of Formation of L3TV DC Cable System, LLC (incorporated by reference to Exhibit 3.92 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.93	Limited Liability Company Agreement of L3TV DC Cable System, LLC (incorporated by reference to Exhibit 3.93 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.94	Certificate of Formation of L3TV Detroit Cable System, LLC (incorporated by reference to Exhibit 3.94 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.95	Limited Liability Company Agreement of L3TV Detroit Cable System, LLC (incorporated by reference to Exhibit 3.95 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.96	Certificate of Formation of L3TV Los Angeles Cable System, LLC (incorporated by reference to Exhibit 3.96 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).

3.97	Limited Liability Company Agreement of L3TV Los Angeles Cable System, LLC (incorporated by reference to Exhibit 3.97 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.98	Certificate of Formation of L3TV Minneapolis Cable System, LLC (incorporated by reference to Exhibit 3.98 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.99	Limited Liability Company Agreement of L3TV Minneapolis Cable System, LLC (incorporated by reference to Exhibit 3.99 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.100	Certificate of Formation of L3TV New York Cable System, LLC (incorporated by reference to Exhibit 3.100 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.101	Limited Liability Company Agreement of L3TV New York Cable System, LLC (incorporated by reference to Exhibit 3.101 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.102	Certificate of Formation of L3TV Philadelphia Cable System, LLC (incorporated by reference to Exhibit 3.102 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.103	Limited Liability Company Agreement of L3TV Philadelphia Cable System, LLC (incorporated by reference to Exhibit 3.103 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.104	Certificate of Formation of L3TV San Francisco Cable System, LLC (incorporated by reference to Exhibit 3.104 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.105	Limited Liability Company Agreement of L3TV San Francisco Cable System, LLC (incorporated by reference to Exhibit 3.105 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.106	Certificate of Formation of L3TV Seattle Cable System, LLC (incorporated by reference to Exhibit 3.106 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.107	Limited Liability Company Agreement of L3TV Seattle Cable System, LLC (incorporated by reference to Exhibit 3.107 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.108†	Certificate of Formation of Layer3 TV, LLC.
3.109†	Limited Liability Company Agreement of Layer3 TV, LLC.
3.110	Certificate of Formation of MetroPCS California, LLC, as amended (incorporated by reference to Exhibit 3.55 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.111	Amended and Restated Limited Liability Company Agreement of MetroPCS California, LLC (incorporated by reference to Exhibit 3.56 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.112	Certificate of Formation of MetroPCS Florida, LLC (incorporated by reference to Exhibit 3.57 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.113	Amended and Restated Limited Liability Company Agreement of MetroPCS Florida, LLC (incorporated by reference to Exhibit 3.58 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.114	Certificate of Formation of MetroPCS Georgia, LLC (incorporated by reference to Exhibit 3.59 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).

3.115	Amended and Restated Limited Liability Company Agreement of MetroPCS Georgia, LLC (incorporated by reference to Exhibit 3.60 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.116	Certificate of Formation of MetroPCS Massachusetts, LLC (incorporated by reference to Exhibit 3.61 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.117	Amended and Restated Limited Liability Company Agreement of MetroPCS Massachusetts, LLC (incorporated by reference to Exhibit 3.62 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.118	Certificate of Formation of MetroPCS Michigan, LLC (incorporated by reference to Exhibit 3.63 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.119	Limited Liability Company Agreement of MetroPCS Michigan, LLC (incorporated by reference to Exhibit 3.64 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.120	Certificate of Formation of MetroPCS Nevada, LLC (incorporated by reference to Exhibit 3.65 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.121	Amended and Restated Limited Liability Company Agreement of MetroPCS Nevada, LLC (incorporated by reference to Exhibit 3.66 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.122	Certificate of Formation of MetroPCS New York, LLC (incorporated by reference to Exhibit 3.67 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.123	Amended and Restated Limited Liability Company Agreement of MetroPCS New York, LLC (incorporated by reference to Exhibit 3.68 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.124	Certificate of Formation of MetroPCS Pennsylvania, LLC (incorporated by reference to Exhibit 3.69 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.125	Amended and Restated Limited Liability Company Agreement of MetroPCS Pennsylvania, LLC (incorporated by reference to Exhibit 3.70 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.126	Certificate of Formation of MetroPCS Texas, LLC (incorporated by reference to Exhibit 3.71 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.127	Second Amended and Restated Limited Liability Company Agreement of MetroPCS Texas, LLC (incorporated by reference to Exhibit 3.72 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.128	Certificate of Formation of MetroPCS Networks California, LLC, as amended (incorporated by reference to Exhibit 3.75 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.129	Amended and Restated Limited Liability Company Agreement of MetroPCS Networks California, LLC (incorporated by reference to Exhibit 3.76 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.130	Certificate of Formation of MetroPCS Networks Florida, LLC, as amended (incorporated by reference to Exhibit 3.77 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.131	Amended and Restated Limited Liability Company Agreement of MetroPCS Networks Florida, LLC (incorporated by reference to Exhibit 3.78 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.132	Certificate of Formation of MinorCo, LLC (incorporated by reference to Exhibit 3.132 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.133	Operating Agreement of MinorCo, LLC (incorporated by reference to Exhibit 3.133 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).

3.134	Certificate of Incorporation of Nextel Communications of the Mid-Atlantic, Inc., as amended (incorporated by reference to Exhibit 3.134 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.135	By-Laws of Nextel Communications of the Mid-Atlantic, Inc (incorporated by reference to Exhibit 3.135 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.136	Restated Certificate of Incorporation of Nextel of New York, Inc. (incorporated by reference to Exhibit 3.136 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.137	Bylaws of Nextel of New York, Inc. (f/k/a Smart SMR of New York, Inc.) (incorporated by reference to Exhibit 3.137 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.138	Certificate of Formation of Nextel Retail Stores, LLC (incorporated by reference to Exhibit 3.138 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.139	Limited Liability Company Agreement of Nextel Retail Stores, LLC (incorporated by reference to Exhibit 3.139 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.140	Amended and Restated Certificate of Incorporation of Nextel South Corp., as amended (incorporated by reference to Exhibit 3.140 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.141	By-Laws of Nextel South Corp. (f/k/a Dial Call, Inc.) (incorporated by reference to Exhibit 3.141 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.142	Certificate of Formation of Nextel Systems, LLC (incorporated by reference to Exhibit 3.142 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.143	Operating Agreement of Nextel Systems, LLC (incorporated by reference to Exhibit 3.143 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.144	Certificate of Incorporation of Nextel West Corp., as amended (incorporated by reference to Exhibit 3.144 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.145	Amended and Restated Bylaws of Nextel West Corp. (incorporated by reference to Exhibit 3.145 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.146	Certificate of Formation of NSAC, LLC, as amended (incorporated by reference to Exhibit 3.146 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.147	Amended and Restated Limited Liability Company Agreement of NSAC, LLC, as amended (incorporated by reference to Exhibit 3.147 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.148	Certificate of Formation of PCTV Gold II, LLC (incorporated by reference to Exhibit 3.148 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.149	Amended and Restated Limited Liability Company Agreement of PCTV Gold II, LLC, as amended (incorporated by reference to Exhibit 3.149 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.150	Certificate of Formation of PCTV Sub, LLC, as amended (incorporated by reference to Exhibit 3.150 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.151	Limited Liability Company Agreement of PCTV Sub, LLC, as amended (incorporated by reference to Exhibit 3.151 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.152	Certificate of Formation of People's Choice TV of Houston, LLC (incorporated by reference to Exhibit 3.152 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).

3.153	Limited Liability Company Agreement of People's Choice TV of Houston, LLC, as amended (incorporated by reference to Exhibit 3.153 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.154	Certificate of Formation of People's Choice TV of St. Louis, LLC (incorporated by reference to Exhibit 3.154 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.155	Limited Liability Company Agreement of People's Choice TV of St. Louis, LLC, as amended (incorporated by reference to Exhibit 3.155 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.156	Certificate of Formation of PRWireless PR, LLC (incorporated by reference to Exhibit 3.156 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.157	Limited Liability Company Agreement of PRWireless PR, LLC (incorporated by reference to Exhibit 3.157 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.158	Second Amended and Restated Certificate of Incorporation of PushSpring, Inc. (incorporated by reference to Exhibit 3.158 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.159	Amended and Restated Bylaws of PushSpring, Inc. (incorporated by reference to Exhibit 3.159 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020)
3.160	Certificate of Formation of SFE 1, LLC (incorporated by reference to Exhibit 3.160 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.161	Second Amended and Restated Limited Liability Company Agreement of SFE 1, LLC (incorporated by reference to Exhibit 3.161 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.162	Articles of Incorporation of SIHI New Zealand Holdco, Inc., as amended (incorporated by reference to Exhibit 3.164 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.163	Bylaws of SIHI New Zealand Holdco, Inc. (incorporated by reference to Exhibit 3.165 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.164	Certificate of Formation of SpeedChoice of Detroit, LLC (incorporated by reference to Exhibit 3.168 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.165	Limited Liability Company Agreement of SpeedChoice of Detroit, LLC, as amended (incorporated by reference to Exhibit 3.169 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.166	Certificate of Formation of SpeedChoice of Phoenix, LLC (incorporated by reference to Exhibit 3.170 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.167	Limited Liability Company Agreement of SpeedChoice of Phoenix, LLC, as amended (incorporated by reference to Exhibit 3.171 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.168	Certificate of Formation of Sprint (Bay Area), LLC (incorporated by reference to Exhibit 3.172 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.169	Limited Liability Company Agreement of Sprint (Bay Area), LLC, as amended (incorporated by reference to Exhibit 3.173 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).

3.170	Certificate of Incorporation of Sprint Capital Corporation, as amended (incorporated by reference to Exhibit 3.174 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.171	Bylaws of Sprint Capital Corporation (incorporated by reference to Exhibit 3.175 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.172	Amended and Restated Articles of Incorporation of Sprint Communications, Inc., as amended (incorporated by reference to Exhibit 3.176 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.173	Amended and Restated Bylaws of Sprint Communications, Inc. (incorporated by reference to Exhibit 3.177 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.174†	Certificate of Limited Partnership of Sprint Communications Company L.P., as amended.
3.175	Amended and Restated Agreement of Limited Partnership of Sprint Communications Company L.P. (f/k/a US Sprint Communications Company Limited Partnership) (incorporated by reference to Exhibit 3.179 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.176	Articles of Incorporation of Sprint Communications Company of New Hampshire, Inc., as amended (incorporated by reference to Exhibit 3.180 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.177	Bylaws of Sprint Communications Company of New Hampshire, Inc. (f/k/a US Sprint Communications Company of New Hampshire, Inc.), as amended (incorporated by reference to Exhibit 3.181 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.178†	Articles of Incorporation of Sprint Communications Company of Virginia, Inc., as amended.
3.179	Bylaws of Sprint Communications Company of Virginia, Inc. (f/k/a U.S. Telephone of Virginia, Inc.), as amended (incorporated by reference to Exhibit 3.183 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.180	Amended and Restated Certificate of Incorporation of Sprint Corporation, a Delaware corporation (incorporated by reference to Exhibit 3.186 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.181	Amended and Restated Bylaws of Sprint Corporation, a Delaware corporation (incorporated by reference to Exhibit 3.187 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.182	Articles of Incorporation of Sprint eBusiness, Inc., as amended (incorporated by reference to Exhibit 3.192 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.183	Bylaws of Sprint eBusiness, Inc. (incorporated by reference to Exhibit 3.193 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.184	Articles of Incorporation of Sprint Enterprise Network Services, Inc. (incorporated by reference to Exhibit 3.196 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.185	Bylaws of Sprint Enterprise Network Services, Inc. (f/k/a Pen Enterprises, Inc.) (incorporated by reference to Exhibit 3.197 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.186	Articles of Incorporation of Sprint eWireless, Inc., as amended (incorporated by reference to Exhibit 3.198 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).

3.187	Bylaws of Sprint eWireless, Inc. (incorporated by reference to Exhibit 3.199 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.188	Restated Certificate of Incorporation of Sprint International Communications Corporation, as amended (incorporated by reference to Exhibit 3.200 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.189	Bylaws of Sprint International Communications Corporation (f/k/a Telenet Communications Corporation), as amended (incorporated by reference to Exhibit 3.201 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.190	Articles of Incorporation of Sprint International Holding, Inc., as amended (incorporated by reference to Exhibit 3.202 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.191	Bylaws of Sprint International Holding, Inc. (incorporated by reference to Exhibit 3.203 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.192	Certificate of Incorporation of Sprint International Incorporated, as amended (incorporated by reference to Exhibit 3.204 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.193	Bylaws of Sprint International Incorporated (f/k/a GTE Communications Network Systems Incorporated) (incorporated by reference to Exhibit 3.205 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.194	Certificate of Formation of Sprint International Network Company LLC (incorporated by reference to Exhibit 3.206 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.195	Operating Agreement of Sprint International Network Company LLC (incorporated by reference to Exhibit 3.207 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.196	Amended and Restated Certificate of Formation of Sprint PCS Assets, L.L.C. (incorporated by reference to Exhibit 3.208 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.197	Operating Agreement of Sprint PCS Assets, L.L.C. (f/k/a Cox PCS Assets, L.L.C.) (incorporated by reference to Exhibit 3.209 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.198	Certificate of Incorporation of Sprint Solutions, Inc. (incorporated by reference to Exhibit 3.210 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.199	Bylaws of Sprint Solutions, Inc. (incorporated by reference to Exhibit 3.211 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.200	Certificate of Formation of Sprint Spectrum Holding Company, LLC (incorporated by reference to Exhibit 3.212 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.201	Operating Agreement of Sprint Spectrum Holding Company, LLC, as amended (incorporated by reference to Exhibit 3.213 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.202	Certificate of Limited Partnership of Sprint Spectrum L.P., as amended (incorporated by reference to Exhibit 3.214 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.203	Agreement of Limited Partnership of Sprint Spectrum L.P. (f/k/a MajorCo Sub, L.P.), as amended (incorporated by reference to Exhibit 3.215 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.204	Certificate of Formation of Sprint Spectrum Realty Company, LLC (incorporated by reference to Exhibit 3.216 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).

3.205	Operating Agreement of Sprint Spectrum Realty Company, LLC (incorporated by reference to Exhibit 3.217 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.206	Articles of Incorporation of Sprint/United Management Company, as amended (incorporated by reference to Exhibit 3.218 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.207	Amended and Restated Bylaws of Sprint/United Management Company (incorporated by reference to Exhibit 3.219 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.208	Articles of Incorporation of SprintCom, Inc., as amended (incorporated by reference to Exhibit 3.220 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.209	Bylaws of SprintCom, Inc. (incorporated by reference to Exhibit 3.221 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.210	Certificate of Formation of T-Mobile Central LLC, as amended (incorporated by reference to Exhibit 3.25 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.211	Limited Liability Company Agreement of T-Mobile Central LLC (incorporated by reference to Exhibit 3.26 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.212	Certificate of Formation of T-Mobile Financial LLC (incorporated by reference to Exhibit 3.79 to T-Mobile's Post-Effective Amendment No. 1 to Registration Statement on Form S-3, filed on September 3, 2014).
3.213	Limited Liability Company Agreement of T-Mobile Financial LLC (incorporated by reference to Exhibit 3.80 to T-Mobile's Post-Effective Amendment No. 1 to Registration Statement on Form S-3, filed on September 3, 2014).
3.214†	Certificate of Formation of T-Mobile Innovations LLC.
3.215†	Limited Liability Company Agreement of T-Mobile Innovations LLC.
3.216	Certificate of Formation of T-Mobile Leasing LLC (incorporated by reference to Exhibit 3.82 to T-Mobile's Post-Effective Amendment No. 2 to Registration Statement on Form S-3, filed on November 2, 2015).
3.217	Limited Liability Company Agreement of T-Mobile Leasing LLC (incorporated by reference to Exhibit 3.83 to T-Mobile's Post-Effective Amendment No. 2 to Registration Statement on Form S-3, filed on November 2, 2015).
3.218	Certificate of Formation of T-Mobile License LLC (incorporated by reference to Exhibit 3.27 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.219	Limited Liability Company Agreement of T-Mobile License LLC (incorporated by reference to Exhibit 3.28 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.220	Certificate of Formation of T-Mobile Northeast LLC (incorporated by reference to Exhibit 3.29 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.221	Limited Liability Company Agreement of T-Mobile Northeast LLC (incorporated by reference to Exhibit 3.30 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.222	Certificate of Formation of T-Mobile PCS Holdings LLC, as amended (incorporated by reference to Exhibit 3.31 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.223	Limited Liability Company Agreement of T-Mobile PCS Holdings LLC (incorporated by reference to Exhibit 3.32 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.224	Certificate of Formation of T-Mobile Puerto Rico Holdings LLC, as amended (incorporated by reference to Exhibit 3.33 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.225	Limited Liability Company Agreement of T-Mobile Puerto Rico Holdings LLC (incorporated by reference to Exhibit 3.34 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).

3.226	Certificate of Formation of T-Mobile Puerto Rico LLC, as amended (incorporated by reference to Exhibit 3.35 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.227	Amended and Restated Limited Liability Company Agreement of T-Mobile Puerto Rico LLC (incorporated by reference to Exhibit 3.36 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.228†	Certificate of Formation of T-Mobile Resources LLC.
3.229†	Limited Liability Company Agreement of T-Mobile Resources LLC.
3.230	Certificate of Formation of T-Mobile South LLC (incorporated by reference to Exhibit 3.39 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.231	Limited Liability Company Agreement of T-Mobile South LLC (incorporated by reference to Exhibit 3.40 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.232	Certificate of Formation of T-Mobile West LLC (incorporated by reference to Exhibit 3.43 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.233	Limited Liability Company Agreement of T-Mobile West LLC (incorporated by reference to Exhibit 3.44 to T-Mobile's Registration Statement on Form S-4, filed on December 13, 2013).
3.234	Certificate of Formation of TDI Acquisition Sub, LLC (incorporated by reference to Exhibit 3.248 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.235	Limited Liability Company Agreement of TDI Acquisition Sub, LLC, as amended (incorporated by reference to Exhibit 3.249 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.236	Certificate of Incorporation of Theory Mobile, Inc., as amended (incorporated by reference to Exhibit 3.250 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.237	Bylaws of Theory Mobile, Inc. (incorporated by reference to Exhibit 3.251 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.238	Certificate of Formation of T-Mobile International LLC (f/k/a T-Mobile Subsidiary IV LLC) (incorporated by reference to Exhibit 3.244 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.239†	Certificate of Amendment of TMUS International LLC.
3.240†	Amended and Restated Limited Liability Company Agreement of TMUS International LLC.
3.241	Certificate of Formation of Transworld Telecom II, LLC (incorporated by reference to Exhibit 3.252 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.242	Limited Liability Company Agreement of Transworld Telecom II, LLC, as amended (incorporated by reference to Exhibit 3.253 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.243†	Certificate of Formation of TVN Ventures LLC.
3.244†	Limited Liability Company Agreement of TVN Ventures LLC.
3.245	Articles of Incorporation of USST of Texas, Inc., as amended (incorporated by reference to Exhibit 3.256 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.246	Bylaws of USST of Texas, Inc. (incorporated by reference to Exhibit 3.257 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.247	Articles of Organization of Utelcom LLC (incorporated by reference to Exhibit 3.258 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.248	Operating Agreement of Utelcom LLC, as amended (incorporated by reference to Exhibit 3.259 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.249	Certificate of Formation of VMU GP, LLC, as amended (incorporated by reference to Exhibit 3.262 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).

3.250	Amended and Restated Limited Liability Company Agreement of VMU GP, LLC (incorporated by reference to Exhibit 3.263 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.251	Certificate of Formation of WBS of America, LLC (incorporated by reference to Exhibit 3.264 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.252	Limited Liability Company Agreement of WBS of America, LLC, as amended (incorporated by reference to Exhibit 3.265 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.253	Certificate of Formation of WBS of Sacramento, LLC (incorporated by reference to Exhibit 3.266 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.254	Limited Liability Company Agreement of WBS of Sacramento, LLC, as amended (incorporated by reference to Exhibit 3.267 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.255	Certificate of Formation of WBSY Licensing, LLC (incorporated by reference to Exhibit 3.268 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.256	Limited Liability Company Agreement of WBSY Licensing, LLC, as amended (incorporated by reference to Exhibit 3.269 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.257	Certificate of Formation of WCOF, LLC (incorporated by reference to Exhibit 3.270 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.258	Amended and Restated Limited Liability Company Agreement of WCOF, LLC, as amended (incorporated by reference to Exhibit 3.271 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.259	Certificate of Formation of Wireless Broadband Services of America, L.L.C. (incorporated by reference to Exhibit 3.272 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.260	Amended and Restated Limited Liability Company Agreement of Wireless Broadband Services of America, L.L.C., as amended (incorporated by reference to Exhibit 3.273 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.261	Certificate of Incorporation of Wireline Leasing Co., Inc. (incorporated by reference to Exhibit 3.274 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.262	Bylaws of Wireline Leasing Co., Inc. (incorporated by reference to Exhibit 3.275 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.263	Certificate of Amendment to Certificate of Formation of IBSV LLC (incorporated by reference to Exhibit 3.276 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.264	Certificate of Merger Merging MetroPCS Finance California, LLC with and into MetroPCS California, LLC (incorporated by reference to Exhibit 3.277 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.265	Certificate of Merger of PCS81, LLC and MetroPCS Georgia, LLC (incorporated by reference to Exhibit 3.278 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.266	Certificate of Merger Merging MetroPCS Finance Massachusetts, LLC with and into MetroPCS Massachusetts, LLC (incorporated by reference to Exhibit 3.279 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.267	Certificate of Merger Merging Royal Street BTA 262, LLC with and into MetroPCS Networks California, LLC (incorporated by reference to Exhibit 3.280 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).

3.268	Certificates of Merger of MetroPCS Networks Florida, LLC (incorporated by reference to Exhibit 3.281 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.269	Certificate of Merger Merging MetroPCS Finance New York, LLC with and into MetroPCS New York, LLC (incorporated by reference to Exhibit 3.282 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.270	Certificate of Merger Merging MetroPCS Finance Pennsylvania, LLC with and into MetroPCS Pennsylvania, LLC (incorporated by reference to Exhibit 3.283 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.271	Certificate of Merger Merging MetroPCS Finance Texas, LLC with and into MetroPCS Texas, LLC (incorporated by reference to Exhibit 3.284 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.272	Certificates of Merger of T-Mobile Central LLC (incorporated by reference to Exhibit 3.285 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.273	Certificates of Merger of T-Mobile License LLC (incorporated by reference to Exhibit 3.286 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.274	Certificates of Merger of T-Mobile Northeast LLC (incorporated by reference to Exhibit 3.287 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.275	Certificate of Merger of T-Mobile Puerto Rico LLC (incorporated by reference to Exhibit 3.288 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.276	Certificates of Merger of T-Mobile South LLC (incorporated by reference to Exhibit 3.289 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
3.277	Certificate of Merger of T-Mobile USA, Inc. (incorporated by reference to Exhibit 3.290 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).
4.1	Indenture, dated as of April 28, 2013, among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.1 to T-Mobile's Current Report on Form 8-K filed with the SEC on May 2, 2013).
4.2	Eleventh Supplemental Indenture, dated as of May 1, 2013, among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.12 to T-Mobile's Current Report on Form 8-K filed with the SEC on May 2, 2013).
4.3	Sixteenth Supplemental Indenture, dated as of August 11, 2014, by and among T-Mobile USA, Inc., the guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.3 to T-Mobile's Quarterly Report on Form 10-Q filed with the SEC on October 28, 2014).
4.4	Nineteenth Supplemental Indenture, dated as of September 28, 2015, by and among T-Mobile USA, Inc., T-Mobile Leasing LLC, the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.3 to T-Mobile's Quarterly Report on Form 10-Q filed with the SEC on October 27, 2015).
4.5	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 T-Mobile's Current Report on Form 8-K, filed on April 28, 2017).
4.6	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 T-Mobile's Current Report on Form 8-K, filed on April 28, 2017).
4.7	Thirty-Fourth Supplemental Indenture, dated as of April 26, 2018, by and among T-Mobile USA, Inc., T-Mobile US, Inc., the other guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.5 to T-Mobile's Quarterly Report on Form 10-Q, filed with the SEC on May 1, 2018).

4.8	Thirty-Fifth Supplemental Indenture, dated as of April 30, 2018, 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 4.500% Senior Note due 2026-1 (incorporated by reference to Exhibit 4.1 to T-Mobile's Current Report on Form 8-K, filed on May 4, 2018).
4.9	Thirty-Sixth Supplemental Indenture, dated as of April 30, 2018, 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 4.750% Senior Note due 2028-1 (incorporated by reference to Exhibit 4.2 to T-Mobile's Current Report on Form 8-K, filed on May 4, 2018).
4.10	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 (incorporated by reference to Exhibit 4.1 to T-Mobile's Current Report on Form 8-K filed with the SEC on May 21, 2018).
4.11	Thirty-Eighth Supplemental Indenture, dated as of December 20, 2018, by and among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas (incorporated by reference to Exhibit 4.1 to T-Mobile's Current Report on Form 8-K filed with the SEC on December 21, 2018).
4.12	Fortieth Supplemental Indenture, dated as of September 27, 2019, by and among T-Mobile USA, Inc., T-Mobile US, Inc., the other guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.1 to T-Mobile's Quarterly Report on Form 10-Q filed with the SEC on October 28, 2019).
4.13	Forty-First Supplemental Indenture, dated as of April 1, 2020, by and among T-Mobile USA, Inc., T-Mobile US, Inc., the other guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.12 to T-Mobile's Quarterly Report on Form 10-Q filed with the SEC on August 6, 2020).
4.14	Forty-Second Supplemental Indenture, dated as of May 7, 2020, by and among T-Mobile USA, Inc., T-Mobile US, Inc., the other guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.13 to Amendment No. 1 to T-Mobile's Quarterly Report on Form 10-Q filed with the SEC on August 10, 2020).
4.15†	Forty-Ninth Supplemental Indenture, dated as of March 30, 2021, by and among T-Mobile USA, Inc., T-Mobile US, Inc., the other guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.
4.16	Indenture, dated as of April 9, 2020, by and among T-Mobile USA, Inc., T-Mobile US, Inc. and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.1 to T-Mobile's Current Report on Form 8-K filed with the SEC on April 13, 2020).
4.17	Sixth Supplemental Indenture, dated as of May 7, 2020, by and among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.7 to Amendment No. 1 to T-Mobile's Quarterly Report on Form 10-Q filed with the SEC on August 10, 2020).
4.18†	Eighteenth Supplemental Indenture, dated as of March 30, 2021, by and among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.
5.1†	Opinion of Fried, Frank, Harris, Shriver & Jacobson LLP.
22.1†	List of Guarantor Subsidiaries and Issuers of Guaranteed Securities and Affiliates Whose Securities Collateralize Securities of the Registrant.
23.1†	Consent of Fried, Frank, Harris, Shriver & Jacobson LLP (included in Exhibit 5.1).
23.2†	Consent of PricewaterhouseCoopers LLP.
23.3†	Consent of Deloitte & Touche LLP.
24.1†	Powers of Attorney (included on the signature pages hereof).
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of Deutsche Bank Trust Company Americas, as Trustee under the Indenture, dated as of April 28, 2013 (incorporated by reference to Exhibit 3.5 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).

25.2	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of Deutsche Bank Trust Company Americas, as Trustee under the Indenture, dated as of April 9, 2020 (incorporated by reference to Exhibit 3.5 to T-Mobile's Registration Statement on Form S-3 filed with the SEC on September 28, 2020).

* To be filed, if necessary, as an exhibit to a post-effective amendment to this registration statement or as an exhibit to a Current Report on Form 8-K or other report to be filed by the Company pursuant to Section 13(a) or 15(d) of the Exchange Act and incorporated herein by reference.

† Filed herewith.

The registrant agrees to furnish to the Securities and Exchange Commission upon request a copy of any long-term debt instruments that have been omitted pursuant to Item 601(b)(4)(iii)(A) of Regulation S-K.

Item 17. Undertakings

(a) The undersigned registrant hereby undertakes:

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

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

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

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

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

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

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

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

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

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

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

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

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

T-MOBILE US, INC.

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
* G. Michael Sievert	President and Chief Executive Officer (Principal Executive Officer) and Director	March 30, 2021
* Peter Osvaldik	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
* Dara Bazzano	Senior Vice President, Finance and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

Signature	Title	Date
/s/ Timotheus Höttges Timotheus Höttges	Chairman of the Board of Directors	March 30, 2021
/s/ Marcelo Claure Marcelo Claure	Director	March 30, 2021
/s/ Srikant M. Datar Srikant M. Datar	Director	March 30, 2021
/s/ Lawrence H. Guffey Lawrence H. Guffey	Director	March 30, 2021
/s/ Christian P. Illek Christian P. Illek	Director	March 30, 2021
/s/ Stephen R. Kappes Stephen R. Kappes	Director	March 30, 2021
/s/ Raphael Kübler Raphael Kübler	Director	March 30, 2021
/s/ Thorsten Langheim Thorsten Langheim	Director	March 30, 2021
/s/ Teresa A. Taylor Teresa A. Taylor	Director	March 30, 2021
/s/ Kelvin R. Westbrook Kelvin R. Westbrook	Director	March 30, 2021

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

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

Signature	Title	Date
/s/ Dominique Leroy Dominique Leroy	Director	March 30, 2021
/s/ Omar Tazi Omar Tazi	Director	March 30, 2021
/s/ Michael Wilkens Michael Wilkens	Director	March 30, 2021

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

T-MOBILE USA, INC.

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
* G. Michael Sievert	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
* Peter Osvaldik	Executive Vice President and Chief Financial Officer (Principal Financial Officer) and Director	March 30, 2021
* Dara Bazzano	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
/s/ David A. Miller David A. Miller	Director	March 30, 2021

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

ASSURANCE WIRELESS OF SOUTH CAROLINA, LLC

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
* G. Michael Sievert	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
* Peter Osvaldik	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
* Dara Bazzano	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
* G. Michael Sievert	President and Chief Executive Officer of Assurance Wireless USA, L.P., the Registrant's Member	March 30, 2021

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

AMERICAN TELECASTING DEVELOPMENT, LLC
ATI SUB, LLC
CLEARWIRE LEGACY LLC
CLEARWIRE SPECTRUM HOLDINGS III LLC
NSAC, LLC
TDI ACQUISITION SUB, LLC

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
* G. Michael Sievert	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
* Peter Osvaldik	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
* Dara Bazzano	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
* G. Michael Sievert	President and Chief Executive Officer of Clearwire Communications LLC, the Registrant's Member	March 30, 2021

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

CLEARWIRE SPECTRUM HOLDINGS II LLC
CLEARWIRE SPECTRUM HOLDINGS LLC
FIXED WIRELESS HOLDINGS, LLC

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
* G. Michael Sievert	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
* Peter Osvaldik	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
* Dara Bazzano	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
* G. Michael Sievert	President and Chief Executive Officer of Clearwire Legacy LLC, the Registrant's Member	March 30, 2021

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

BROADCAST CABLE, LLC
KENNEWICK LICENSING, LLC
WBSY LICENSING, LLC

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
* G. Michael Sievert	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
* Peter Osvaldik	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
* Dara Bazzano	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
* G. Michael Sievert	President and Chief Executive Officer of Clearwire XOHM LLC, the Registrant's Manager	March 30, 2021

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

ALDA WIRELESS HOLDINGS, LLC
AMERICAN TELECASTING OF COLUMBUS, LLC
AMERICAN TELECASTING OF DENVER, LLC
AMERICAN TELECASTING OF FORT MYERS, LLC
AMERICAN TELECASTING OF FT. COLLINS, LLC
AMERICAN TELECASTING OF GREEN BAY, LLC
AMERICAN TELECASTING OF LANSING, LLC
AMERICAN TELECASTING OF LINCOLN, LLC
AMERICAN TELECASTING OF LOUISVILLE, LLC
AMERICAN TELECASTING OF MEDFORD, LLC
AMERICAN TELECASTING OF MICHIANA, LLC
AMERICAN TELECASTING OF MONTEREY, LLC
AMERICAN TELECASTING OF REDDING, LLC
AMERICAN TELECASTING OF SANTA BARBARA, LLC
AMERICAN TELECASTING OF SHERIDAN, LLC
AMERICAN TELECASTING OF YUBA CITY, LLC
CLEARWIRE HAWAII PARTNERS SPECTRUM, LLC
FRESNO MMDS ASSOCIATES, LLC
PCTV GOLD II, LLC
PCTV SUB, LLC
PEOPLE'S CHOICE TV OF HOUSTON, LLC
PEOPLE'S CHOICE TV OF ST. LOUIS, LLC
SPEEDCHOICE OF DETROIT, LLC
SPEEDCHOICE OF PHOENIX, LLC
SPRINT (BAY AREA), LLC
TRANSWORLD TELECOM II, LLC
WBS OF AMERICA, LLC
WBS OF SACRAMENTO, LLC
WCOF, LLC
WIRELESS BROADBAND SERVICES OF AMERICA, L.L.C.

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
*	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
G. Michael Sievert		
*	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
Peter Osvaldik		
*	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
Dara Bazzano		
*	President and Chief Executive Officer of Clearwire XOHM LLC, the Registrant's Member	March 30, 2021
G. Michael Sievert		

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

IBSV LLC
L3TV DETROIT CABLE SYSTEM, LLC
L3TV MINNEAPOLIS CABLE SYSTEM, LLC
L3TV PHILADELPHIA CABLE SYSTEM, LLC
L3TV SAN FRANCISCO CABLE SYSTEM, LLC
L3TV SEATTLE CABLE SYSTEM, LLC
LAYER3 TV, LLC
SFE 1, LLC
T-MOBILE LICENSE LLC
T-MOBILE NORTHEAST LLC
T-MOBILE PUERTO RICO HOLDINGS LLC
T-MOBILE PUERTO RICO LLC
T-MOBILE RESOURCES LLC
T-MOBILE SOUTH LLC
T-MOBILE WEST LLC
TMUS INTERNATIONAL LLC

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
*	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
G. Michael Sievert		
*	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
Peter Osvaldik		
*	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
Dara Bazzano		

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

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

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

Signature	Title	Date
/s/ David A. Miller	Manager	March 30, 2021
David A. Miller		

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

L3TV CHICAGOLAND CABLE SYSTEM, LLC
L3TV COLORADO CABLE SYSTEM, LLC
L3TV DALLAS CABLE SYSTEM, LLC
L3TV DC CABLE SYSTEM, LLC
L3TV LOS ANGELES CABLE SYSTEM, LLC
L3TV NEW YORK CABLE SYSTEM, LLC

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
* G. Michael Sievert	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
* Peter Osvaldik	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
* Dara Bazzano	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
* G. Michael Sievert	President and Chief Executive Officer of Layer3 TV, LLC, the Registrant's Manager	March 30, 2021

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

CLEARWIRE XOHM LLC

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
*	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
G. Michael Sievert		
*	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
Peter Osvaldik		
*	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
Dara Bazzano		
*	President and Chief Executive Officer of Nextel West Corp., the Registrant's Member	March 30, 2021
G. Michael Sievert		

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC.
NEXTEL OF NEW YORK, INC.
NEXTEL SOUTH CORP.
NEXTEL WEST CORP.
PUSHSPRING, INC.
SIHI NEW ZEALAND HOLDCO, INC.
SPRINT CAPITAL CORPORATION
SPRINT COMMUNICATIONS, INC.
SPRINT COMMUNICATIONS COMPANY OF NEW HAMPSHIRE, INC.
SPRINT COMMUNICATIONS COMPANY OF VIRGINIA, INC.
SPRINT CORPORATION
SPRINT EBUSINESS, INC.
SPRINT ENTERPRISE NETWORK SERVICES, INC.
SPRINT EWIRELESS, INC.
SPRINT INTERNATIONAL COMMUNICATIONS CORPORATION
SPRINT INTERNATIONAL HOLDING, INC.
SPRINT INTERNATIONAL INCORPORATED
SPRINT SOLUTIONS, INC.
SPRINT/UNITED MANAGEMENT COMPANY
THEORY MOBILE, INC.
USST OF TEXAS, INC.
WIRELINE LEASING CO., INC.

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
*	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
G. Michael Sievert		
*	Executive Vice President and Chief Financial Officer (Principal Financial Officer) and Director	March 30, 2021
Peter Osvaldik		
*	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
Dara Bazzano		
/s/ David A. Miller	Director	March 30, 2021
David A. Miller		

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

SPRINTCOM, INC.

By: /s/ Peter Osvaldik
Name: Peter Osvaldik
Title: President and Treasurer

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

Signature	Title	Date
*	President and Treasurer (Principal Executive Officer and Principal Financial Officer) and Director	March 30, 2021
Peter Osvaldik		
*	Assistant Controller (Principal Accounting Officer)	March 30, 2021
Dara Bazzano		
/s/ David A. Miller	Director	March 30, 2021
David A. Miller		

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

T-MOBILE FINANCIAL LLC
T-MOBILE LEASING LLC

By: /s/ Peter Osvaldik
Name: Peter Osvaldik
Title: President and Treasurer

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

Signature	Title	Date
*	President and Treasurer (Principal Executive Officer and Principal Financial Officer) and Manager	March 30, 2021
Peter Osvaldik		
*	Assistant Controller (Principal Accounting Officer)	March 30, 2021
Dara Bazzano		
/s/ David A. Miller	Manager	March 30, 2021
David A. Miller		

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

CLEARWIRE COMMUNICATIONS LLC
UTELCOM LLC

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
* G. Michael Sievert	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
* Peter Osvaldik	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
* Dara Bazzano	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

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

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

Signature	Title	Date
/s/ G. Michael Sievert G. Michael Sievert	President and Chief Executive Officer of Sprint Communications, Inc., the Registrant's Member	March 30, 2021

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

SPRINT INTERNATIONAL NETWORK COMPANY LLC

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
* G. Michael Sievert	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
* Peter Osvaldik	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
* Dara Bazzano	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
* G. Michael Sievert	President and Chief Executive Officer of Sprint International Communications Corporation, the Registrant's Member	March 30, 2021

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

SPRINT SPECTRUM L.P.

By: /s/ Peter Osvaldik
Name: Peter Osvaldik
Title: President and Treasurer

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

Signature	Title	Date
*	President and Treasurer (Principal Executive Officer and Principal Financial Officer)	March 30, 2021
Peter Osvaldik		
*	Assistant Controller (Principal Accounting Officer)	March 30, 2021
Dara Bazzano		
*	President and Chief Executive Officer of Sprint Spectrum Holding Company, LLC, the Registrant's General Partner	March 30, 2021
G. Michael Sievert		

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

APC REALTY AND EQUIPMENT COMPANY, LLC
SPRINT PCS ASSETS, L.L.C.
SPRINT SPECTRUM REALTY COMPANY, LLC

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
* G. Michael Sievert	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
* Peter Osvaldik	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
* Dara Bazzano	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
* Peter Osvaldik	President and Treasurer of Sprint Spectrum L.P., the Registrant's Member	March 30, 2021

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

NEXTEL SYSTEMS, LLC

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
* G. Michael Sievert	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
* Peter Osvaldik	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
* Dara Bazzano	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
* Peter Osvaldik	President and Treasurer of SprintCom, Inc., the Registrant's Member	March 30, 2021

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

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

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

Signature	Title	Date
/s/ Peter Osvaldik Peter Osvaldik	Executive Vice President and Chief Financial Officer of Sprint Communications, Inc., the Registrant's Member	March 30, 2021

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

AMERICAN TELECASTING OF ANCHORAGE, LLC
AMERICAN TELECASTING OF LITTLE ROCK, LLC
AMERICAN TELECASTING OF SEATTLE, LLC
CLEAR WIRELESS LLC
CLEARWIRE IP HOLDINGS LLC
MINORCO, LLC
NEXTEL RETAIL STORES, LLC
SPRINT SPECTRUM HOLDING COMPANY, LLC
PRWIRELESS PR, LLC
VMU GP, LLC

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
*	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
G. Michael Sievert		
*	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
Peter Osvaldik		
*	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
Dara Bazzano		

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

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

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

Signature	Title	Date
/s/ Peter Osvaldik Peter Osvaldik	President and Treasurer of SprintCom, Inc., the Registrant's Member	March 30, 2021

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

T-MOBILE PCS HOLDINGS LLC

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
*	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
G. Michael Sievert		
*	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
Peter Osvaldik		
*	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
Dara Bazzano		
*	President and Chief Executive Officer of T-Mobile USA, Inc., the Registrant's Member	March 30, 2021
G. Michael Sievert		

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

SPRINT COMMUNICATIONS COMPANY L.P.

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
*	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
G. Michael Sievert		
*	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
Peter Osvaldik		
*	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
Dara Bazzano		

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

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

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

Signature	Title	Date
/s/ G. Michael Sievert G. Michael Sievert	President and Chief Executive Officer of Sprint Communications, Inc., the Registrant's General Partner	March 30, 2021

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

ASSURANCE WIRELESS USA, L.P.

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
*	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
G. Michael Sievert		
*	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
Peter Osvaldik		
*	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
Dara Bazzano		
*	President and Chief Executive Officer of VMU GP, LLC, the Registrant's General Partner	March 30, 2021
G. Michael Sievert		

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

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

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

Signature	Title	Date
*	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
G. Michael Sievert		
*	Executive Vice President and Chief Financial Officer (Principal Financial Officer) and Manager	March 30, 2021
Peter Osvaldik		
*	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
Dara Bazzano		
/s/ David A. Miller	Manager	March 30, 2021
David A. Miller		

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

T-MOBILE CENTRAL LLC

By: /s/ Peter Osvaldik
Name: Peter Osvaldik
Title: Authorized Signatory

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

Signature	Title	Date
*	President and Chief Executive Officer of T-Mobile USA, Inc., the Registrant's Member	March 30, 2021
G. Michael Sievert		

* By: /s/ David A. Miller
David A. Miller
Attorney-in-Fact

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

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

Signature	Title	Date
/s/ Rafael Gomez Rafael Gomez	President (Principal Executive Officer)	March 30, 2021
/s/ Peter Osvaldik Peter Osvaldik	Authorized Signatory (Principal Financial Officer)	March 30, 2021
/s/ Dara Bazzano Dara Bazzano	Vice President (Principal Accounting Officer)	March 30, 2021

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

T-MOBILE INNOVATIONS LLC

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

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

Signature	Title	Date
/s/ G. Michael Sievert G. Michael Sievert	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
/s/ Peter Osvaldik Peter Osvaldik	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
/s/ Dara Bazzano Dara Bazzano	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
/s/ David A. Miller David A. Miller	Manager	March 30, 2021

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bellevue, State of Washington, on March 30, 2021.

TVN VENTURES LLC

By: /s/ G. Michael Sievert
Name: G. Michael Sievert
Title: President and Chief Executive Officer

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

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

Signature	Title	Date
/s/ G. Michael Sievert G. Michael Sievert	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2021
/s/ Peter Osvaldik Peter Osvaldik	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 30, 2021
/s/ Dara Bazzano Dara Bazzano	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 30, 2021
/s/ G. Michael Sievert G. Michael Sievert	President and Chief Executive Officer of T-Mobile USA, Inc., the Registrant's Member	March 30, 2021

Exhibit 3.57

AMENDMENT TO THE
LIMITED LIABILITY COMPANY AGREEMENT OF
CLEAR WIRELESS LLC

This Amendment to the Limited Liability Agreement of Clear Wireless LLC (this "Amendment"), is made and entered into effective as of this 24th day of March, 2021, by its current member SprintCom, Inc.

WHEREAS, the Limited Liability Agreement ("Agreement") was executed on December 5, 2008.

WHEREAS, the original member of the Company was Clearwire Communications LLC.

WHEREAS, pursuant to a corporate restructure in 2020, the current member of the Company is now SprintCom, Inc. (the "Member").

NOW, THEREFORE, the Member hereby amends the following:

1. Paragraph 7 of the Agreement is hereby amended in its entirety with the following:

7. Member. The name and address of the Member are as follows:

Name	Address
SprintCom, Inc.	12920 SE 38th St. Bellevue, WA 98006

IN WITNESS WHEREOF, the Member has executed this Amendment as of the date first set forth above.

SPRINTCOM, INC.

By: /s/ David A. Miller
David A. Miller
Executive Vice President,
General Counsel & Secretary

Exhibit 3.62

AMENDMENT TO THE
LIMITED LIABILITY COMPANY AGREEMENT OF
CLEARWIRE HAWAII PARTNERS SPECTRUM, LLC

This Amendment to the Limited Liability Agreement of Clearwire Hawaii Partners Spectrum, LLC (this "Amendment"), is made and entered into effective as of this 24th day of March, 2021, by its current member Clearwire XOHM LLC:

WHEREAS, the Limited Liability Agreement ("Agreement") was executed on September 9, 2006.

WHEREAS, the former member of the Company, Clearwire Hawaii Partners LLC, dissolved in 2014.

WHEREAS, the member of the Company then became Clearwire Communications LLC by operation of law.

WHEREAS, pursuant to a corporate restructure in 2020, the current member of the Company is now Clearwire XOHM LLC (the "Member").

NOW, THEREFORE, the Member hereby amends the following:

1. Paragraph 7 of the Agreement is hereby amended in its entirety with the following:

7. Member. The name and address of the Member are as follows:

Name	Address
Clearwire XOHM LLC	12920 SE 38th St. Bellevue, WA 98006

IN WITNESS WHEREOF, the Member has executed this Amendment as of the date first set forth above.

CLEARWIRE XOHM LLC

By: /s/ David A. Miller
David A. Miller
Executive Vice President,
General Counsel & Secretary

Exhibit 3.69

AMENDMENT TO THE
LIMITED LIABILITY COMPANY AGREEMENT OF
CLEARWIRE SPECTRUM HOLDINGS II LLC

This Amendment to the Limited Liability Agreement of Clearwire Spectrum Holdings II LLC (this "Amendment"), is made and entered into effective as of this 24th day of March, 2021, by its current member Clearwire Legacy LLC:

WHEREAS, the Limited Liability Agreement ("Agreement") was executed on July 24, 2006.

WHEREAS, the original member of the Company was Clearwire Corporation.

WHEREAS, Clearwire Legacy LLC became the member in 2008 (the "Member").

NOW, THEREFORE, the member hereby amends the following:

1. Paragraph 7 of the Agreement is hereby amended in its entirety with the following:

7. Member. The name and address of the Member are as follows:

Name	Address
Clearwire Legacy LLC	12920 SE 38th St. Bellevue, WA 98006

IN WITNESS WHEREOF, the Member has executed this Amendment as of the date first set forth above.

CLEARWIRE LEGACY LLC

By: /s/ David A. Miller
David A. Miller
Executive Vice President,
General Counsel & Secretary

Exhibit 3.74

AMENDMENT TO THE
LIMITED LIABILITY COMPANY AGREEMENT OF
CLEARWIRE SPECTRUM HOLDINGS LLC

This Amendment to the Limited Liability Agreement of Clearwire Spectrum Holdings LLC (this "Amendment"), is made and entered into effective as of this 24th day of March, 2021, by its current member Clearwire Legacy LLC:

WHEREAS, the Limited Liability Agreement ("Agreement") was executed on August 9, 2005.

WHEREAS, the original member of the Company was Clearwire Corporation.

WHEREAS, Clearwire Legacy LLC became the member in 2008 (the "Member").

NOW, THEREFORE, the Member hereby amends the following:

1. Paragraph 7 of the Agreement is hereby amended in its entirety with the following:

7. Member. The name and address of the Member are as follows:

Name	Address
Clearwire Legacy LLC	12920 SE 38th St. Bellevue, WA 98006

IN WITNESS WHEREOF, the Member has executed this Amendment as of the date first set forth above.

CLEARWIRE LEGACY LLC

By: /s/ David A Miller
David A. Miller
Executive Vice President,
General Counsel & Secretary

Exhibit 3.108

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

1. The name of the limited liability company is Layer3 TV, LLC.

2. The address of its registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, DE 19808. The name of the registered agent at such address is Corporation Service Company.

3. This Certificate of Formation is effective as of December 31, 2020.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on 12/18/2020 1 8:12 AM PST.

By /s/ Katie True-Awtry
Katie True-Awtry, Assistant Secretary

Exhibit 3.109

LIMITED LIABILITY COMPANY AGREEMENT
OF
LAYER3 TV, LLC

December 31, 2020

This Limited Liability Company Agreement (this "Agreement") of Layer3 TV, LLC (the "Company") is entered into by T-Mobile USA, Inc., as the sole member (the "Member") of the Company.

The Member, by execution of this Agreement, hereby agrees as follows:

1. Name. The name of the limited liability company is Layer3 TV, LLC.

2. Filing of Certificates. The Member or the Manager (as defined below), as an authorized person within the meaning of the Delaware Limited Liability Company Act (6 Del. C. § 18 101, et seq.), as amended from time to time (the "Act"), shall execute, deliver and file all certificates (and any amendments and/or restatements thereof) required or permitted to be filed with the Secretary of State of the State of Delaware. The Member or the Manager is authorized to execute, deliver and file any other certificates, notices or documents (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

3. Purposes. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

4. Powers. In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have and may exercise all the powers now or hereafter conferred by Delaware law on limited liability companies formed under the Act and all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 3.

5. Principal Business Office. The principal business office of the Company shall be located at 12920 SE 38th Street, Bellevue, WA 98006, or at such other location as may hereafter be determined by the Manager.

6. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

8. Member. The name and the mailing addresses of the Member are as follows:

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

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or acting as manager of the Company.

10. Capital Contributions. The Member is deemed admitted as a member of the Company upon its execution and delivery of this Agreement. The initial Member's ownership interest in the Company shall be represented by 100 units of membership interest ("Units"). An unlimited number of Units are authorized.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may voluntarily make additional capital contributions to the Company with the written consent of the Manager.

12. Allocation of Profits and Losses. For so long as the Member is the sole member of the Company, the Company's profits and losses shall be allocated solely to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Manager or the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

14. Management.

(a) The business and affairs of the Company shall be managed by a "manager" of the Company within the meaning of the Act (the "Manager"). The Manager shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes of the Company described herein, including all powers, statutory or otherwise, possessed by a manager of a limited liability company under the laws of the State of Delaware. The Manager has the authority to bind the Company. Except as otherwise provided in this Agreement, no Member shall have the authority to bind the Company.

(b) The Member shall appoint the Manager and may remove the Manager at any time with or without cause. A person appointed as Manager shall serve until the earlier of such person's death, disqualification, resignation or removal, and upon the occurrence of any such event, the Member shall promptly appoint a replacement Manager. Each person serving as Manager shall be required to execute an acknowledgment of this Agreement, which acknowledgment may be a counterpart signature page to this Agreement. The Member hereby appoints David A. Miller as the Manager. Notwithstanding any other provision of this Agreement, the Manager is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

15. Officers. The Manager may, from time to time as it deems advisable, select natural persons who are employees or agents of the Company and designate them as officers of the Company (the "Officers") and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Manager decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section may be revoked at any time by the Manager. An Officer may be removed with or without cause by the Manager. The names of the initial officers are:

G. Michael Sievert	President & Chief Executive Officer
Peter A. Ewens	Executive Vice President, Corporate Strategy and Development
David A. Miller	Executive Vice President, General Counsel & Secretary
Peter Osvaldik	Executive Vice President & Chief Financial Officer
Matthew A. Staneff	Executive Vice President & Chief Marketing Officer
Dara Bazzano	Senior Vice President & Chief Accounting Officer
Broady Hodder	Senior Vice President, Legal Affairs, Corporate Governance and Strategic Transactions & Assistant Secretary
Christopher M. Miller	Senior Vice President, Taxation
Johannes Thorsteinsson	Senior Vice President, Treasury & Treasurer
Lauren Venezia	Senior Vice President, Deputy General Counsel & Assistant Secretary
Daniel Drobac	Vice President, Accounting & Controller
Rahul Modi	Vice President, Treasury & Assistant Treasurer
Larry Weians	Vice President, Tax
David E. Conroy	Assistant Secretary
Katie True-Awtry	Assistant Secretary
Frederick Williams	Assistant Secretary
Steve Brammer	Authorized Signatory
Charles Hasek	Authorized Signatory*
Warren Schwartz	Authorized Signatory*
David Thacker	Authorized Signatory
Lauren E. Wallace	Authorized Signatory*
Susan Reines	Authorized Signatory **
Lindsey Romano	Authorized Signatory **

* Charles Hasek can only sign with regards to network security certifications. Warren Schwartz can only sign with regards to banking and tax related matters. Lauren E. Wallace can only sign with regards to filings made with the FCC, the U.S. Copyright Office and the U.S. Patent and Trademark Office filings.

** business license applications only

16. Waiver of Fiduciary Duties. This Agreement is not intended to, and does not, create or impose any fiduciary duty on the Member, the Manager or any person or entity affiliated with the Member or the Manager. Further, the Member hereby waives any and all fiduciary duties owed by the Member or the Manager that, absent such waiver, may be implied by law, and in doing so, recognizes, acknowledges and agrees that the duties and obligations of members of the Company to one another and to the Company are only as expressly set forth in this Agreement.

17. Other Business Opportunities. The Member and any person or entity affiliated with the Member may engage in or possess an interest in other business opportunities or ventures (unconnected with the Company) of every kind and description, independently or with others, including, without limitation, businesses that may compete with the Company or the Manager. Neither the Member nor any person or entity affiliated with the Member shall be required to present any such business opportunity or venture to the Company or the Manager, even if the opportunity is of the character that, if presented to any of such persons, could be taken by them. Neither the Company, the Manager nor any person or entity affiliated with any of the foregoing shall have any rights in or to such business opportunities or ventures or the income or profits derived therefrom by virtue of this Agreement, notwithstanding any duty otherwise existing at law or in equity. The provisions of this Section shall apply to the Member solely in its capacity as member of the Company and shall not be deemed to modify any contract or arrangement, including, without limitation, any noncompete provisions, otherwise agreed to by the Company and the Member.

18. Exculpation and Indemnification.

(a) No Member, Manager, Officer, employee or agent of the Company and no affiliate, stockholder, officer, director, employee or agent of the Member (collectively, the "Covered Persons") shall be liable to the Company or any other person or entity who is a party to or is otherwise bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section shall be provided out of and to the extent of Company assets only, and the Member shall have no personal liability on account thereof.

(c) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by the person or entity as to matters the Covered Person reasonably believes are within such other person or entity's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(e) The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

(f) The foregoing provisions of this Section shall survive any termination of this Agreement.

19. Assignments. The Member may at any time assign in whole or in part its limited liability company interest in the Company. If the Member transfers any of its interest in the Company pursuant to this Section, the transferee shall be admitted to the Company, subject to Section 21, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. If the Member transfers all of its interest in the Company pursuant to this Section, such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the Member shall cease to be a member of the Company.

20. Resignation. The Member may at any time resign from the Company. If the Member resigns pursuant to this Section, an additional member shall be admitted to the Company, subject to Section 21, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

21. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member and upon such terms (including with respect to participation in the management, profits, losses and distributions of the Company) as may be determined by the Member and the additional persons or entities to be admitted.

22. Dissolution.

(a) The Company shall dissolve and its affairs shall be wound up upon the first to occur of: (i) the written consent of the Member, (ii) any time there are no members of the Company, unless the Company is continued in accordance with the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets or proceeds from the sale of the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

23. Benefits of Agreement; No Third-Party Rights. The provisions of this Agreement are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and the Member shall have no duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

24. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

25. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

26. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

27. Amendments. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, executed and delivered by the Member.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement, and all of which together shall constitute one and the same instrument.

(Signature page to follow)

IN WITNESS WHEREOF, the undersigned has entered into the Agreement as of the date first written above.

T-MOBILE USA, INC.

/s/ David A. Miller
David A. Miller
Executive Vice President, General Counsel And Secretary

Exhibit 3.174

AMENDED AND RESTATED

CERTIFICATE OF LIMITED PARTNERSHIP

OF

SPRINT COMMUNICATIONS COMPANY L.P.

Sprint Communications Company L.P., a limited partnership (the "Partnership") organized under the Delaware Revised Uniform Limited Partnership Act (the "Act"), for the purpose of amending and restating its Certificate of Limited Partnership filed with the office of the Secretary of State of Delaware on November 14, 1988, under the name US Sprint Communications Company Limited Partnership, hereby certifies that its Certificate of Limited Partnership (including amendments) is amended and restated to read in its entirety as follows:

ARTICLE I

The name of the limited partnership is Sprint Communications Company L.P.

ARTICLE II

The address of the registered office of the Partnership in Delaware is 251 Little Falls Drive, Wilmington, DE 19808. The name and address of the Partnership's registered agent for service of process in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

ARTICLE III

The names and addresses of the General Partner and the limited partner of the Partnership are as set forth in Schedule A hereto.

IN WITNESS WHEREOF, the undersigned, being the sole General Partner of the Partnership, has executed and delivered this Certificate as of this 9th day of April, 2018.

SPRINT COMMUNICATIONS COMPANY L.P.

By: US TELECOM, INC., General Partner

By: /s/ Stefan K. Schnopp
Stefan K. Schnopp
Vice President

SCHEDULE A

General Partner

Name	Address
US Telecom, Inc., a Kansas corporation	6200 Sprint Parkway Overland Park, KS 66251

Limited Partner

Name	Address
Utelcom, Inc., a Kansas corporation	6200 Sprint Parkway Overland Park, KS 66251

CERTIFICATE OF AMENDMENT

TO

AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

OF

SPRINT COMMUNICATIONS COMPANY L.P.

US Telecom, Inc., General Partner, does hereby certify as follows:

A. The name of the Partnership is:
Sprint Communications Company L.P.

B. Pursuant to provisions of Section 17-202, Title 6, Delaware Code, the Amended and Restated Certificate of Limited is amended as follows:

1. Schedule A to ARTICLE III is hereby amended to read as set forth on the new Schedule A attached hereto.

IN WITNESS WHEREOF, the undersigned, being the sole General Partner of the Partnership, has executed and delivered this Certificate as of this 8th day of October, 2019.

SPRINT COMMUNICATIONS COMPANY L.P.

By: US TELECOM, INC., General Partner

By: /s/ Stefan K. Schnopp
Stefan K. Schnopp
Vice President

SCHEDULE A

General Partner

Name	Address
US Telecom, Inc., a Kansas corporation	6200 Sprint Parkway Overland Park, KS 66251

Limited Partner

Name	Address
Utelcom, Inc., a Kansas limited liability company	6200 Sprint Parkway Overland Park, KS 66251

CERTIFICATE OF SECOND AMENDMENT

TO

AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

OF

SPRINT COMMUNICATIONS COMPANY L.P.

Sprint Communications, Inc., General Partner, does hereby certify as follows:

A. The name of the Partnership is:

Sprint Communications Company L.P.

B. Pursuant to provisions of Section 17-202, Title 6, Delaware Code, a Second Amendment to the Amended and Restated Certificate of Limited is adopted as follows:

1. Schedule A to ARTICLE III is hereby amended to read as set forth on the new Schedule A attached hereto.

IN WITNESS WHEREOF, the undersigned, being the sole General Partner of the Partnership, has executed and delivered this Certificate as of this 3rd day of February, 2021.

SPRINT COMMUNICATIONS COMPANY L.P.
By: Sprint Communications, Inc., general partner

By: /s/ Katie True-Awtry
Katie True-Awtry
Vice President & Assistant Secretary

SCHEDULE A

General Partner

Name	Address
Sprint Communications, Inc. a Kansas corporation	12920 SE 38th St. Bellevue, WA 98006

Limited Partner

Name	Address
Utelcom LLC a Kansas limited liability company	12920 SE 38th St. Bellevue, WA 98006

Exhibit 3.178

ARTICLES OF AMENDMENT
OF THE
ARTICLES OF INCORPORATION
OF
SPRINT COMMUNICATIONS COMPANY OF VIRGINIA, INC.

Pursuant to Article 3 of Title 13.1-55 of the Code of Virginia, the undersigned Corporation adopts the following Articles of Amendment of the Articles of Incorporation:

(a) The name of the Corporation is Sprint Communications Company, Inc.

(b) The following Amendment to the Articles of Incorporation was adopted by unanimous consent of the sole shareholder of the Corporation on March 24, 20201.

Paragraph (b) of the Articles of Incorporation is hereby amended to read hereafter in its entirety as follows:

(b) The purpose or purposes for which the Corporation is organized are:

To conduct any lawful business allowed under the law of the Commonwealth of Virginia.

(c) The number of shares of the Corporation outstanding at the time of such adoption was 100,000 and the number of shares entitled to vote therein was 100,000.

(d) The holder of all of the shares outstanding and entitled to vote on said Amendment have signed a consent in writing adopting such Amendment.

March 24, 2021

SPRINT COMMUNICATIONS COMPANY L.P.,
its shareholder

By: Sprint Communications, Inc.,
its general partner

By: /s/ David A Miller
David A. Miller
Executive Vice President, General
Counsel & Secretary

Exhibit 3.214

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

1. The name of the limited liability company is T-Mobile Innovations LLC.

2. The address of its registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, DE 19808. The name of the registered agent at such address is Corporation Service Company.

3. This Certificate of Formation is effective as of December 31, 2020.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on 12/18/2020 | 8:12 AM PST.

By /s/ Katie True-Awtry
Katie True-Awtry, Assistant Secretary

Exhibit 3.215

LIMITED LIABILITY COMPANY AGREEMENT
OF
T-MOBILE INNOVATIONS LLC

December 31, 2020

This Limited Liability Company Agreement (this "Agreement") of T-Mobile Innovations LLC (the "Company") is entered into by Sprint Communications, Inc., as the sole member (the "Member") of the Company.

The Member, by execution of this Agreement, hereby agrees as follows:

1. Name. The name of the limited liability company is T-Mobile Innovations LLC.

2. Filing of Certificates. The Member or the Manager (as defined below), as an authorized person within the meaning of the Delaware Limited Liability Company Act (6 Del. C. § 18 101, et seq.), as amended from time to time (the "Act"), shall execute, deliver and file all certificates (and any amendments and/or restatements thereof) required or permitted to be filed with the Secretary of State of the State of Delaware. The Member or the Manager is authorized to execute, deliver and file any other certificates, notices or documents (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

3. Purposes. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

4. Powers. In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have and may exercise all the powers now or hereafter conferred by Delaware law on limited liability companies formed under the Act and all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 3.

5. Principal Business Office. The principal business office of the Company shall be located at 12920 SE 38th Street, Bellevue, WA 98006, or at such other location as may hereafter be determined by the Manager.

6. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

8. Member. The name and the mailing address of the Member are as follows:

Name	Address
Sprint Communications, Inc.	12920 SE 38th Street Bellevue, WA 98006

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or acting as manager of the Company.

10. Capital Contributions. The Member is deemed admitted as a member of the Company upon its execution and delivery of this Agreement. The initial Member's ownership interest in the Company shall be represented by 100 units of membership interest ("Units"). An unlimited number of Units are authorized.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may voluntarily make additional capital contributions to the Company with the written consent of the Manager.

12. Allocation of Profits and Losses. For so long as the Member is the sole member of the Company, the Company's profits and losses shall be allocated solely to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Manager or the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

14. Management.

(a) The business and affairs of the Company shall be managed by a "manager" of the Company within the meaning of the Act (the "Manager"). The Manager shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes of the Company described herein, including all powers, statutory or otherwise, possessed by a manager of a limited liability company under the laws of the State of Delaware. The Manager has the authority to bind the Company. Except as otherwise provided in this Agreement, no Member shall have the authority to bind the Company.

(b) The Member shall appoint the Manager and may remove the Manager at any time with or without cause. A person appointed as Manager shall serve until the earlier of such person's death, disqualification, resignation or removal, and upon the occurrence of any such event, the Member shall promptly appoint a replacement Manager. Each person serving as Manager shall be required to execute an acknowledgment of this Agreement, which acknowledgment may be a counterpart signature page to this Agreement. The Member hereby appoints David A. Miller as the Manager. Notwithstanding any other provision of this Agreement, the Manager is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

15. Officers. The Manager may, from time to time as it deems advisable, select natural persons who are employees or agents of the Company and designate them as officers of the Company (the "Officers") and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Manager decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section may be revoked at any time by the Manager. An Officer may be removed with or without cause by the Manager. The names of the initial officers are:

G. Michael Sievert	President & Chief Executive Officer
Peter A. Ewens	Executive Vice President, Corporate Strategy and Development
David A. Miller	Executive Vice President, General Counsel & Secretary
Peter Osvaldik	Executive Vice President & Chief Financial Officer
Matthew A. Staneff	Executive Vice President & Chief Marketing Officer
Dara Bazzano	Senior Vice President & Chief Accounting Officer
Broady Hodder	Senior Vice President, Legal Affairs, Corporate Governance and Strategic Transactions & Assistant Secretary
Christopher M. Miller	Senior Vice President, Taxation
Johannes Thorsteinsson	Senior Vice President, Treasury & Treasurer
Lauren Venezia	Senior Vice President, Deputy General Counsel & Assistant Secretary
Daniel Drobac	Vice President, Accounting & Controller
Rahul Modi	Vice President, Treasury & Assistant Treasurer
Larry Weians	Vice President, Tax
David E. Conroy	Assistant Secretary
Katie True-Awtry	Assistant Secretary
Frederick Williams	Assistant Secretary
Melissa Jobe	Authorized Signatory
Susan Reines	Authorized Signatory *
Lindsey Romano	Authorized Signatory *

** business license applications only

16. Waiver of Fiduciary Duties. This Agreement is not intended to, and does not, create or impose any fiduciary duty on the Member, the Manager or any person or entity affiliated with the Member or the Manager. Further, the Member hereby waives any and all fiduciary duties owed by the Member or the Manager that, absent such waiver, may be implied by law, and in doing so, recognizes, acknowledges and agrees that the duties and obligations of members of the Company to one another and to the Company are only as expressly set forth in this Agreement.

17. Other Business Opportunities. The Member and any person or entity affiliated with the Member may engage in or possess an interest in other business opportunities or ventures (unconnected with the Company) of every kind and description, independently or with others, including, without limitation, businesses that may compete with the Company or the Manager. Neither the Member nor any person or entity affiliated with the Member shall be required to present any such business opportunity or venture to the Company or the Manager, even if the opportunity is of the character that, if presented to any of such persons, could be taken by them. Neither the Company, the Manager nor any person or entity affiliated with any of the foregoing shall have any rights in or to such business opportunities or ventures or the income or profits derived therefrom by virtue of this Agreement, notwithstanding any duty otherwise existing at law or in equity. The provisions of this Section shall apply to the Member solely in its capacity as member of the Company and shall not be deemed to modify any contract or arrangement, including, without limitation, any noncompete provisions, otherwise agreed to by the Company and the Member.

18. Exculpation and Indemnification.

(a) No Member, Manager, Officer, employee or agent of the Company and no affiliate, stockholder, officer, director, employee or agent of the Member (collectively, the "Covered Persons") shall be liable to the Company or any other person or entity who is a party to or is otherwise bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section shall be provided out of and to the extent of Company assets only, and the Member shall have no personal liability on account thereof.

(c) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by the person or entity as to matters the Covered Person reasonably believes are within such other person or entity's professional or expert competence and who has been elected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(e) The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

(f) The foregoing provisions of this Section shall survive any termination of this Agreement.

19. Assignments. The Member may at any time assign in whole or in part its limited liability company interest in the Company. If the Member transfers any of its interest in the Company pursuant to this Section, the transferee shall be admitted to the Company, subject to Section 21, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. If the Member transfers all of its interest in the Company pursuant to this Section, such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the Member shall cease to be a member of the Company.

20. Resignation. The Member may at any time resign from the Company. If the Member resigns pursuant to this Section, an additional member shall be admitted to the Company, subject to Section 21, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

21. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member and upon such terms (including with respect to participation in the management, profits, losses and distributions of the Company) as may be determined by the Member and the additional persons or entities to be admitted.

22. Dissolution.

(a) The Company shall dissolve and its affairs shall be wound up upon the first to occur of: (i) the written consent of the Member, (ii) any time there are no members of the Company, unless the Company is continued in accordance with the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets or proceeds from the sale of the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

23. Benefits of Agreement; No Third-Party Rights. The provisions of this Agreement are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and the Member shall have no duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

24. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

25. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

26. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

27. Amendments. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, executed and delivered by the Member.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement, and all of which together shall constitute one and the same instrument.

(Signature page to follow)

IN WITNESS WHEREOF, the undersigned has entered into the Agreement as of the date first written above.

SPRINT COMMUNICATIONS, INC.

/s/ David A. Miller

David A. Miller
Executive Vice President, General Counsel And Secretary

Exhibit 3.228

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

1. The name of the limited liability company is T-Mobile Resources LLC.

2. The address of its registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, DE 19808. The name of the registered agent at such address is Corporation Service Company.

3. This Certificate of Formation is effective as of January 1, 2021.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on 12/18/2020 1 8:12 AM PST.

By /s/ Katie True-Awtry
Katie True-Awtry, Assistant Secretary

Exhibit 3.229

LIMITED LIABILITY COMPANY AGREEMENT
OF
T-MOBILE RESOURCES LLC

January 1, 2021

This Limited Liability Company Agreement (this "Agreement") of T-Mobile Resources LLC (the "Company") is entered into by T-Mobile USA, Inc., as the sole member (the "Member") of the Company.

The Member, by execution of this Agreement, hereby agrees as follows:

1. Name. The name of the limited liability company is T-Mobile Resources LLC.

2. Filing of Certificates. The Member or the Manager (as defined below), as an authorized person within the meaning of the Delaware Limited Liability Company Act (6 Del. C. § 18 101, et seq.), as amended from time to time (the "Act"), shall execute, deliver and file all certificates (and any amendments and/or restatements thereof) required or permitted to be filed with the Secretary of State of the State of Delaware. The Member or the Manager is authorized to execute, deliver and file any other certificates, notices or documents (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

3. Purposes. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

4. Powers. In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have and may exercise all the powers now or hereafter conferred by Delaware law on limited liability companies formed under the Act and all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 3.

5. Principal Business Office. The principal business office of the Company shall be located at 12920 SE 38th Street, Bellevue, WA 98006, or at such other location as may hereafter be determined by the Manager.

6. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

8. Member. The name and the mailing addresses of the Member are as follows:

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

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or acting as manager of the Company.

10. Capital Contributions. The Member is deemed admitted as a member of the Company upon its execution and delivery of this Agreement. The initial Member's ownership interest in the Company shall be represented by 100 units of membership interest ("Units"). An unlimited number of Units are authorized.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may voluntarily make additional capital contributions to the Company with the written consent of the Manager.

12. Allocation of Profits and Losses. For so long as the Member is the sole member of the Company, the Company's profits and losses shall be allocated solely to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Manager or the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

14. Management.

(a) The business and affairs of the Company shall be managed by a "manager" of the Company within the meaning of the Act (the "Manager"). The Manager shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes of the Company described herein, including all powers, statutory or otherwise, possessed by a manager of a limited liability company under the laws of the State of Delaware. The Manager has the authority to bind the Company. Except as otherwise provided in this Agreement, no Member shall have the authority to bind the Company.

(b) The Member shall appoint the Manager and may remove the Manager at any time with or without cause. A person appointed as Manager shall serve until the earlier of such person's death, disqualification, resignation or removal, and upon the occurrence of any such event, the Member shall promptly appoint a replacement Manager. Each person serving as Manager shall be required to execute an acknowledgment of this Agreement, which acknowledgment may be a counterpart signature page to this Agreement. The Member hereby appoints David A. Miller as the Manager. Notwithstanding any other provision of this Agreement, the Manager is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

15. Officers. The Manager may, from time to time as it deems advisable, select natural persons who are employees or agents of the Company and designate them as officers of the Company (the "Officers") and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Manager decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section may be revoked at any time by the Manager. An Officer may be removed with or without cause by the Manager. The names of the initial officers are:

G. Michael Sievert	President & Chief Executive Officer
Peter A. Ewens	Executive Vice President, Corporate Strategy and Development
David A. Miller	Executive Vice President, General Counsel & Secretary
Peter Osvaldik	Executive Vice President & Chief Financial Officer
Matthew A. Staneff	Executive Vice President & Chief Marketing Officer
Dara Bazzano	Senior Vice President & Chief Accounting Officer
Broady Hodder	Senior Vice President, Legal Affairs, Corporate Governance and Strategic Transactions & Assistant Secretary
Christopher M. Miller	Senior Vice President, Taxation
Johannes Thorsteinsson	Senior Vice President, Treasury & Treasurer
Lauren Venezia	Senior Vice President, Deputy General Counsel & Assistant Secretary
Daniel Drobac	Vice President, Accounting & Controller
Rahul Modi	Vice President, Treasury & Assistant Treasurer
Larry Weians	Vice President, Tax
David E. Conroy	Assistant Secretary
Katie True-Awtry	Assistant Secretary
Frederick Williams	Assistant Secretary
Steve Brammer	Authorized Signatory
David Thacker	Authorized Signatory
Greg Trant	Authorized Signatory *

* business license applications only

16. Waiver of Fiduciary Duties. This Agreement is not intended to, and does not, create or impose any fiduciary duty on the Member, the Manager or any person or entity affiliated with the Member or the Manager. Further, the Member hereby waives any and all fiduciary duties owed by the Member or the Manager that, absent such waiver, may be implied by law, and in doing so, recognizes, acknowledges and agrees that the duties and obligations of members of the Company to one another and to the Company are only as expressly set forth in this Agreement.

17. Other Business Opportunities. The Member and any person or entity affiliated with the Member may engage in or possess an interest in other business opportunities or ventures (unconnected with the Company) of every kind and description, independently or with others, including, without limitation, businesses that may compete with the Company or the Manager. Neither the Member nor any person or entity affiliated with the Member shall be required to present any such business opportunity or venture to the Company or the Manager, even if the opportunity is of the character that, if presented to any of such persons, could be taken by them. Neither the Company, the Manager nor any person or entity affiliated with any of the foregoing shall have any rights in or to such business opportunities or ventures or the income or profits derived therefrom by virtue of this Agreement, notwithstanding any duty otherwise existing at law or in equity. The provisions of this Section shall apply to the Member solely in its capacity as member of the Company and shall not be deemed to modify any contract or arrangement, including, without limitation, any noncompete provisions, otherwise agreed to by the Company and the Member.

18. Exculpation and Indemnification.

(a) No Member, Manager, Officer, employee or agent of the Company and no affiliate, stockholder, officer, director, employee or agent of the Member (collectively, the "Covered Persons") shall be liable to the Company or any other person or entity who is a party to or is otherwise bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section shall be provided out of and to the extent of Company assets only, and the Member shall have no personal liability on account thereof.

(c) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by the person or entity as to matters the Covered Person reasonably believes are within such other person or entity's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(e) The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

(f) The foregoing provisions of this Section shall survive any termination of this Agreement.

19. Assignments. The Member may at any time assign in whole or in part its limited liability company interest in the Company. If the Member transfers any of its interest in the Company pursuant to this Section, the transferee shall be admitted to the Company, subject to Section 21, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. If the Member transfers all of its interest in the Company pursuant to this Section, such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the Member shall cease to be a member of the Company.

20. Resignation. The Member may at any time resign from the Company. If the Member resigns pursuant to this Section, an additional member shall be admitted to the Company, subject to Section 21, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

21. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member and upon such terms (including with respect to participation in the management, profits, losses and distributions of the Company) as may be determined by the Member and the additional persons or entities to be admitted.

22. Dissolution.

(a) The Company shall dissolve and its affairs shall be wound up upon the first to occur of: (i) the written consent of the Member, (ii) any time there are no members of the Company, unless the Company is continued in accordance with the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets or proceeds from the sale of the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

23. Benefits of Agreement; No Third-Party Rights. The provisions of this Agreement are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and the Member shall have no duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

24. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

25. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

26. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

27. Amendments. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, executed and delivered by the Member.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement, and all of which together shall constitute one and the same instrument.

(Signature page to follow)

IN WITNESS WHEREOF, the undersigned has entered into the Agreement as of the date first written above.

T-MOBILE USA, INC.

/s/ David A. Miller
David A. Miller
Executive Vice President, General Counsel
And Secretary

Exhibit 3.239

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF AMENDMENT

1 The name of the limited liability company is T-Mobile Subsidiary IV LLC.

2. Paragraph 1 of the Certificate of Formation of the limited liability company is hereby amended in its entirety to read as below:

The name of the limited liability company is TMUS International LLC.

3. This Certificate of Amendment is effective as of December 31, 2020.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on 12/21/2020 I 2:05 PM PST.

By /s/ Katie True-Awtry
Katie True-Awtry, Assistant Secretary

Certificate of Amendment
TMUS International LLC

Exhibit 3.240

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
TMUS INTERNATIONAL LLC

December 31, 2020

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF TMUS INTERNATIONAL LLC (the "Company") is entered into by T-Mobile USA, Inc., as the sole member (the "Member") of the Company.

WITNESSETH:

WHEREAS, the Company was formed as a Delaware limited liability company under the name of T-Mobile Subsidiary IV LLC, pursuant to a Certificate of Formation (the "Certificate") filed with the Secretary of State of the State of Delaware effective December 31, 2019 and pursuant to the Act (as defined below);

WHEREAS, in connection with its formation, the Member adopted a Limited Liability Company Agreement of T-Mobile Subsidiary IV LLC, dated December 31, 2019 (the "Original Agreement");

WHEREAS, a Certificate of Amendment to the Certificate was filed with the Secretary of State of the State of Delaware on December 22, 2020, reflecting a change in the name of the Company to "TMUS International LLC";

WHEREAS, the Member desires to amend and restate in its entirety the Original Agreement to reflect such name change;

NOW, THEREFORE, in consideration of the premises and the covenants and provisions hereinafter contained, the Member, intending to be legally bound, hereby amends and restates the Original Agreement in its entirety as follows (the "Agreement"):

1. Name. The name of the limited liability company is TMUS International LLC.

2. Filing of Certificates. The Member or the Manager (as defined below), as an authorized person within the meaning of the Delaware Limited Liability Company Act (6 Del. C. § 18 101, et seq.), as amended from time to time (the "Act"), shall execute, deliver and file all certificates (and any amendments and/or restatements thereof) required or permitted to be filed with the Secretary of State of the State of Delaware. The Member or the Manager is authorized to execute, deliver and file any other certificates, notices or documents (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

3. Purposes. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

4. Powers. In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have and may exercise all the powers now or hereafter conferred by Delaware law on limited liability companies formed under the Act and all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 3.

5. Principal Business Office. The principal business office of the Company shall be located at 12920 SE 38th Street, Bellevue, WA 98006, or at such other location as may hereafter be determined by the Manager.

6. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

8. Member. The name and the mailing address of the Member are as follows:

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

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or acting as manager of the Company.

10. Capital Contributions. The Member is deemed admitted as a member of the Company upon its execution and delivery of this Agreement. The initial Member's ownership interest in the Company shall be represented by 100 units of membership interest ("Units"). An unlimited number of Units are authorized.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may voluntarily make additional capital contributions to the Company.

12. Allocation of Profits and Losses. For so long as the Member is the sole member of the Company, the Company's profits and losses shall be allocated solely to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Manager or the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

14. Management.

(a) The business and affairs of the Company shall be managed by a "manager" of the Company within the meaning of the Act (the "Manager"). The Manager shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes of the Company described herein, including all powers, statutory or otherwise, possessed by a manager of a limited liability company under the laws of the State of Delaware. The Manager has the authority to bind the Company. Except as otherwise provided in this Agreement, no Member shall have the authority to bind the Company.

(b) The Member shall appoint the Manager and may remove the Manager at any time with or without cause. A person appointed as Manager shall serve until the earlier of such person's death, disqualification, resignation or removal, and upon the occurrence of any such event, the Member shall promptly appoint a replacement Manager. Each person serving as Manager shall be required to execute an acknowledgment of this Agreement, which acknowledgment may be a counterpart signature page to this Agreement. The Member hereby appoints **David A. Miller** as the Manager. Notwithstanding any other provision of this Agreement, the Manager is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

15. Officers. The Manager may, from time to time as it deems advisable, select

natural persons who are employees or agents of the Company and designate them as officers of the Company (the "Officers") and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Manager decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section may be revoked at any time by the Manager. An Officer may be removed with or without cause by the Manager. The names of the initial officers are:

G. Michael Sievert	President & Chief Executive Officer
Peter A. Ewens	Executive Vice President, Corporate Strategy and Development
David A. Miller	Executive Vice President, General Counsel & Secretary
Peter Osvaldik	Executive Vice President & Chief Financial Officer
Matthew A. Staneff	Executive Vice President & Chief Marketing Officer
Dara Bazzano	Senior Vice President & Chief Accounting Officer
Broady Hodder	Senior Vice President, Legal Affairs, Corporate Governance and Strategic Transactions & Assistant Secretary
Christopher M. Miller	Senior Vice President, Taxation
Johannes Thorsteinsson	Senior Vice President, Treasury & Treasurer
Lauren Venezia	Senior Vice President, Deputy General Counsel & Assistant Secretary
Daniel Drobac	Vice President, Accounting & Controller
Rahul Modi	Vice President, Treasury & Assistant Treasurer

Katie True-Awtry	Vice President & Assistant Secretary
Larry Weians	Vice President, Tax
David E. Conroy	Assistant Secretary
Frederick Williams	Assistant Secretary
Steve Brammer	Authorized Signatory
David Thacker	Authorized Signatory

16. Waiver of Fiduciary Duties. This Agreement is not intended to, and does not, create or impose any fiduciary duty on the Member, the Manager or any person or entity affiliated with the Member or the Manager. Further, the Member hereby waives any and all fiduciary duties owed by the Member or the Manager that, absent such waiver, may be implied by law, and in doing so, recognizes, acknowledges and agrees that the duties and obligations of members of the Company to one another and to the Company are only as expressly set forth in this Agreement.

17. Other Business Opportunities. The Member and any person or entity affiliated with the Member may engage in or possess an interest in other business opportunities or ventures (unconnected with the Company) of every kind and description, independently or with others, including, without limitation, businesses that may compete with the Company or the Manager. Neither the Member nor any person or entity affiliated with the Member shall be required to present any such business opportunity or venture to the Company or the Manager, even if the opportunity is of the character that, if presented to any of such persons, could be taken by them. Neither the Company, the Manager nor any person or entity affiliated with any of the foregoing shall have any rights in or to such business opportunities or ventures or the income or profits derived therefrom by virtue of this Agreement, notwithstanding any duty otherwise existing at law or in equity. The provisions of this Section shall apply to the Member solely in its capacity as member of the Company and shall not be deemed to modify any contract or arrangement, including, without limitation, any noncompete provisions, otherwise agreed to by the Company and the Member.

18. Exculpation and Indemnification.

(a) No Member, Manager, Officer, employee or agent of the Company and no affiliate, stockholder, officer, director, employee or agent of the Member (collectively, the "Covered Persons") shall be liable to the Company or any other person or entity who is a party to or is otherwise bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section shall be provided out of and to the extent of Company assets only, and the Member shall have no personal liability on account thereof.

(c) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by the person or entity as to matters the Covered Person reasonably believes are within such other person or entity's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(e) The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

(f) The foregoing provisions of this Section shall survive any termination of this Agreement.

19. Assignments. The Member may at any time assign in whole or in part its limited liability company interest in the Company. If the Member transfers any of its interest in the Company pursuant to this Section, the transferee shall be admitted to the Company, subject to Section 21, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. If the Member transfers all of its interest in the Company pursuant to this Section, such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the Member shall cease to be a member of the Company.

20. Resignation. The Manager may at any time resign from the Company. If the Manager resigns pursuant to this Section, a replacement manager shall be appointed in accordance with Section 14.

21. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member and upon such terms (including with respect to participation in the management, profits, losses and distributions of the Company) as may be determined by the Member and the additional persons or entities to be admitted.

22. Dissolution.

(a) The Company shall dissolve and its affairs shall be wound up upon the first to occur of: (i) the written consent of the Member, (ii) any time there are no members of the Company, unless the Company is continued in accordance with the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets or proceeds from the sale of the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

23. Benefits of Agreement; No Third-Party Rights. The provisions of this Agreement are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and the Member shall have no duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

24. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

25. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

26. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

27. Amendments. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, executed and delivered by the Member.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement, and all of which together shall constitute one and the same instrument.

(Signature page to follow)

IN WITNESS WHEREOF, the undersigned has entered into the Agreement as of the date first written above.

T-MOBILE USA, INC.

/s/ David A. Miller

David A. Miller
Executive Vice President, General Counsel And Secretary

The undersigned hereby acknowledges this Amended and Restated Limited Liability Company Agreement of TMUS International LLC.

/s/ David A. Miller

David A. Miller, Manager
Date: 12/19/2020 | 9:08 AM PST

Exhibit 3.243

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

1. The name of the limited liability company is TVN Ventures LLC.

2. The address of its registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, DE 19808. The name of the registered agent at such address is Corporation Service Company.

3. This Certificate of Formation is effective as of February 8, 2021.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on February 8, 2021.

By: /s/ Katie True-Awtry
Katie True-Awtry, Assistant Secretary

Exhibit 3.244

LIMITED LIABILITY COMPANY AGREEMENT
OF
TVN VENTURES LLC

February 8, 2021

This Limited Liability Company Agreement (this "Agreement") of TVN Ventures LLC (the "Company") is entered into by T-Mobile USA, Inc., as the sole member (the "Member") of the Company.

The Member, by execution of this Agreement, hereby agrees as follows:

1. Name. The name of the limited liability company is TVN Ventures LLC.

2. Filing of Certificates. The Member or the Manager (as defined below), as an authorized person within the meaning of the Delaware Limited Liability Company Act (6 Del. C. § 18 101, et seq.), as amended from time to time (the "Act"), shall execute, deliver and file all certificates (and any amendments and/or restatements thereof) required or permitted to be filed with the Secretary of State of the State of Delaware. The Member or the Manager is authorized to execute, deliver and file any other certificates, notices or documents (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

3. Purposes. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

4. Powers. In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have and may exercise all the powers now or hereafter conferred by Delaware law on limited liability companies formed under the Act and all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 3.

5. Principal Business Office. The principal business office of the Company shall be located at 12920 SE 38th Street, Bellevue, WA 98006, or at such other location as may hereafter be determined by the Manager.

6. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

8. Member. The name and the mailing addresses of the Member are as follows:

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

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or acting as manager of the Company.

10. Capital Contributions. The Member is deemed admitted as a member of the Company upon its execution and delivery of this Agreement. The initial Member's ownership interest in the Company shall be represented by 100 units of membership interest ("Units"). An unlimited number of Units are authorized.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may voluntarily make additional capital contributions to the Company with the written consent of the Manager.

12. Allocation of Profits and Losses. For so long as the Member is the sole member of the Company, the Company's profits and losses shall be allocated solely to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Manager or the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

14. Management.

(a) The business and affairs of the Company shall be managed by a "manager" of the Company within the meaning of the Act (the "Manager"). The Manager shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes of the Company described herein, including all powers, statutory or otherwise, possessed by a manager of a limited liability company under the laws of the State of Delaware. The Manager has the authority to bind the Company. Except as otherwise provided in this Agreement, no Member shall have the authority to bind the Company.

(b) The Member shall appoint the Manager and may remove the Manager at any time with or without cause. A person appointed as Manager shall serve until the earlier of such person's death, disqualification, resignation or removal, and upon the occurrence of any such event, the Member shall promptly appoint a replacement Manager. Each person serving as Manager shall be required to execute an acknowledgment of this Agreement, which acknowledgment may be a counterpart signature page to this Agreement. The Member hereby appoints **David A. Miller** as the Manager. Notwithstanding any other provision of this Agreement, the Manager is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

15. Officers. The Manager may, from time to time as it deems advisable, select natural persons who are employees or agents of the Company and designate them as officers of the Company (the "Officers") and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Manager decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section may be revoked at any time by the Manager. An Officer may be removed with or without cause by the Manager. The names of the initial officers are:

G. Michael Sievert	President & Chief Executive Officer
Dow Draper	Executive Vice President, Emerging Products
Peter A. Ewens	Executive Vice President, Corporate Strategy and Development
David A. Miller	Executive Vice President, General Counsel & Secretary
Peter Osvaldik	Executive Vice President & Chief Financial Officer
Matthew A. Staneff	Executive Vice President & Chief Marketing Officer
Dara Bazzano	Senior Vice President & Chief Accounting Officer
Robert Gary	Senior Vice President, T-Mobile Entertainment
Broady Hodder	Senior Vice President, Legal Affairs, Corporate Governance and Strategic Transactions & Assistant Secretary
Christopher M. Miller	Senior Vice President, Taxation
Johannes Thorsteinsson	Senior Vice President, Treasury & Treasurer
Lauren Venezia	Senior Vice President, Deputy General Counsel & Assistant Secretary
Daniel Drobac	Vice President, Accounting & Controller
Rahul Modi	Vice President, Treasury & Assistant Treasurer
Larry Weians	Vice President, Tax
David E. Conroy	Assistant Secretary
Katie True-Awtry	Assistant Secretary
Frederick Williams	Assistant Secretary
Steve Brammer	Authorized Signatory
David Thacker	Authorized Signatory

16. Waiver of Fiduciary Duties. This Agreement is not intended to, and does not, create or impose any fiduciary duty on the Member, the Manager or any person or entity affiliated with the Member or the Manager. Further, the Member hereby waives any and all fiduciary duties owed by the Member or the Manager that, absent such waiver, may be implied by law, and in doing so, recognizes, acknowledges and agrees that the duties and obligations of members of the Company to one another and to the Company are only as expressly set forth in this Agreement.

17. Other Business Opportunities. The Member and any person or entity affiliated with the Member may engage in or possess an interest in other business opportunities or ventures (unconnected with the Company) of every kind and description, independently or with others, including, without limitation, businesses that may compete with the Company or the Manager. Neither the Member nor any person or entity affiliated with the Member shall be required to present any such business opportunity or venture to the Company or the Manager, even if the opportunity is of the character that, if presented to any of such persons, could be taken by them. Neither the Company, the Manager nor any person or entity affiliated with any of the foregoing shall have any rights in or to such business opportunities or ventures or the income or profits derived therefrom by virtue of this Agreement, notwithstanding any duty otherwise existing at law or in equity. The provisions of this Section shall apply to the Member solely in its capacity as member of the Company and shall not be deemed to modify any contract or arrangement, including, without limitation, any noncompete provisions, otherwise agreed to by the Company and the Member.

18. Exculpation and Indemnification.

(a) No Member, Manager, Officer, employee or agent of the Company and no affiliate, stockholder, officer, director, employee or agent of the Member (collectively, the "Covered Persons") shall be liable to the Company or any other person or entity who is a party to or is otherwise bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section shall be provided out of and to the extent of Company assets only, and the Member shall have no personal liability on account thereof.

(c) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by the person or entity as to matters the Covered Person reasonably believes are within such other person or entity's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(e) The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

(f) The foregoing provisions of this Section shall survive any termination of this Agreement.

19. Assignments. The Member may at any time assign in whole or in part its limited liability company interest in the Company. If the Member transfers any of its interest in the Company pursuant to this Section, the transferee shall be admitted to the Company, subject to Section 21, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. If the Member transfers all of its interest in the Company pursuant to this Section, such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the Member shall cease to be a member of the Company.

20. Resignation. The Member may at any time resign from the Company. If the Member resigns pursuant to this Section, an additional member shall be admitted to the Company, subject to Section 21, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

21. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member and upon such terms (including with respect to participation in the management, profits, losses and distributions of the Company) as may be determined by the Member and the additional persons or entities to be admitted.

22. Dissolution.

(a) The Company shall dissolve and its affairs shall be wound up upon the first to occur of: (i) the written consent of the Member, (ii) any time there are no members of the Company, unless the Company is continued in accordance with the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets or proceeds from the sale of the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

23. Benefits of Agreement; No Third-Party Rights. The provisions of this Agreement are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and the Member shall have no duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

24. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

25. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

26. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

27. Amendments. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, executed and delivered by the Member.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement, and all of which together shall constitute one and the same instrument.

(Signature page to follow)

IN WITNESS WHEREOF, the undersigned has entered in the Agreement as of the date written above.

T-MOBILE USA, INC.

/s/ David A. Miller

David A. Miller
Executive Vice President, General Counsel And Secretary

Exhibit 4.15

EXECUTION VERSION

FORTY-NINTH SUPPLEMENTAL INDENTURE

FORTY-NINTH SUPPLEMENTAL INDENTURE (this "*Forty-Ninth Supplemental Indenture*"), dated as of March 30, 2021, among T-Mobile USA, Inc. (the "*Company*"), the entities listed on Schedule I hereto (the "*New Guarantors*"), the existing guarantors signatory hereto (the "*Existing Guarantors*") and Deutsche Bank Trust Company Americas, as trustee under the Indenture referred to below (the "*Trustee*").

WITNESSETH:

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of April 28, 2013 (the "*Base Indenture*") as amended and supplemented with respect to the Company's (a) 6.000% Senior Notes due 2023 pursuant to the Seventeenth Supplemental Indenture dated as of September 5, 2014, (b) 6.000% Senior Notes due 2024 pursuant to the Twenty-First Supplemental Indenture dated as of November 5, 2015, (c) 4.000% Senior Notes due 2022 pursuant to the Twenty-Third Supplemental Indenture dated as of March 16, 2017, (d) 5.125% Senior Notes due 2025 pursuant to the Twenty-Fourth Supplemental Indenture dated as of March 16, 2017, (e) 5.375% Senior Notes due 2027 pursuant to the Twenty-Fifth Supplemental Indenture dated as of March 16, 2017, (f) 4.000% Senior Notes due 2022 pursuant to the Twenty-Sixth Supplemental Indenture dated as of April 27, 2017, (g) 5.375% Senior Notes due 2027-1 pursuant to the Twenty-Eighth Supplemental Indenture dated as of April 28, 2017, (h) 4.500% Senior Notes due 2026 pursuant to the Thirty-Second Supplemental Indenture dated as of January 25, 2018, (i) 4.750% Senior Notes due 2028 pursuant to the Thirty-Third Supplemental Indenture dated as of January 25, 2018, (j) 4.500% Senior Notes due 2026-1 pursuant to the Thirty-Fifth Supplemental Indenture dated as of April 30, 2018, (k) 4.750% Senior Notes due 2028-1 pursuant to the Thirty-Sixth Supplemental Indenture dated as of April 30, 2018, (l) 2.250% Senior Notes due 2026 pursuant to the Forty-Third Supplemental Indenture dated as of January 14, 2021, (m) 2.625% Senior Notes due 2029 pursuant to the Forty-Fourth Supplemental Indenture dated as of January 14, 2021, (n) 2.875% Senior Notes due 2031 pursuant to the Forty-Fifth Supplemental Indenture dated as of January 14, 2021, (o) 2.625% Senior Notes due 2026 pursuant to the Forty-Sixth Supplemental Indenture dated as of March 23, 2021, (p) 3.375% Senior Notes due 2029 pursuant to the Forty-Seventh Supplemental Indenture dated as of March 23, 2021 and (q) 3.500% Senior Notes due 2031 pursuant to the Forty-Eighth Supplemental Indenture dated as of March 23, 2021, and as amended and supplemented by the Eleventh Supplemental Indenture dated as of May 1, 2013, the Sixteenth Supplemental Indenture dated as of August 11, 2014, the Nineteenth Supplemental Indenture dated as of September 28, 2015, the Thirtieth Supplemental Indenture dated as of May 9, 2017, the Thirty-Fourth Supplemental Indenture dated as of April 26, 2018, the Thirty-Seventh Supplemental Indenture dated as of May 20, 2018, the Thirty-Eighth Supplemental Indenture dated as of December 20, 2018, the Fortieth Supplemental Indenture, dated as of September 27, 2019, the Forty-First Supplemental Indenture, dated as of April 1, 2020 and the Forty-Second Supplemental Indenture, dated as of May 7, 2020 (the Base Indenture as so amended and supplemented, the "*Indenture*");

WHEREAS, Section 4.17 of the Indenture provides that under certain circumstances the Company is required to cause the New Guarantors to execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantors shall become Guarantors of the applicable Notes on the terms and conditions set forth herein; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee, the Company, the Existing Guarantors and the New Guarantors are authorized to execute and deliver this Forty-Ninth Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the New Guarantors, the Existing Guarantors and the Trustee mutually covenant and agree for the benefit of the Holders of the applicable Notes as follows:

1. Defined Terms. As used in this Forty-Ninth Supplemental Indenture, capitalized terms used but not defined herein shall have the meaning set forth in the Indenture. The words "herein," "hereof" and "hereby" and other words of similar import used in this Forty-Ninth Supplemental Indenture refer to this Forty-Ninth Supplemental Indenture as a whole and not to any particular section hereof.

2. Agreement to Guarantee. The New Guarantors hereby agree to unconditionally guarantee, and the Existing Guarantors hereby affirm their unconditional guarantee of, the Company's obligations under the Notes and the Indenture on the terms and subject to the conditions set forth in the Indenture including but not limited to ARTICLE X thereof.

3. Notices. All notices or other communications to the Company and the New Guarantors shall be given as provided in Section 12.02 of the Indenture.

4. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly contemplated hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect.

5. Governing Law. THIS FORTY-NINTH SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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

7. Counterpart Originals. This Forty-Ninth Supplemental Indenture may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. The exchange of copies of this Forty-Ninth Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Forty-Ninth Supplemental Indenture as to the parties hereto and may be used in lieu of the original Forty-Ninth Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF transmission shall be deemed to be their original signatures for all purposes. The parties may sign any number of copies of this Forty-Ninth Supplemental Indenture. Each signed copy will be an original, but all of them together represent the same agreement.

8. Headings, etc. The headings of the Articles and Sections of this Forty-Ninth Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Forty-Ninth Supplemental Indenture and will in no way modify or restrict any of the terms or provisions hereof.

[Signatures on following page]

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

T-MOBILE USA, INC.

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Senior Vice President, Treasury & Treasurer

T-MOBILE US, INC.

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Senior Vice President, Treasury & Treasurer

ALDA WIRELESS HOLDINGS, LLC
AMERICAN TELECASTING DEVELOPMENT, LLC
AMERICAN TELECASTING OF ANCHORAGE, LLC
AMERICAN TELECASTING OF COLUMBUS, LLC
AMERICAN TELECASTING OF DENVER, LLC
AMERICAN TELECASTING OF FORT MYERS, LLC
AMERICAN TELECASTING OF FT. COLLINS, LLC
AMERICAN TELECASTING OF GREEN BAY, LLC
AMERICAN TELECASTING OF LANSING, LLC
AMERICAN TELECASTING OF LINCOLN, LLC
AMERICAN TELECASTING OF LITTLE ROCK, LLC
AMERICAN TELECASTING OF LOUISVILLE, LLC
AMERICAN TELECASTING OF MEDFORD, LLC
AMERICAN TELECASTING OF MICHIANA, LLC
AMERICAN TELECASTING OF MONTEREY, LLC
AMERICAN TELECASTING OF REDDING, LLC
AMERICAN TELECASTING OF SANTA BARBARA, LLC
AMERICAN TELECASTING OF SEATTLE, LLC
AMERICAN TELECASTING OF SHERIDAN, LLC
AMERICAN TELECASTING OF YUBA CITY, LLC
APC REALTY AND EQUIPMENT COMPANY, LLC
ASSURANCE WIRELESS OF SOUTH CAROLINA, LLC
ASSURANCE WIRELESS USA, L.P.
ATI SUB, LLC
BROADCAST CABLE, LLC
CLEAR WIRELESS LLC
CLEARWIRE COMMUNICATIONS LLC
CLEARWIRE HAWAII PARTNERS SPECTRUM, LLC
CLEARWIRE IP HOLDINGS LLC
CLEARWIRE LEGACY LLC
CLEARWIRE SPECTRUM HOLDINGS II LLC
CLEARWIRE SPECTRUM HOLDINGS III LLC
CLEARWIRE SPECTRUM HOLDINGS LLC
CLEARWIRE XOHM LLC
FIXED WIRELESS HOLDINGS, LLC
FRESNO MMDS ASSOCIATES, LLC
IBSV LLC
KENNEWICK LICENSING, LLC
L3TV CHICAGOLAND CABLE SYSTEM, LLC
L3TV COLORADO CABLE SYSTEM, LLC, each as a Guarantor

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Senior Vice President, Treasury & Treasurer

L3TV DALLAS CABLE SYSTEM, LLC
L3TV DC CABLE SYSTEM, LLC
L3TV DETROIT CABLE SYSTEM, LLC
L3TV LOS ANGELES CABLE SYSTEM, LLC
L3TV MINNEAPOLIS CABLE SYSTEM, LLC
L3TV NEW YORK CABLE SYSTEM, LLC
L3TV PHILADELPHIA CABLE SYSTEM, LLC
L3TV SAN FRANCISCO CABLE SYSTEM, LLC
L3TV SEATTLE CABLE SYSTEM, LLC
LAYER3 TV, LLC
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
MINORCO, LLC
NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC.
NEXTEL OF NEW YORK, INC.
NEXTEL RETAIL STORES, LLC
NEXTEL SOUTH CORP.
NEXTEL SYSTEMS, LLC
NEXTEL WEST CORP.
NSAC, LLC
PCTV GOLD II, LLC
PCTV SUB, LLC
PEOPLE'S CHOICE TV OF HOUSTON, LLC
PEOPLE'S CHOICE TV OF ST. LOUIS, LLC
PRWIRELESS PR, LLC
PUSHSPRING, INC.
SFE 1, LLC
SIHI NEW ZEALAND HOLDCO, INC.
SPEEDCHOICE OF DETROIT, LLC
SPEEDCHOICE OF PHOENIX, LLC, each as a Guarantor

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Senior Vice President, Treasury & Treasurer

SPRINT (BAY AREA), LLC
SPRINT CAPITAL CORPORATION
SPRINT COMMUNICATIONS COMPANY L.P.
SPRINT COMMUNICATIONS COMPANY OF NEW HAMPSHIRE, INC.
SPRINT COMMUNICATIONS COMPANY OF VIRGINIA, INC.
SPRINT COMMUNICATIONS, INC.
SPRINT CORPORATION
SPRINT EBUSINESS, INC.
SPRINT ENTERPRISE NETWORK SERVICES, INC.
SPRINT EWIRELESS, INC.
SPRINT INTERNATIONAL COMMUNICATIONS CORPORATION
SPRINT INTERNATIONAL HOLDING, INC.
SPRINT INTERNATIONAL INCORPORATED
SPRINT INTERNATIONAL NETWORK COMPANY LLC
SPRINT PCS ASSETS, L.L.C.
SPRINT SOLUTIONS, INC.
SPRINT SPECTRUM HOLDING COMPANY, LLC
SPRINT SPECTRUM REALTY COMPANY, LLC
SPRINT/UNITED MANAGEMENT COMPANY
TDI ACQUISITION SUB, LLC
THEORY MOBILE, INC.
T-MOBILE INNOVATIONS 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 LLC
T-MOBILE SOUTH LLC
T-MOBILE WEST LLC
TMUS INTERNATIONAL LLC
TRANSWORLD TELECOM II, LLC
TVN VENTURES LLC
USST OF TEXAS, INC.
UTELCOM LLC
VMU GP, LLC
WBS OF AMERICA, LLC, each as a Guarantor

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Senior Vice President, Treasury & Treasurer

WBS OF SACRAMENTO, LLC
WBSY LICENSING, LLC
WCOF, LLC
WIRELESS BROADBAND SERVICES OF AMERICA, L.L.C.
WIRELINE LEASING CO., INC., each as a Guarantor

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Senior Vice President, Treasury & Treasurer

SPRINTCOM, INC.
SPRINT SPECTRUM L.P.
T-MOBILE FINANCIAL LLC
T-MOBILE LEASING LLC, each as a Guarantor

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Assistant Treasurer

T-MOBILE CENTRAL LLC, as a Guarantor

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Vice President

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: /s/ Jeffrey Schoenfeld
Name: Jeffrey Schoenfeld
Title: Vice President

By: /s/ Chris Niesz
Name: Chris Niesz
Title: Vice President

Schedule I

Entity	Jurisdiction of Organization
T-MOBILE INNOVATIONS LLC	Delaware
TVN VENTURES LLC	Delaware

Exhibit 4.18

EXECUTION VERSION

EIGHTEENTH SUPPLEMENTAL INDENTURE

EIGHTEENTH SUPPLEMENTAL INDENTURE (this *"Eighteenth Supplemental Indenture"),* dated as of March 30, 2021, among T-Mobile USA, Inc. (the *"Issuer"),* the entities listed on Schedule I hereto (the *"New Guarantors"),* the existing guarantors signatory hereto (the *"Existing Guarantors")* and Deutsche Bank Trust Company Americas, as trustee (the *"Trustee")* under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Issuer is party to the Indenture, dated as of April 9, 2020 (the *"Base Indenture")* among the Issuer, T-Mobile US, Inc., a Delaware corporation, as a guarantor, and the Trustee, as amended and supplemented with respect to the Issuer's (a) 3.500% Senior Secured Notes due 2025 by the First Supplemental Indenture dated as of April 9, 2020, (b) 3.750% Senior Secured Notes due 2027 by the Second Supplemental Indenture dated as of April 9, 2020, (c) 3.875% Senior Secured Notes due 2030 by the Third Supplemental Indenture dated as of April 9, 2020, (d) 4.375% Senior Secured Notes due 2040 by the Fourth Supplemental Indenture dated as of April 9, 2020, (e) 4.500% Senior Secured Notes due 2050 by the Fifth Supplemental Indenture dated as of April 9, 2020, (f) 1.500% Senior Secured Notes due 2026 by the Seventh Supplemental Indenture dated as of June 24, 2020, (g) 2.050% Senior Secured Notes due 2028 by the Eighth Supplemental Indenture dated as of June 24, 2020 and the Tenth Supplemental Indenture dated as of October 6, 2020, (h) 2.550% Senior Secured Notes due 2031 by the Ninth Supplemental Indenture dated as of June 24, 2020 and the Eleventh Supplemental Indenture dated as of October 6, 2020, (i) 3.000% Senior Secured Notes due 2041 by the Twelfth Supplemental Indenture dated as of October 6, 2020 and the Fifteenth Supplemental Indenture dated as of October 28, 2020, (j) 3.300% Senior Secured Notes due 2051 by the Thirteenth Supplemental Indenture dated as of October 6, 2020 and the Sixteenth Supplemental Indenture dated as of October 28, 2020, (k) 2.250% Senior Secured Notes due 2031 by the Fourteenth Supplemental Indenture dated as of October 28, 2020, and (l) 3.600% Senior Secured Notes due 2060 by the Seventeenth Supplemental Indenture dated as of October 28, 2020, and as amended and supplemented by the Sixth Supplemental Indenture dated as of May 7, 2020 (the Base Indenture as so amended and supplemented, the *"Indenture");*

WHEREAS, Section 4.09 of the Indenture provides that under certain circumstances the Issuer is required to cause the New Guarantors to execute and deliver to the Trustee a supplemental indenture pursuant to which each of the New Guarantors shall become a Guarantor of the applicable Notes on the terms and conditions set forth herein; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee, the Issuer, the Existing Guarantors and the New Guarantors are authorized to execute and deliver this Eighteenth Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the New Guarantors, the Existing Guarantors and the Trustee mutually covenant and agree for the benefit of the Holders of the applicable Notes as follows:

1. Defined Terms. As used in this Eighteenth Supplemental Indenture, capitalized terms used but not defined herein shall have the meaning set forth in the Indenture. The words "herein," "hereof" and "hereby" and other words of similar import used in this Eighteenth Supplemental Indenture refer to this Eighteenth Supplemental Indenture as a whole and not to any particular section hereof.

2. Agreement to Guarantee. The New Guarantors hereby agree, jointly and severally, to unconditionally guarantee, and the Existing Guarantors hereby affirm their joint and several unconditional guarantee of, the Issuer's obligations under the Notes and the Indenture on the terms and subject to the conditions set forth in the Indenture including but not limited to ARTICLE X thereof.

3. Notices. All notices or other communications to the Issuer and the New Guarantors shall be given as provided in Section 12.02 of the Indenture.

4. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly contemplated hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect.

5. Governing Law. THIS EIGHTEENTH SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

6 The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Eighteenth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the New Guarantors and the Issuer.

7. Counterpart Originals. This Eighteenth Supplemental Indenture may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. The exchange of copies of this Eighteenth Supplemental Indenture and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Eighteenth Supplemental Indenture as to the parties hereto and may be used in lieu of the original Eighteenth Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes. The parties may sign any number of copies of this Eighteenth Supplemental Indenture. Each signed copy will be an original, but all of them together represent the same agreement.

8. Headings, etc. The headings of the Articles and Sections of this Eighteenth Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Eighteenth Supplemental Indenture and will in no way modify or restrict any of the terms or provisions hereof.

[Signatures on following page]

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

T-MOBILE INNOVATIONS LLC

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Senior Vice President, Treasury & Treasurer

TVN VENTURES LLC

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Senior Vice President, Treasury & Treasurer

[Eighteenth Supplemental Indenture]

T-MOBILE USA, INC.

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Senior Vice President, Treasury & Treasurer

T-MOBILE US, INC.

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Senior Vice President, Treasury & Treasurer

ALDA WIRELESS HOLDINGS, LLC
AMERICAN TELECASTING DEVELOPMENT, LLC
AMERICAN TELECASTING OF ANCHORAGE, LLC
AMERICAN TELECASTING OF COLUMBUS, LLC
AMERICAN TELECASTING OF DENVER, LLC
AMERICAN TELECASTING OF FORT MYERS, LLC
AMERICAN TELECASTING OF FT. COLLINS, LLC
AMERICAN TELECASTING OF GREEN BAY, LLC
AMERICAN TELECASTING OF LANSING, LLC
AMERICAN TELECASTING OF LINCOLN, LLC
AMERICAN TELECASTING OF LITTLE ROCK, LLC
AMERICAN TELECASTING OF LOUISVILLE, LLC
AMERICAN TELECASTING OF MEDFORD, LLC
AMERICAN TELECASTING OF MICHIANA, LLC
AMERICAN TELECASTING OF MONTEREY, LLC
AMERICAN TELECASTING OF REDDING, LLC
AMERICAN TELECASTING OF SANTA BARBARA, LLC
AMERICAN TELECASTING OF SEATTLE, LLC
AMERICAN TELECASTING OF SHERIDAN, LLC
AMERICAN TELECASTING OF YUBA CITY, LLC
APC REALTY AND EQUIPMENT COMPANY, LLC
ASSURANCE WIRELESS OF SOUTH CAROLINA, LLC
ASSURANCE WIRELESS USA, L.P.
ATI SUB, LLC
BROADCAST CABLE, LLC
CLEAR WIRELESS LLC
CLEARWIRE COMMUNICATIONS LLC
CLEARWIRE HAWAII PARTNERS SPECTRUM, LLC
CLEARWIRE IP HOLDINGS LLC
CLEARWIRE LEGACY LLC
CLEARWIRE SPECTRUM HOLDINGS II LLC
CLEARWIRE SPECTRUM HOLDINGS III LLC
CLEARWIRE SPECTRUM HOLDINGS LLC
CLEARWIRE XOHM LLC
FIXED WIRELESS HOLDINGS, LLC
FRESNO MMDS ASSOCIATES, LLC
IBSV LLC
KENNEWICK LICENSING, LLC
L3TV CHICAGOLAND CABLE SYSTEM, LLC
L3TV COLORADO CABLE SYSTEM, LLC, each as a Guarantor

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Senior Vice President, Treasury & Treasurer

L3TV DALLAS CABLE SYSTEM, LLC
L3TV DC CABLE SYSTEM, LLC
L3TV DETROIT CABLE SYSTEM, LLC
L3TV LOS ANGELES CABLE SYSTEM, LLC
L3TV MINNEAPOLIS CABLE SYSTEM, LLC
L3TV NEW YORK CABLE SYSTEM, LLC
L3TV PHILADELPHIA CABLE SYSTEM, LLC
L3TV SAN FRANCISCO CABLE SYSTEM, LLC
L3TV SEATTLE CABLE SYSTEM, LLC
LAYER3 TV, LLC
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
MINORCO, LLC
NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC.
NEXTEL OF NEW YORK, INC.
NEXTEL RETAIL STORES, LLC
NEXTEL SOUTH CORP.
NEXTEL SYSTEMS, LLC
NEXTEL WEST CORP.
NSAC, LLC
PCTV GOLD II, LLC
PCTV SUB, LLC
PEOPLE'S CHOICE TV OF HOUSTON, LLC
PEOPLE'S CHOICE TV OF ST. LOUIS, LLC
PRWIRELESS PR, LLC
PUSHSPRING, INC.
SFE 1, LLC
SIHI NEW ZEALAND HOLDCO, INC.
SPEEDCHOICE OF DETROIT, LLC
SPEEDCHOICE OF PHOENIX, LLC, each as a Guarantor

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Senior Vice President, Treasury & Treasurer

SPRINT (BAY AREA), LLC
SPRINT CAPITAL CORPORATION
SPRINT COMMUNICATIONS COMPANY L.P.
SPRINT COMMUNICATIONS COMPANY OF NEW HAMPSHIRE, INC.
SPRINT COMMUNICATIONS COMPANY OF VIRGINIA, INC.
SPRINT COMMUNICATIONS, INC.
SPRINT CORPORATION
SPRINT EBUSINESS, INC.
SPRINT ENTERPRISE NETWORK SERVICES, INC.
SPRINT EWIRELESS, INC.
SPRINT INTERNATIONAL COMMUNICATIONS CORPORATION
SPRINT INTERNATIONAL HOLDING, INC.
SPRINT INTERNATIONAL INCORPORATED
SPRINT INTERNATIONAL NETWORK COMPANY LLC
SPRINT PCS ASSETS, L.L.C.
SPRINT SOLUTIONS, INC.
SPRINT SPECTRUM HOLDING COMPANY, LLC
SPRINT SPECTRUM REALTY COMPANY, LLC
SPRINT/UNITED MANAGEMENT COMPANY
TDI ACQUISITION SUB, LLC
THEORY MOBILE, INC.
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 LLC
T-MOBILE SOUTH LLC
T-MOBILE WEST LLC
TMUS INTERNATIONAL LLC
TRANSWORLD TELECOM II, LLC
USST OF TEXAS, INC.
UTELCOM LLC
VMU GP, LLC
WBS OF AMERICA, LLC, each as a Guarantor

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Senior Vice President, Treasury & Treasurer

WBS OF SACRAMENTO, LLC
WBSY LICENSING, LLC
WCOF, LLC
WIRELESS BROADBAND SERVICES OF AMERICA, L.L.C.
WIRELINE LEASING CO., INC., each as a Guarantor

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Senior Vice President, Treasury & Treasurer

SPRINTCOM, INC.
SPRINT SPECTRUM L.P.
T-MOBILE FINANCIAL LLC
T-MOBILE LEASING LLC, each as a Guarantor

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Assistant Treasurer

T-MOBILE CENTRAL LLC, as a Guarantor

By: /s/ Johannes Thorsteinsson
Name: Johannes Thorsteinsson
Title: Vice President

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: /s/ Jeffrey Schoenfeld
Name: Jeffrey Schoenfeld
Title: Vice President

By: /s/ Chris Niesz
Name: Chris Niesz
Title: Vice President

Schedule I

Entity	Jurisdiction of Organization
T-MOBILE INNOVATIONS LLC	Delaware
TVN VENTURES LLC	Delaware

Fried, Frank, Harris, Shriver & Jacobson LLP

One New York Plaza
New York, New York 10004
Tel: +1.212.859.8000
Fax: +1.212.859.4000
www.friedfrank.com

March 30, 2021

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

Ladies and Gentlemen:

We are acting as counsel to T-Mobile USA, Inc., a Delaware corporation (the "Company"), T-Mobile US, Inc., a Delaware corporation and the direct parent of the Company (the "Parent"), T-Mobile Innovations LLC, a Delaware limited liability company ("T-Mobile Innovations"), and TVN Ventures LLC, a Delaware limited liability company (collectively with T-Mobile Innovations, the "New Guarantors"), in connection with Post-Effective Amendment No. 1 (the "Amendment") to the Registration Statement on Form S-3 (File No. 333-249079) (as amended by the Amendment, the "Registration Statement"), under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement, including the prospectus contained therein (the "Prospectus"), relates to (x) the contemplated issuance from time to time, as set forth in the applicable prospectus contained in the Registration Statement (the "Primary Prospectus") and as may be set forth in one or more supplements to the Primary Prospectus (each, a "Primary Prospectus Supplement"), of (i) one or more series of debt securities (the "Primary Debt Securities") which may be issued by the Company and (ii) guarantees by one or more of the Guarantors of the Primary Debt Securities (the "Primary Debt Securities Guarantees") and (y) the contemplated resale from time to time, as set forth in the applicable prospectus contained in the Registration Statement (the "Resale Prospectus", and each of the Resale Prospectus and the Primary Prospectus, a "Prospectus") and as may be set forth in one or more supplements to the Resale Prospectus (each, a "Resale Prospectus Supplement", and each Resale Prospectus Supplement and each Primary Prospectus Supplement, a "Prospectus Supplement") by the selling securityholder named in the Registration Statement of (i) the Company's 4.000% Senior Notes due 2022-1 (the "2022-1 Notes"), 4.500% Senior Notes due 2026-1 (the "2026-1 Notes"), 5.375% Senior Notes due 2027-1 (the "2027-1 Notes") and 4.750% Senior Notes due 2028-1 (the "2028-1 Notes" and, collectively with the 2022-1 Notes, 2026-1 Notes and 2027-1 Notes, the "Resale Debt Securities") and (ii) guarantees by the Guarantors of the Resale Debt Securities (the "Resale Debt Securities Guarantees"). We refer to the Primary Debt Securities and the Resale Debt Securities, collectively as the "Debt Securities." With your permission, all assumptions and statements of reliance herein have been made without any independent investigation or verification on our part, and we express no opinion with respect to the subject matter or accuracy of such assumptions or items relied upon. The Amendment relates to (i) the addition of the New Guarantors as co-registrants under the Registration Statement, (ii) the registration of guarantees (the "New Resale Debt Securities Guarantees") issued by the New Guarantors with respect to the Resale Debt Securities and (iii) the registration of guarantees (the "New Primary Debt Securities Guarantees" and collectively with the New Resale Debt Securities Guarantees, the "New Guarantees") by the New Guarantors to be issued in connection with Primary Debt Securities that may be issued by the Company.

The New Primary Debt Securities Guarantees may be issued from time to time pursuant to (i) one or more supplemental indentures (each, an "Unsecured Notes Supplemental Indenture") to the Indenture, dated as of April 28, 2013 (as supplemented to the date hereof, the "Unsecured Notes Indenture"), among the Company, the guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee and (ii) one or more supplemental indentures (each, a "Secured Notes Supplemental Indenture") to the Indenture, dated as of April 9, 2020 (as supplemented to the date hereof, the "Secured Notes Indenture" and, collectively with the Unsecured Notes Indenture, the "Indentures" and each, an "Indenture"), among the Company, Parent and Deutsche Bank Trust Company Americas, as trustee. The Resale Debt Securities Guarantees were issued pursuant to the Forty-Ninth Supplemental Indenture, dated as of March 30, 2021, to the Unsecured Notes Indenture (the "Resale Notes Supplemental Indenture"). The Unsecured Notes Indenture, the Unsecured Notes Supplemental Indentures, the Secured Notes Indenture, the Secured Notes Supplemental Indentures, the Resale Notes Supplemental Indenture, the certificates evidencing the Resale Debt Securities, any certificates evidencing Primary Debt Securities, the notations of guarantee with respect to the Resale Debt Securities Guarantees and any notations of guarantee with respect to Primary Debt Securities Guarantees, and any other documents contemplated thereby or hereby are collectively referred to herein as the "Documents."

In connection with this opinion, we have (i) investigated such questions of law, (ii) examined originals or certified, conformed, electronic or reproduction copies of such agreements, instruments, documents and records of the Company, the Parent and the New Guarantors, such certificates of public officials and such other documents, and (iii) received such information from officers and representatives of the Company, the Parent and the New Guarantors and others, in each case as we have deemed necessary or appropriate for the purposes of this opinion.

In all such examinations, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of original and certified documents and the conformity to original or certified documents of all copies submitted to us as certified, conformed, electronic or reproduction copies. As to various questions of fact relevant to the opinions expressed herein, we have relied upon, and assume the accuracy of, the statements, representations and warranties contained in the Documents, certificates and oral or written statements and other information of or from public officials, officers or other appropriate representatives of the Company, the Parent, the New Guarantors and others and assume compliance on the part of all parties to the Documents with their respective covenants and agreements contained therein.

With your permission, all assumptions and statements of reliance herein have been made without any independent investigation or verification on our part and we express no opinion with respect to the subject matter or accuracy of such assumptions or items relied upon.

To the extent it may be relevant to the opinions expressed herein, we have assumed that (i) all of the parties to the Documents (other than the New Guarantors) are validly existing and in good standing under the laws of their respective jurisdictions of organization; (ii) the parties to the Documents (other than the New Guarantors) have the power and authority to (a) execute and deliver the Documents, (b) perform their obligations thereunder and (c) consummate the transactions contemplated thereby; (iii) each of the Documents has been duly authorized, executed and delivered by each of the parties thereto (other than the New Guarantors); (iv) each of the Documents constitutes a valid and binding obligation of all of the parties thereto (other than as expressly addressed in the opinions below as to the New Guarantors), enforceable against such parties in accordance with their respective terms and (v) all of the parties to the Documents will comply with all of their obligations under the Documents and all laws applicable thereto.

Based upon the foregoing and subject to the limitations, qualifications and assumptions set forth herein, we are of the opinion that:

1. When (i) the Amendment and any subsequent amendments to the Registration Statement (including any post-effective amendments) have become effective under the Securities Act, (ii) the terms of the issuance and sale of the New Primary Debt Securities Guarantees registered pursuant to the Registration Statement have been established in accordance with the applicable Indenture and duly approved by the Member(s), Manager(s), Board of Directors, other governing body or committee thereof, as applicable, of each New Guarantor providing a guarantee thereof, in conformity with such New Guarantor's (x) Certificate of Formation and (y) Limited Liability Company Agreement or Member Control Agreement, as applicable (as each may be amended from time to time), and all other necessary limited liability company action on the part of such New Guarantor has been taken in connection therewith and in a manner so as not to violate any applicable law or result in a default under or breach of any agreement or instrument then binding on any of the Company or the New Guarantors, and so as to comply with any requirement or restriction imposed by any court or governmental body having jurisdiction over the Company and the New Guarantors, (iii) any relevant Unsecured Notes Supplemental Indenture or Secured Notes Supplemental Indenture has been duly authorized, executed and delivered by the Company, each New Guarantor party thereto and each other party thereto, (iv) the terms of any collateral or security arrangements relating to such New Primary Debt Securities Guarantees have been established and the agreements thereto have been validly executed and delivered by each of the parties thereto and any collateral has been deposited with the collateral agent, if applicable, in accordance with such arrangements, (v) such New Primary Debt Securities Guarantees have been duly issued in accordance with the applicable Indenture and any applicable Secured Notes Supplemental Indenture or Unsecured Notes Supplemental Indenture and (vi) such New Primary Debt Securities have been duly authenticated, executed and delivered against payment therefor in accordance with the applicable definitive purchase, underwriting or similar agreement, such New Primary Debt Securities Guarantees will constitute valid and binding obligations of the New Guarantors.

2. The Resale Debt Securities Guarantees are valid and binding obligations of the New Guarantors.

The opinions set forth above are subject to the following qualifications:

(A) We express no opinion as to the validity or binding effect of any provision of any of the Documents:

i. relating to indemnification, contribution or exculpation;

ii. containing any purported waiver, release, variation of rights, disclaimer, consent or other agreement of similar effect (all of the foregoing, collectively, a "Waiver") by any party under any of such Documents to the extent limited by provisions of applicable law (including judicial decisions), or to the extent that such a Waiver applies to a right, claim, duty, defense or ground for discharge otherwise existing or occurring as a matter of law (including judicial decisions);

iii. related to (a) forum selection or submission to jurisdiction (including, without limitation, any waiver of any objection to venue in any court or of any objection that a court is an inconvenient forum) to the extent that the validity or binding effect of such provision is to be considered by any court other than a court of the State of New York, (b) choice of governing law to the extent that the validity or binding effect of any such provision is to be considered by any court other than a court of the State of New York or a federal district court sitting in the State of New York and applying the law of the State of New York, in each case, applying the choice of law principles of the State of New York, (c) service of process or (d) waiver of any rights to trial by jury;

iv. specifying that provisions thereof may be modified or waived only in writing;

v. purporting to give any person or entity the power to accelerate obligations without any notice to the obligor;

vi. specifying that any person may exercise set-off or similar rights other than in accordance with applicable law; or

vii. relating to payment of late charges, interest (or discount or equivalent amounts), premium, "make-whole" payments, collection costs or fees at a rate or in an amount, after or upon the maturity or acceleration of the liabilities evidenced or secured thereby or after or during the continuance of any default or other circumstance, or upon prepayment, that a court would determine in the circumstances to be unreasonable, a penalty or a forfeiture.

(B) We express no opinion as to the validity or binding effect of any provision of any agreement (i) providing for payments thereunder in a currency other than currency of the United States of America to the extent that a court of competent jurisdiction, under applicable law, will convert any judgment rendered in such other currency into currency of the United States of America or to the extent that payment in a currency other than currency of the United States of America is contrary to applicable law or (ii) providing for governmental authority to limit, delay or prohibit the making of payments outside the United States or in foreign currency or composite currency.

(C) We express no opinion as to the effect of any law of any jurisdiction other than the State of New York wherein any party to the Documents may be located or wherein enforcement of any Documents may be sought that limits the rates of interest legally chargeable or collectible.

(D) We express no opinion as to the validity or binding effect of any provision of any agreement purporting to give any person or entity the power to accelerate obligations without any notice to the obligor.

(E) The opinions set forth above are subject to the following:

i. bankruptcy, insolvency, reorganization, moratorium and other laws (or related judicial doctrines) now or hereafter in effect relating to or affecting creditors' rights or remedies generally;

ii. general principles of equity (including, without limitation, standards of materiality, good faith, fair dealing and reasonableness, equitable defenses and limits as to the availability of equitable remedies), whether such principles are considered in a proceeding in equity or at law; and

iii. the application of any applicable fraudulent conveyance, fraudulent transfer, fraudulent obligation, or preferential transfer law or any law governing the distribution of assets of any person now or hereafter in effect affecting creditors' rights and remedies generally.

The opinions expressed herein are limited to the laws of the State of New York and, to the extent relevant to the opinions expressed herein, the Limited Liability Company Act of the State of Delaware, each as currently in effect, and no opinion is expressed with respect to any other laws or any effect that such other laws may have on the opinions expressed herein. This opinion letter is limited to the matters stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated herein. This letter is given only as of the time of its delivery, and we undertake no responsibility to update or supplement this letter after its delivery.

We hereby consent to the filing of this opinion as an exhibit to the Amendment. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission.

Very truly yours,

/s/ Fried, Frank, Harris, Shriver & Jacobson LLP

FRIED, FRANK, HARRIS, SHRIVER & JACOBSON LLP

Exhibit 22.1

Subsidiary Guarantors and Issuers of Guaranteed Securities and Affiliates Whose Securities Collateralize Securities of the Registrant

Guaranteed Securities

The following securities (collectively, the "Resale Notes"), issued by T-Mobile USA, Inc., a Delaware corporation and wholly-owned subsidiary of T-Mobile US, Inc. (the "Company") and registered for resale pursuant to the Registration Statement on Form S-3 to which this Exhibit 22.1 pertains, were outstanding as of March 30, 2021:

Description of Notes
4.000% senior notes due 2022-1 held by affiliate
4.500% senior notes due 2026-1 held by affiliate
5.375% senior notes due 2027-1 held by affiliate
4.750% senior notes due 2028-1 held by affiliate

Obligors

As of March 30, 2021, the obligors under the Resale Notes consisted of the Company, as a guarantor, and its subsidiaries listed in the following table. The obligors under any debt securities issued from time to time under (x) the Indenture, dated as of April 28, 2013, among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee or (y) the Indenture, dated as of April 9, 2020, by and among T-Mobile USA, Inc., T-Mobile US, Inc. and Deutsche Bank Trust Company Americas, as trustee, may in either case also consist of the Company, as a guarantor, and its subsidiaries listed in the following table.

Name of Subsidiary	Jurisdiction of Organization	Obligor Type
Alda Wireless Holdings, LLC	Delaware	Guarantor
American Telecasting Development, LLC	Delaware	Guarantor
American Telecasting of Anchorage, LLC	Delaware	Guarantor
American Telecasting of Columbus, LLC	Delaware	Guarantor
American Telecasting of Denver, LLC	Delaware	Guarantor
American Telecasting of Fort Myers, LLC	Delaware	Guarantor
American Telecasting of Ft. Collins, LLC	Delaware	Guarantor
American Telecasting of Green Bay, LLC	Delaware	Guarantor
American Telecasting of Lansing, LLC	Delaware	Guarantor
American Telecasting of Lincoln, LLC	Delaware	Guarantor
American Telecasting of Little Rock, LLC	Delaware	Guarantor
American Telecasting of Louisville, LLC	Delaware	Guarantor
American Telecasting of Medford, LLC	Delaware	Guarantor
American Telecasting of Michiana, LLC	Delaware	Guarantor
American Telecasting of Monterey, LLC	Delaware	Guarantor
American Telecasting of Redding, LLC	Delaware	Guarantor
American Telecasting of Santa Barbara, LLC	Delaware	Guarantor
American Telecasting of Seattle, LLC	Delaware	Guarantor
American Telecasting of Sheridan, LLC	Delaware	Guarantor
American Telecasting of Yuba City, LLC	Delaware	Guarantor
APC Realty and Equipment Company, LLC	Delaware	Guarantor
Assurance Wireless of South Carolina, LLC	Delaware	Guarantor
Assurance Wireless USA, L.P.	Delaware	Guarantor
ATI Sub, LLC	Delaware	Guarantor
Broadcast Cable, LLC	Delaware	Guarantor
Clear Wireless LLC	Nevada	Guarantor
Clearwire Communications LLC	Delaware	Guarantor
Clearwire Hawaii Partners Spectrum, LLC	Nevada	Guarantor
Clearwire IP Holdings LLC	New York	Guarantor
Clearwire Legacy LLC	Delaware	Guarantor
Clearwire Spectrum Holdings II LLC	Nevada	Guarantor
Clearwire Spectrum Holdings III LLC	Nevada	Guarantor
Clearwire Spectrum Holdings LLC	Nevada	Guarantor
Clearwire XOHM LLC	Delaware	Guarantor
Fixed Wireless Holdings, LLC	Delaware	Guarantor
Fresno MMDS Associates, LLC	Delaware	Guarantor
IBSV LLC	Delaware	Guarantor
Kennewick Licensing, LLC	Delaware	Guarantor
Layer3 TV, LLC	Delaware	Guarantor
L3TV Chicagoland Cable System, LLC	Delaware	Guarantor
L3TV Colorado Cable System, LLC	Delaware	Guarantor
L3TV Dallas Cable System, LLC	Delaware	Guarantor
L3TV DC Cable System, LLC	Delaware	Guarantor

L3TV Detroit Cable System, LLC	Delaware	Guarantor
L3TV Los Angeles Cable System, LLC	Delaware	Guarantor
L3TV Minneapolis Cable System, LLC	Delaware	Guarantor
L3TV New York Cable System, LLC	Delaware	Guarantor
L3TV Philadelphia Cable System, LLC	Delaware	Guarantor
L3TV San Francisco Cable System, LLC	Delaware	Guarantor
L3TV Seattle Cable System, LLC	Delaware	Guarantor
MetroPCS California, LLC	Delaware	Guarantor
MetroPCS Florida, LLC	Delaware	Guarantor
MetroPCS Georgia, LLC	Delaware	Guarantor
MetroPCS Massachusetts, LLC	Delaware	Guarantor
MetroPCS Michigan, LLC	Delaware	Guarantor
MetroPCS Networks California, LLC	Delaware	Guarantor
MetroPCS Networks Florida, LLC	Delaware	Guarantor
MetroPCS Nevada, LLC	Delaware	Guarantor
MetroPCS New York, LLC	Delaware	Guarantor
MetroPCS Pennsylvania, LLC	Delaware	Guarantor
MetroPCS Texas, LLC	Delaware	Guarantor
MinorCo, LLC	Delaware	Guarantor
Nextel Communications of the Mid-Atlantic, Inc.	Delaware	Guarantor
Nextel of New York, Inc.	Delaware	Guarantor
Nextel Retail Stores, LLC	Delaware	Guarantor
Nextel South Corp.	Georgia	Guarantor
Nextel Systems, LLC	Delaware	Guarantor
Nextel West Corp.	Delaware	Guarantor
NSAC, LLC	Delaware	Guarantor
PCTV Gold II, LLC	Delaware	Guarantor
PCTV Sub, LLC	Delaware	Guarantor
People’s Choice TV of Houston, LLC	Delaware	Guarantor
People’s Choice TV of St. Louis, LLC	Delaware	Guarantor
PRWireless PR, LLC	Delaware	Guarantor
PushSpring, Inc.	Delaware	Guarantor
SFE 1, LLC	Delaware	Guarantor
SIHI New Zealand Holdco, Inc.	Kansas	Guarantor
SpeedChoice of Detroit, LLC	Delaware	Guarantor
SpeedChoice of Phoenix, LLC	Delaware	Guarantor
Sprint (Bay Area), LLC	Delaware	Guarantor
Sprint Capital Corporation	Delaware	Guarantor*
Sprint Communications, Inc.	Kansas	Guarantor*
Sprint Communications Company L.P.	Delaware	Guarantor
Sprint Communications Company of New Hampshire, Inc.	New Hampshire	Guarantor
Sprint Communications Company of Virginia, Inc.	Virginia	Guarantor
Sprint Corporation	Delaware	Guarantor*
Sprint eBusiness, Inc.	Kansas	Guarantor

Sprint Enterprise Network Services, Inc.	Kansas	Guarantor
Sprint eWireless, Inc.	Kansas	Guarantor
Sprint International Communications Corporation	Delaware	Guarantor
Sprint International Holding, Inc.	Kansas	Guarantor
Sprint International Incorporated	Delaware	Guarantor
Sprint International Network Company LLC	Delaware	Guarantor
Sprint PCS Assets, L.L.C.	Delaware	Guarantor
Sprint Solutions, Inc.	Delaware	Guarantor
Sprint Spectrum Holding Company, LLC	Delaware	Guarantor
Sprint Spectrum L.P.	Delaware	Guarantor
Sprint Spectrum Realty Company, LLC	Delaware	Guarantor
Sprint/United Management Company	Kansas	Guarantor
SprintCom, Inc.	Kansas	Guarantor
T-Mobile Central LLC	Delaware	Guarantor
T-Mobile Financial LLC	Delaware	Guarantor
T-Mobile Innovations LLC	Delaware	Guarantor
T-Mobile Leasing LLC	Delaware	Guarantor
T-Mobile License LLC	Delaware	Guarantor
T-Mobile Northeast LLC	Delaware	Guarantor
T-Mobile PCS Holdings LLC	Delaware	Guarantor
T-Mobile Puerto Rico Holdings LLC	Delaware	Guarantor
T-Mobile Puerto Rico LLC	Delaware	Guarantor
T-Mobile Resources LLC	Delaware	Guarantor
T-Mobile South LLC	Delaware	Guarantor
T-Mobile USA, Inc.	Delaware	Issuer
T-Mobile West LLC	Delaware	Guarantor
TDI Acquisition Sub, LLC	Delaware	Guarantor
Theory Mobile, Inc.	Delaware	Guarantor
TMUS International LLC	Delaware	Guarantor
Transworld Telecom II, LLC	Delaware	Guarantor
TVN Ventures LLC	Delaware	Guarantor
USST of Texas, Inc.	Texas	Guarantor
Utelcom LLC	Kansas	Guarantor
VMU GP, LLC	Delaware	Guarantor
WBS of America, LLC	Delaware	Guarantor
WBS of Sacramento, LLC	Delaware	Guarantor
WBSY Licensing, LLC	Delaware	Guarantor
WCOF, LLC	Delaware	Guarantor
Wireless Broadband Services of America, L.L.C.	Delaware	Guarantor
Wireline Leasing Co., Inc.	Delaware	Guarantor

* These guarantors provide an unsecured guarantee of the outstanding debt securities issued under the Indenture, dated as of April 9, 2020, by and among T-Mobile USA, Inc., T-Mobile US, Inc. and Deutsche Bank Trust Company Americas, as trustee. Such guarantors may also provide an unsecured guarantee of any debt securities issued from time to time under such Indenture.

Pledged Security Collateral

As of March 30, 2021, the obligations under the debt securities issued under the Indenture, dated as of April 9, 2020, by and among T-Mobile USA, Inc., T-Mobile US, Inc. and Deutsche Bank Trust Company Americas, as trustee, were secured by pledges of the capital stock of the following affiliates of the Company. Any debt securities issued from time to time under such Indenture may also be secured by pledges of the capital stock of such affiliates of the Company.

Name of Issuer	Issuer Jurisdiction of Organization	Number of Shares Owned	Percent of Interest Owned	Percent of Interest Pledged
Alda Wireless Holdings, LLC	Delaware	N/A	100%	100%
American Telecasting Development, LLC	Delaware	N/A	100%	100%
American Telecasting of Anchorage, LLC	Delaware	N/A	100%	100%
American Telecasting of Columbus, LLC	Delaware	N/A	100%	100%
American Telecasting of Denver, LLC	Delaware	N/A	100%	100%
American Telecasting of Fort Myers, LLC	Delaware	N/A	100%	100%
American Telecasting of Ft. Collins, LLC	Delaware	N/A	100%	100%
American Telecasting of Green Bay, LLC	Delaware	N/A	100%	100%
American Telecasting of Lansing, LLC	Delaware	N/A	100%	100%
American Telecasting of Lincoln, LLC	Delaware	N/A	100%	100%
American Telecasting of Little Rock, LLC	Delaware	N/A	100%	100%
American Telecasting of Louisville, LLC	Delaware	N/A	100%	100%
American Telecasting of Medford, LLC	Delaware	N/A	100%	100%
American Telecasting of Michiana, LLC	Delaware	N/A	100%	100%
American Telecasting of Monterey, LLC	Delaware	N/A	100%	100%
American Telecasting of Redding, LLC	Delaware	N/A	100%	100%
American Telecasting of Santa Barbara, LLC	Delaware	N/A	100%	100%
American Telecasting of Seattle, LLC	Delaware	N/A	100%	100%
American Telecasting of Sheridan, LLC	Delaware	N/A	100%	100%
American Telecasting of Yuba City, LLC	Delaware	N/A	100%	100%
APC Realty and Equipment Company, LLC	Delaware	N/A	100%	100%
Assurance Wireless of South Carolina, LLC	Delaware	N/A	100%	100%
Assurance Wireless USA, L.P.	Delaware	N/A	100%	100%
ATI Sub, LLC	Delaware	N/A	100%	100%
Broadcast Cable, LLC	Delaware	N/A	100%	100%
Clear Wireless LLC	Nevada	N/A	100%	100%
Clearwire Communications LLC	Delaware	4,565,480,804	100%	100%
Clearwire Hawaii Partners Spectrum, LLC	Nevada	14,027,249 units	100%	100%
Clearwire IP Holdings LLC	New York	N/A	100%	100%
Clearwire Legacy LLC	Delaware	N/A	100%	100%
Clearwire Spectrum Holdings II LLC	Nevada	N/A	100%	100%
Clearwire Spectrum Holdings III LLC	Nevada	N/A	100%	100%
Clearwire Spectrum Holdings LLC	Nevada	N/A	100%	100%
Clearwire XOHM LLC	Delaware	N/A	100%	100%
Fixed Wireless Holdings, LLC	Delaware	N/A	100%	100%
Fresno MMDS Associates, LLC	Delaware	N/A	100%	100%
IBSV LLC	Delaware	N/A	100%	100%
Kennewick Licensing, LLC	Delaware	N/A	100%	100%
L3TV Chicagoland Cable System, LLC	Delaware	N/A	100%	100%

L3TV Colorado Cable System, LLC	Delaware	N/A	100%	100%
L3TV Dallas Cable System, LLC	Delaware	N/A	100%	100%
L3TV DC Cable System, LLC	Delaware	N/A	100%	100%
L3TV Detroit Cable System, LLC	Delaware	N/A	100%	100%
L3TV Los Angles Cable System, LLC	Delaware	N/A	100%	100%
L3TV Minneapolis Cable System, LLC	Delaware	N/A	100%	100%
L3TV New York Cable System, LLC	Delaware	N/A	100%	100%
L3TV Philadelphia Cable System, LLC	Delaware	N/A	100%	100%
L3TV San Francisco Cable System, LLC	Delaware	N/A	100%	100%
L3TV Seattle Cable System, LLC	Delaware	N/A	100%	100%
Layer3 TV, LLC	Delaware	1	100%	100%
Metro PCS California, LLC	Delaware	N/A	100%	100%
MetroPCS Florida, LLC	Delaware	N/A	100%	100%
MetroPCS Georgia, LLC	Delaware	N/A	100%	100%
MetroPCS Massachusetts, LLC	Delaware	N/A	100%	100%
MetroPCS Michigan, LLC	Delaware	N/A	100%	100%
MetroPCS Networks California, LLC	Delaware	N/A	100%	100%
MetroPCS Networks Florida, LLC	Delaware	N/A	100%	100%
MetroPCS Nevada, LLC	Delaware	N/A	100%	100%
MetroPCS New York, LLC	Delaware	N/A	100%	100%
MetroPCS Pennsylvania, LLC	Delaware	N/A	100%	100%
MetroPCS Texas, LLC	Delaware	N/A	100%	100%
MinorCo, LLC	Delaware	N/A	100%	100%
Nextel Retail Stores, LLC	Delaware	N/A	100%	100%
Nextel Systems, LLC	Delaware	N/A	100%	100%
NSAC, LLC	Delaware	N/A	100%	100%
PCTV Gold II, LLC	Delaware	N/A	100%	100%
PCTV Sub, LLC	Delaware	N/A	100%	100%
People’s Choice TV of Houston, LLC	Delaware	N/A	100%	100%
People’s Choice TV of St. Louis, LLC	Delaware	N/A	100%	100%
PRWireless PR, LLC	Delaware	N/A	100%	100%
PushSpring, Inc.	Delaware	100	100%	100%
SFE 1, LLC	Delaware	N/A	100%	100%
SIHI Mexico S. de R.L. de C.V.	Mexico	N/A	100%	65%
SIHI New Zealand HoldCo, Inc.	Kansas	100	100%	100%
SIHI Scandinavia AB	Sweden	N/A	100%	65%
SpeedChoice of Detroit, LLC	Delaware	N/A	100%	100%
SpeedChoice of Phoenix, LLC	Delaware	N/A	100%	100%
Sprint (Bay Area), LLC	Delaware	N/A	100%	100%
Sprint (Thailand) Limited	Thailand	N/A	100%	65%

Sprint Brasil Servicos de Telecomunicacoes Ltda.	Brazil	N/A	100%	65%
Sprint Communications Company L.P.	Delaware	N/A	100%	100%
Sprint Communications Company of New Hampshire, Inc.	New Hampshire	1,000	100%	100%
Sprint Communications Company of Virginia, Inc.	Virginia	100,000	100%	100%
Sprint Corporation	Delaware	3,445,374,483	100%	100%
Sprint Hong Kong Limited	Hong Kong	None	100%	65%
Sprint International Argentina SRL	Argentina	None	100%	65%
Sprint International Australia Pty. Limited	Australia	None	100%	65%
Sprint International Austria GmbH	Austria	None	100%	65%
Sprint International Caribe LLC	Puerto Rico	N/A	100%	65%
Sprint International Chile Limitada	Chile	N/A	100%	65%
Sprint International Colombia Ltda.	Colombia	N/A	100%	65%
Sprint International Communications Canada ULC	Canada	N/A	100%	65%
Sprint International Communications Corporation	Delaware	268,641	100%	100%
Sprint International Communications Singapore Pte. Ltd.	Singapore	N/A	100%	65%
Sprint International Czech Republic S.R.O.	Czech Republic	N/A	100%	65%
Sprint International do Brasil Ltda.	Brazil	N/A	100%	65%
Sprint International Hungary Korlátolt Felelősségű Társaság	Hungary	N/A	100%	65%
Sprint International Japan Corp.	Japan	N/A	100%	65%
Sprint International Korea	Korea	N/A	100%	65%
Sprint International Network Company LLC	Delaware	N/A	100%	100%
Sprint International New Zealand	New Zealand	N/A	100%	65%
Sprint International Norway AS	Norway	N/A	100%	65%
Sprint International Spain, S.L.	Spain	N/A	100%	65%
Sprint International Taiwan Limited	Taiwan	N/A	100%	65%
Sprint PCS Assets, L.L.C.	Delaware	N/A	100%	100%
Sprint RUS LLC	Russia	N/A	100%	65%
Sprint Spectrum Depositor II LLC	Delaware	N/A	100%	100%
Sprint Spectrum Depositor III LLC	Delaware	N/A	100%	100%
Sprint Spectrum Depositor LLC	Delaware	N/A	100%	100%
Sprint Spectrum Holding Company, LLC	Delaware	N/A	100%	100%
Sprint Spectrum L.P.	Delaware	N/A	100%	100%
Sprint Spectrum Realty Company, LLC	Delaware	N/A	100%	100%
Sprint Telecom India Private Limited	India	N/A	100%	65%
SprintLink Belgium BV	Belgium	N/A	100%	65%
SprintLink Denmark ApS	Denmark	N/A	100%	65%
SprintLink France SAS	France	N/A	100%	65%
SprintLink Germany GmbH	Germany	N/A	100%	65%
Sprintlink India Private Limited	India	N/A	100%	65%
SprintLink International (Switzerland) GmbH	Switzerland	N/A	100%	65%
Sprintlink International Malaysia SDN. BHD.	Malaysia	N/A	100%	65%

SprintLink International Philippines, Inc.	Philippines	N/A	100%	65%
SprintLink Ireland Limited	Ireland	N/A	100%	65%
SprintLink Italy S.r.l.	Italy	N/A	100%	65%
SprintLink Netherlands B.V.	Netherlands	N/A	100%	65%
Sprintlink Poland sp.z o.o	Poland	N/A	100%	65%
SprintLink UK Limited	United Kingdom	N/A	100%	65%
T-Mobile Central LLC	Delaware	N/A	100%	100%
T-Mobile Financial LLC	Delaware	N/A	100%	100%
T-Mobile Leasing LLC	Delaware	N/A	100%	100%
T-Mobile License LLC	Delaware	N/A	100%	100%
T-Mobile Northeast LLC	Delaware	N/A	100%	100%
T-Mobile PCS Holdings LLC	Delaware	N/A	100%	100%
T-Mobile Puerto Rico Holdings LLC	Delaware	N/A	100%	100%
T-Mobile Puerto Rico LLC	Delaware	N/A	100%	100%
T-Mobile Resources LLC	Delaware	1,000	100%	100%
T-Mobile South LLC	Delaware	N/A	100%	100%
T-Mobile USA, Inc.	Delaware	292,669,972	100%	100%
T-Mobile West LLC	Delaware	N/A	100%	100%
TDI Acquisition Sub, LLC	Delaware	N/A	100%	100%
Theory Mobile, Inc.	Delaware	1,000	100%	100%
TMUS International LLC	Delaware	N/A	100%	100%
Transworld Telecom II, LLC	Delaware	N/A	100%	100%
TVN Ventures LLC	Delaware	N/A	100%	100%
USST of Texas, Inc.	Texas	1,000	100%	100%
Utelcom LLC	Kansas	N/A	100%	100%
VMU GP, LLC	Delaware	N/A	100%	100%
WBS of America, LLC	Delaware	N/A	100%	100%
WBS of Sacramento, LLC	Delaware	N/A	100%	100%
WBSY Licensing, LLC	Delaware	N/A	100%	100%
WCOF, LLC	Delaware	N/A	100%	100%
Wireless Broadband Services of America, L.L.C.	Delaware	N/A	100%	100%
Wireline Leasing Co., Inc.	Delaware	N/A	100%	100%

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Post Effective Amendment No. 1 to Registration Statement on Form S-3 of T-Mobile US, Inc. of our report dated February 23, 2021, relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in T-Mobile US, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2020.

/s/ PricewaterhouseCoopers LLP
Seattle, Washington
March 30, 2021

Exhibit 23.3

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in this Registration Statement on Form S-3 (No. 333-249079) of our report dated May 15, 2020 relating to the financial statements of Sprint Corporation ("Sprint"), appearing in T-Mobile US, Inc.'s ("T-Mobile") Current Report on Form 8-K dated May 18, 2020. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ Deloitte & Touche LLP

Kansas City, Missouri
March 30, 2021