

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

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

Date of report (Date of earliest event reported): June 17, 2020



T-MOBILE US, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

1-33409
(Commission
File Number)

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

12920 SE 38th Street
Bellevue, Washington
(Address of principal executive offices)
98006-1350
(Zip Code)

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

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions:

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol	Name of each exchange on which registered
Common Stock, \$0.00001 par value per share	TMUS	The NASDAQ Stock Market LLC

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

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 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

As previously reported, on July 26, 2019, T-Mobile US, Inc. (“T-Mobile”) entered into an Asset Purchase Agreement (the “Asset Purchase Agreement”) with Sprint Corporation (“Sprint”) and DISH Network Corporation (“DISH”). Pursuant to the terms and conditions of the Asset Purchase Agreement, DISH will acquire Sprint’s prepaid wireless business, which was historically operated by Sprint under the Boost Mobile, Virgin Mobile and Sprint prepaid brands, including customer accounts, inventory, contracts, intellectual property and certain other specified assets (but excluding the Assurance brand Lifeline customers and the prepaid wireless customers of Shenandoah Telecommunications Company and Swiftel Communications, Inc.), and assume certain related liabilities (collectively, the “Prepaid Business Sale”).

On June 17, 2020, the Department of Justice (the “DOJ”) determined that T-Mobile has complied with the requirement in the final judgment entered by a federal district court in Washington, D.C. on April 1, 2020 (the “Final Judgment”) to provide DISH the ability to cross-provision any new or existing customer of the prepaid business with a compatible handset onto the T-Mobile network. As a result, we believe all conditions to closing under the Asset Purchase Agreement (other than those conditions that can only be satisfied at closing) have been satisfied and, subject to the satisfaction of the conditions that must be satisfied at closing, the closing of the Prepaid Business Sale will occur on July 1, 2020.

In connection with the DOJ determination, on June 17, 2020, T-Mobile, Sprint and DISH entered into the First Amendment to the Asset Purchase Agreement (the “First Amendment”). Pursuant to the First Amendment, T-Mobile, Sprint and DISH agreed to proceed with the closing of the Prepaid Business Sale (the “Closing”) in accordance with the Asset Purchase Agreement on July 1, 2020, subject to the terms and conditions of the Asset Purchase Agreement and the terms and conditions of the Final Judgment. The parties have also agreed to amend the definition of the “Termination Date” in the Asset Purchase Agreement so that either party may terminate the Asset Purchase Agreement if the Closing has not occurred before the end of the day on July 1, 2020 (from June 30, 2020), subject to other terms and conditions provided under the Asset Purchase Agreement. All the other terms and conditions in the Asset Purchase Agreement remain unchanged. A copy of the First Amendment is filed as Exhibit 2.1 hereto and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits:**

<u>Exhibit No.</u>	<u>Description</u>
2.1	First Amendment to the Asset Purchase Agreement
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the Inline XBRL document.)

SIGNATURES

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

Date: June 17, 2020

T-MOBILE US, INC.

By: /s/ J. Braxton Carter

J. Braxton Carter
Executive Vice President and Chief Financial Officer

FIRST AMENDMENT TO THE ASSET PURCHASE AGREEMENT

This FIRST AMENDMENT TO THE ASSET PURCHASE AGREEMENT (this “Amendment”), dated June 17, 2020, is made and entered into by and among T-Mobile US, Inc., a Delaware corporation (“TMUS”), Sprint Corporation, a Delaware corporation (“Sprint” and collectively with TMUS, the “Sellers”) and DISH Network Corporation, a Nevada corporation (the “Buyer”). Each of TMUS, Sprint and the Buyer is referred to herein as a “Party”, and collectively as the “Parties”. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement (as defined below).

WHEREAS, TMUS, Sprint and DISH are parties to that certain Asset Purchase Agreement, dated as of July 26, 2019 (the “Agreement”);

WHEREAS, pursuant to Section 14.7 of the Agreement, the Agreement may be amended upon the execution and delivery of a written agreement executed by the Parties;

WHEREAS, the DOJ has consented to the Parties proceeding with the Closing on July 1, 2020;

WHEREAS, the Parties desire to amend the Agreement in order to consummate the Closing on July 1, 2020, subject to the terms and conditions of the Agreement and the DOJ Final Judgment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Closing. The Parties hereby agree to proceed with the Closing in accordance with Section 10.1 of the Agreement on July 1, 2020, subject to (a) the terms and conditions of the Agreement (including the satisfaction of the conditions to Closing set forth in Article 9 of the Agreement) and (b) the terms and conditions of the DOJ Final Judgment.
2. Amendment. The definition of “Termination Date” in Section 1.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

“Termination Date” means July 1, 2020.
3. Miscellaneous. This Amendment, the Agreement and the other documents and writings referred to in the Agreement or delivered pursuant thereto (including the Ancillary Agreements and, with respect to Sprint and TMUS only, the NTM Merger Agreement) contain the entire understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof. Except as expressly set forth in this Amendment, the Agreement, as amended hereby, shall remain in full force and effect, and this Amendment does not amend or waive any other term or condition of the Agreement. The following provisions of the Agreement shall apply to this Amendment *mutatis mutandis*: Section 14.2 (*Further Actions*), Section 14.3 (*Governing Law*), Section 14.4 (*Waiver of Jury Trial*), Section 14.5 (*Submission to Jurisdiction*), Section 14.6 (*Specific Performance*), Section 14.8 (*No Assignment*), Section 14.9 (*Waiver*), Section 14.11 (*Notices*), Section 14.14 (*Severability*) and Section 14.19 (*Counterparts and Delivery*).

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth in the first paragraph hereof.

T-MOBILE US, INC.

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: EVP and Chief Financial Officer

SPRINT CORPORATION

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: EVP and Chief Financial Officer

DISH NETWORK CORPORATION

By: /s/ Brandon Ehrhart
Name: Brandon Ehrhart
Title: SVP, Deputy General Counsel and Corporate Secretary

[Signature Page to the First Amendment to the Asset Purchase Agreement]