

# SECURITIES AND EXCHANGE COMMISSION

## FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2020-10-06**  
SEC Accession No. [0000950157-20-001235](#)

(HTML Version on [secdatabase.com](http://secdatabase.com))

### SUBJECT COMPANY

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

CIK:[1283699](#) | IRS No.: **200836269** | State of Incorporation: **DE** | Fiscal Year End: **1231**  
Type: **SC 13D/A** | Act: **34** | File No.: [005-83639](#) | Film No.: **201227297**  
SIC: **4812** Radiotelephone communications

Mailing Address  
*12920 SE 38TH STREET  
BELLEVUE WA 98006*

Business Address  
*12920 SE 38TH STREET  
BELLEVUE WA 98006  
800-318-9270*

### FILED BY

#### **DEUTSCHE TELEKOM AG**

CIK:[946770](#) | IRS No.: **000000000**  
Type: **SC 13D/A**  
SIC: **4812** Radiotelephone communications

Mailing Address  
*FRIEDERICH EBERT ALLEE  
140  
D 53113 BONN GERMANY 18*

Business Address  
*FRIEDERICH EBERT ALLEE  
140  
D53113 BONN GERMANY 18  
4922818190*

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

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**SCHEDULE 13D/A**

**Under the Securities Exchange Act of 1934  
(Amendment No. 12)**

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**T-Mobile US, Inc.**  
(Name of Issuer)

**Common Stock**  
(Title of Class of Securities)

**872590104**  
(CUSIP Number)

**Dr. Axel Lützner  
Vice President DT Legal  
Deutsche Telekom AG  
Friedrich-Ebert-Allee 140  
53113 Bonn, Germany  
+49-228-181-0**

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

**October 6, 2020**  
(Date of Event which Requires Filing of this Statement)

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

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

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

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

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**SCHEDULE 13D/A**

CUSIP No. 872590104

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Deutsche Telekom Holding B.V. IRS identification number not applicable.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> The Netherlands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER*</b> 649,882,564
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER**</b> 538,590,941
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON***</b> 649,882,564	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)****</b> 52.5%	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b>	

- \* Consists of the sum of (i) 538,590,941 shares of Common Stock held by DT Holding, (ii) 106,291,623 shares of Common Stock held by Delaware Project 6 L.L.C., a wholly-owned subsidiary of SoftBank (“Project 6”), and subject to the Proxy, as of October 6, 2020, and (iii) 5,000,000 shares of Common Stock held by Claire Mobile L.L.C., a Delaware limited liability company controlled by Raul Marcelo Claire (“Claire Mobile”), and subject to the Claire Proxy, as of October 6, 2020. The Reporting Persons may be deemed to be members of a “group” within the meaning of Section 13(d)(3) of the Exchange Act, comprised of the Reporting Persons, the Separately Filing Group Members (which shall be defined to include only the persons referred to as Separately Filing Group Members in Schedule B attached to this Amendment No. 12 to this Schedule 13D), Raul Marcelo Claire and Claire Mobile (Raul Marcelo Claire and Claire Mobile, together, the “Claire Parties”).
- \*\* Consists of 538,590,941 shares of Common Stock held by DT Holding.
- \*\*\* Consists of the sum of (i) 538,590,941 shares of Common Stock held by DT Holding, (ii) 106,291,623 shares of Common Stock held by Project 6 and subject to the Proxy (of which 101,491,623 of such shares of Common Stock are subject to call options granted by Project 6 to Deutsche Telekom), as of October 6, 2020, and (iii) 5,000,000 shares of Common Stock held by Claire Mobile and subject to the Claire Proxy, as of October 6, 2020. The Reporting Persons may be deemed to be members of a “group” within the meaning of Section 13(d)(3) of the Exchange Act, comprised of the Reporting Persons, the Separately Filing Group Members and the Claire Parties.
- \*\*\*\* Based on the number of shares of Common Stock outstanding as of August 3, 2020, as reported by the Issuer in its Amendment No. 1 to its Quarterly Report on Form 10-Q, filed with the Commission on August 10, 2020.
-

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> T-Mobile Global Holding GmbH IRS identification number: 98-0470438	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Federal Republic of Germany	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER*</b> 649,882,564
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER**</b> 538,590,941
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON***</b> 649,882,564	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)****</b> 52.5%	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> CO	

- \* Consists of the sum of (i) 538,590,941 shares of Common Stock held by DT Holding, (ii) 106,291,623 shares of Common Stock held by Project 6 and subject to the Proxy, as of October 6, 2020, and (iii) 5,000,000 shares of Common Stock held by Claire Mobile and subject to the Claire Proxy, as of October 6, 2020. The Reporting Persons may be deemed to be members of a “group” within the meaning of Section 13(d)(3) of the Exchange Act, comprised of the Reporting Persons, the Separately Filing Group Members and the Claire Parties.
  - \*\* Consists of 538,590,941 shares of Common Stock held by DT Holding.
  - \*\*\* Consists of the sum of (i) 538,590,941 shares of Common Stock held by DT Holding, (ii) 106,291,623 shares of Common Stock held by Project 6 and subject to the Proxy (of which 101,491,623 of such shares of Common Stock are subject to call options granted by Project 6 to Deutsche Telekom), as of October 6, 2020, and (iii) 5,000,000 shares of Common Stock held by Claire Mobile and subject to the Claire Proxy, as of October 6, 2020. The Reporting Persons may be deemed to be members of a “group” within the meaning of Section 13(d)(3) of the Exchange Act, comprised of the Reporting Persons, the Separately Filing Group Members and the Claire Parties.
  - \*\*\*\* Based on the number of shares of Common Stock outstanding as of August 3, 2020, as reported by the Issuer in its Amendment No. 1 to its Quarterly Report on Form 10-Q, filed with the Commission on August 10, 2020.
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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> T-Mobile Global Zwischenholding GmbH IRS identification number not applicable.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Federal Republic of Germany	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER*</b> 649,882,564
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER**</b> 538,590,941
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON***</b> 649,882,564	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)****</b> 52.5%	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> CO	

- \* Consists of the sum of (i) 538,590,941 shares of Common Stock held by DT Holding, (ii) 106,291,623 shares of Common Stock held by Project 6 and subject to the Proxy, as of October 6, 2020, and (iii) 5,000,000 shares of Common Stock held by Claire Mobile and subject to the Claire Proxy, as of October 6, 2020. The Reporting Persons may be deemed to be members of a “group” within the meaning of Section 13(d)(3) of the Exchange Act, comprised of the Reporting Persons, the Separately Filing Group Members and the Claire Parties.
  - \*\* Consists of 538,590,941 shares of Common Stock held by DT Holding.
  - \*\*\* Consists of the sum of (i) 538,590,941 shares of Common Stock held by DT Holding, (ii) 106,291,623 shares of Common Stock held by Project 6 and subject to the Proxy (of which 101,491,623 of such shares of Common Stock are subject to call options granted by Project 6 to Deutsche Telekom), as of October 6, 2020, and (iii) 5,000,000 shares of Common Stock held by Claire Mobile and subject to the Claire Proxy, as of October 6, 2020. The Reporting Persons may be deemed to be members of a “group” within the meaning of Section 13(d)(3) of the Exchange Act, comprised of the Reporting Persons, the Separately Filing Group Members and the Claire Parties.
  - \*\*\*\* Based on the number of shares of Common Stock outstanding as of August 3, 2020, as reported by the Issuer in its Amendment No. 1 to its Quarterly Report on Form 10-Q, filed with the Commission on August 10, 2020.
-



<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Deutsche Telekom AG IRS identification number not applicable.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Federal Republic of Germany	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER*</b> 649,882,564
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER**</b> 538,590,941
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON***</b> 649,882,564	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)****</b> 52.5%	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> CO	

- \* Consists of the sum of (i) 538,590,941 shares of Common Stock held by DT Holding, (ii) 106,291,623 shares of Common Stock held by Project 6 and subject to the Proxy, as of October 6, 2020, and (iii) 5,000,000 shares of Common Stock held by Claire Mobile and subject to the Claire Proxy, as of October 6, 2020. The Reporting Persons may be deemed to be members of a “group” within the meaning of Section 13(d)(3) of the Exchange Act, comprised of the Reporting Persons, the Separately Filing Group Members and the Claire Parties.
  - \*\* Consists of 538,590,941 shares of Common Stock held by DT Holding.
  - \*\*\* Consists of the sum of (i) 538,590,941 shares of Common Stock held by DT Holding, (ii) 106,291,623 shares of Common Stock held by Project 6 and subject to the Proxy (of which 101,491,623 of such shares of Common Stock are subject to call options granted by Project 6 to Deutsche Telekom), as of October 6, 2020, and (iii) 5,000,000 shares of Common Stock held by Claire Mobile and subject to the Claire Proxy, as of October 6, 2020. The Reporting Persons may be deemed to be members of a “group” within the meaning of Section 13(d)(3) of the Exchange Act, comprised of the Reporting Persons, the Separately Filing Group Members and the Claire Parties.
  - \*\*\*\* Based on the number of shares of Common Stock outstanding as of August 3, 2020, as reported by the Issuer in its Amendment No. 1 to its Quarterly Report on Form 10-Q, filed with the Commission on August 10, 2020.
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## **SCHEDULE 13D/A**

### **Explanatory Note**

This Amendment No. 12 (this “Amendment No. 12”) to the Schedule 13D filed with the U.S. Securities and Exchange Commission (the “Commission”) on May 10, 2013, as amended and supplemented by Amendment No. 1 to Schedule 13D filed with the Commission on November 26, 2013, Amendment No. 2 to Schedule 13D filed with the Commission on January 15, 2014, Amendment No. 3 to Schedule 13D filed with the Commission on March 6, 2018, Amendment No. 4 to Schedule 13D filed with the Commission on April 30, 2018, Amendment No. 5 to Schedule 13D filed with the Commission on July 26, 2019, Amendment No. 6 to Schedule 13D filed with the Commission on February 20, 2020, Amendment No. 7 to Schedule 13D filed with the Commission on April 2, 2020, Amendment No. 8 to Schedule 13D filed with the Commission on June 15, 2020, Amendment No. 9 to Schedule 13D filed with the Commission on June 24, 2020, Amendment No. 10 to Schedule 13D filed with the Commission on June 26, 2020, and Amendment No. 11 to Schedule 13D filed with the Commission on July 29, 2020 (as amended and supplemented, collectively, this “Schedule 13D”), is being filed by Deutsche Telekom AG, a stock corporation (*Aktiengesellschaft*) organized under the laws of the Federal Republic of Germany (“Deutsche Telekom”), T-Mobile Global Zwischenholding GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of the Federal Republic of Germany and a direct wholly owned subsidiary of Deutsche Telekom (“T-Mobile Global”), T-Mobile Global Holding GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of the Federal Republic of Germany and a direct wholly owned subsidiary of T-Mobile Global (“T-Mobile Holding”), and Deutsche Telekom Holding B.V., a limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands and a direct wholly owned subsidiary of T-Mobile Holding (“DT Holding” and, together with Deutsche Telekom, T-Mobile Global and T-Mobile Holding, the “Reporting Persons”, and each, a “Reporting Person”), pursuant to Section 13(d) of the Exchange Act, and Rule 13d-2(a) thereunder, with respect to the shares of common stock, par value \$0.00001 per share (the “Common Stock”), of T-Mobile US, Inc., a Delaware corporation (the “Issuer” or “T-Mobile”).

The Reporting Persons are party to certain agreements with the Separately Filing Group Members and the Clause Parties, which agreements contain, among other things, certain voting agreements and transfer and other restrictions. As a result, the Reporting Persons may be deemed to be members of a “group” within the meaning of Section 13(d)(3) of the Exchange Act, comprised of the Reporting Persons, the Separately Filing Group Members and the Clause Parties.

Except as set forth below, all Items of this Schedule 13D, as amended prior to the date hereof, are materially unchanged. Capitalized terms used in this Amendment No. 12 and not otherwise defined shall have the respective meanings assigned to such terms in this Schedule 13D.

#### **Item 3. Source and Amount of Funds or Other Consideration**

This Item 3 is hereby amended and supplemented as follows:

The information set forth in Item 6 of this Schedule 13D is hereby incorporated by reference.

#### **Item 4. Purpose of the Transaction**

This Item 4 is hereby amended and supplemented as follows:

The information set forth in Item 6 of this Schedule 13D is hereby incorporated by reference.

**Item 5. Interests in Securities of the Issuer**

This Item 5 is hereby amended and supplemented as follows:

(a)-(b) The information contained in the cover pages of this Schedule 13D and the information set forth in Item 6 of this Schedule 13D is incorporated herein by reference.

As of the date hereof, the Reporting Persons in the aggregate may be deemed to beneficially own 649,882,564 shares of Common Stock, which represent approximately 52.5% of the shares of Common Stock outstanding as of August 3, 2020, as reported by the Issuer in its Amendment No. 1 to its Quarterly Report on Form 10-Q, filed with the Commission on August 10, 2020. This includes (i) 538,590,941 shares of Common Stock held by DT Holding, (ii) based solely on the information contained in the Schedule 13D filed by the Separately Filing Group Members, as set forth in Schedule B, an additional 106,291,623 shares of Common Stock beneficially owned by the Separately Filing Group Members (of which 101,491,623 of such shares of Common Stock are subject to call options granted by Project 6 to Deutsche Telekom), and (iii) based solely on the information contained in the Schedule 13D filed by the Clause Parties, as set forth in Schedule B, an additional 5,000,000 shares of Common Stock beneficially owned by the Clause Parties.

(c) The information set forth in Item 6 of this Schedule 13D is hereby incorporated by reference.

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

This Item 6 is hereby amended and supplemented as follows:

***Replacement SB-Newco Call Option***

On October 6, 2020, T-Mobile Agent assigned and transferred to Deutsche Telekom, and Deutsche Telekom accepted, T-Mobile Agent's rights and obligations under each of the SB-Newco Call Option and the Intercreditor Agreement. In accordance with Section 8 of the SB-Newco Call Option, Project 6 issued and delivered to Deutsche Telekom a replacement SB-Newco Call Option, between Project 6, as grantor, and Deutsche Telekom, as optionholder (the "Replacement SB-Newco Call Option"), representing the right of Deutsche Telekom to purchase 44,905,479 shares of Common Stock from Project 6 at a price per share of Common Stock of \$101.455. Upon the issuance and delivery of the Replacement SB-Newco Call Option, the Newco-DT Call Option was deemed surrendered, exchanged and replaced in full.

The foregoing summary of the Replacement SB-Newco Call Option does not purport to be complete and is subject to, and qualified in its entirety by, the Replacement SB-Newco Call Option, which is filed as Exhibit 57 hereto.

**Item 7. Material to be Filed as Exhibits**

<b><u>Exhibit No.</u></b>	<b><u>Description of Exhibit</u></b>
57	SB-Newco Call Option, between Delaware Project 6 L.L.C, as grantor, and Deutsche Telekom AG, as optionholder

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## Signature

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

Dated: October 6, 2020

### Deutsche Telekom AG

By: /s/ Dr. Axel Lützner

Name: Dr. Axel Lützner

Title: Vice President DT Legal

By: /s/ Dr. Ulrich Zwach

Name: Dr. Ulrich Zwach

Title: Vice President DT Legal

### T-Mobile Global Zwischenholding GmbH

By: /s/ Dr. Christian Dorenkamp

Name: Dr. Christian Dorenkamp

Title: Managing Director

By: /s/ Roman Zitz

Name: Roman Zitz

Title: Managing Director

### T-Mobile Global Holding GmbH

By: /s/ Dr. Frank Schmidt

Name: Dr. Frank Schmidt

Title: Managing Director

By: /s/ Dr. Uli Kühbacher

Name: Dr. Uli Kühbacher

Title: Managing Director

### Deutsche Telekom Holding B.V.

By: /s/ Frans Roose

Name: Frans Roose

Title: Managing Director

By: /s/ Ton Zijlstra

Name: Ton Zijlstra

Title: Managing Director

## SCHEDULE B

### Certain Information Regarding the Separately Filing Group Members<sup>(1)</sup>

Separately Filing Group Member	Aggregate Number (Percentage) of Shares Beneficially Owned <sup>(2), (3)</sup>	Number of Shares Beneficially Owned With			
		Sole Voting Power	Shared Voting Power	Sole Dispositive Power	Shared Dispositive Power
SoftBank Group Corp.	106,291,623 (8.6%)	0	0	106,291,623	0
SoftBank Group Capital Ltd	0 (0.0%)	0	0	0	0
Delaware Project 6 L.L.C.	106,291,623 (8.6%)	0	0	106,291,623	0

(1) See the Schedule 13D/A filed on July 30, 2020 by the Separately Filing Group Members, which includes information regarding each Separately Filing Group Member's jurisdiction of organization, principal business, address of principal office and other information.

(2) The information shown in the table with respect to the number of shares beneficially owned by the Separately Filing Group Members is based on the number of shares of Common Stock beneficially owned by each Separately Filing Group Member as of July 29, 2020, except that, as described in the Schedule 13D/A filed on July 30, 2020 by the Separately Filing Group Members, the information shown in the table with respect to the number of shares of Common Stock beneficially owned by each of SoftBank and SBGC is provided after taking into account the sale of 19,750,000 shares of Common Stock by SBGC to T-Mobile on August 3, 2020.

(3) The denominator in the percentage calculation is based on the number of shares of Common Stock outstanding as of August 3, 2020, as reported by the Issuer in its Amendment No. 1 to its Quarterly Report on Form 10-Q, filed with the Commission on August 10, 2020.

### Certain Information Regarding the Claire Parties<sup>(4)</sup>

Claire Party	Aggregate Number (Percentage) of Shares Beneficially Owned <sup>(5), (6)</sup>	Number of Shares Beneficially Owned With			
		Sole Voting Power	Shared Voting Power	Sole Dispositive Power	Shared Dispositive Power
Raul Marcelo Claire	7,034,791 (0.6%)	2,034,791 <sup>(7)</sup>	0	7,034,791	0
Claire Mobile L.L.C.	5,000,000 (0.4%)	0	0	5,000,000	0

(4) See the Schedule 13D filed on July 24, 2020 by the Claire Parties, which includes information regarding each Claire Party's jurisdiction of organization, principal business, address of principal office and other information.

(5) The information shown in the table with respect to the number of shares beneficially owned by the Claire Parties is based on the number of shares of Common Stock beneficially owned by each Claire Party as of July 24, 2020.

(6) The denominator in the percentage calculation is based on the number of shares of Common Stock outstanding as of August 3, 2020, as reported by the Issuer in its Amendment No. 1 to its Quarterly Report on Form 10-Q, filed with the Commission on August 10, 2020.

(7) Based on the Schedule 13D filed on July 24, 2020 by the Claire Parties, Raul Marcelo Claire holds 2,034,791 shares of Common Stock not subject to the Claire Proxy.

**SB-NEWCO CALL OPTION**

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT OR SUCH LAWS. INTERESTS IN THIS SECURITY MAY BE OFFERED, REOFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY TO A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT IS A "QUALIFIED PURCHASER" (AS DEFINED IN SECTION 2(A)(51) OF THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"), AND THE RULES THEREUNDER) FOR PURPOSES OF SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT, IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE UNITED STATES, ANY STATE OF THE UNITED STATES AND ANY OTHER APPLICABLE JURISDICTION. EACH PURCHASER OF THIS SECURITY AND EACH SUBSEQUENT HOLDER OF THIS SECURITY IS REQUIRED TO NOTIFY ANY PURCHASER OF THE ABOVE TRANSFER RESTRICTIONS AND WILL BE DEEMED TO HAVE MADE THE REPRESENTATIONS AND WARRANTIES SET FORTH IMMEDIATELY BELOW AND UNDER SECTION 13 HEREOF.

EACH PURCHASER (INCLUDING SUBSEQUENT TRANSFEREES) OF THIS SECURITY (OR A BENEFICIAL INTEREST HEREIN) WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED, ACKNOWLEDGED AND AGREED THAT: (1) IT IS PURCHASING THIS SECURITY (OR SUCH BENEFICIAL INTEREST) FOR ITS OWN ACCOUNT, AND NOT WITH A VIEW TO ANY PUBLIC RESALE OR DISTRIBUTION THEREOF; (2) IT UNDERSTANDS AND ACKNOWLEDGES THAT THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR ANY U.S. STATE OR FOREIGN SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION AND NOTWITHSTANDING THE AVAILABILITY OF AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE SECURITIES ACT, THE SECURITIES MAY NOT BE RESOLD OR TRANSFERRED EXCEPT TO AN INVESTOR THAT IS A QUALIFIED INSTITUTIONAL BUYER (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) PURSUANT TO RULE 144A THAT IS ALSO A QUALIFIED PURCHASER (AS DEFINED IN SECTION 2(A)(51) OF THE INVESTMENT COMPANY ACT AND THE RULES THEREUNDER); (3) IT IS A QUALIFIED INSTITUTIONAL BUYER AND ALSO A QUALIFIED PURCHASER; AND (4) IT AGREES ON ITS OWN BEHALF AND ON BEHALF OF EACH SUBSEQUENT HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF WILL AGREE, TO OFFER, REOFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY ONLY (I) TO AN INVESTOR WHO IS BOTH A QUALIFIED INSTITUTIONAL BUYER AND A QUALIFIED PURCHASER, AND (II) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE UNITED STATES, ANY STATE OF THE UNITED STATES AND ANY OTHER APPLICABLE JURISDICTION, SUBJECT IN EACH CASE TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL.

IF ANY PERSON ACQUIRING THIS SECURITY (OR A BENEFICIAL INTEREST HEREIN) IS NOT BOTH A QUALIFIED INSTITUTIONAL BUYER AND A QUALIFIED PURCHASER (OR FAILS TO MEET THE OTHER REQUIREMENTS SET FORTH HEREIN) AT THE TIME OF ACQUISITION HEREOF, SUCH TRANSACTION WILL BE NULL AND VOID AND OF NO EFFECT.

**OPTION**  
**to purchase**  
**44,905,479**  
**Shares of Common Stock of**  
**T-Mobile US, Inc.,**  
**a Delaware Corporation**

This Option, dated as of June 22, 2020 (as amended, restated, supplemented or modified from time to time, this “Option”), was originally granted by SBGC (as defined below) to T-Mobile Agent (as defined below). The rights and obligations of SBGC under this Option were assigned to and assumed by Project 6 (as defined below). The rights and obligations of T-Mobile Agent under this Option were assigned to and assumed by DT (as defined below) as a result of which T-Mobile Agent was absolutely and unconditionally released from its the obligations under the Newco-DT Call Option instrument, dated as of June 22, 2020, by and between T-Mobile Agent and DT.

1. Definitions. Unless the context otherwise requires, when used herein the following terms shall have the meanings indicated.

“Board of Directors” means the board of directors of the Company.

“Business Day” means any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

“Code” means the Internal Revenue Code of 1986, as amended.

“Common Stock” means the common stock, \$0.00001 par value per share, of the Company.

“Company” means T-Mobile US, Inc., a Delaware corporation.

“DT” means Deutsche Telekom AG, an *Aktiengesellschaft* organized and existing under the laws of the Federal Republic of Germany.

“Equity Interests” means any and all (i) shares, interests, participations or other equivalents (however designated) of capital stock or other voting securities of a corporation, any and all equivalent or analogous ownership (or profit) or voting interests in a Person (other than a corporation), (ii) securities convertible into or exchangeable for shares, interests, participations or other equivalents (however designated) of capital stock or voting securities of (or other ownership or profit or voting interests in) such Person, and (iii) any and all warrants, rights or options to purchase any of the foregoing, whether voting or nonvoting, and, in each case, whether or not such shares, interests, participations, equivalents, securities, warrants, options, rights or other interests are authorized or otherwise existing on any date of determination.

“Excess Number” has the meaning set forth in Section 2(ii).

“Exchange Act” means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“Exercise Price” means \$101.455.

“Expiration Time” means June 22, 2024.

“Floating Option Instrument” means the SB-DT Call Option instrument dated as of June 22, 2020, between SBGC or its successor, as grantor thereunder, and DT, as optionholder thereunder (as amended, restated, modified or supplemented from time to time).

“Foreclosure Transferred Shares” has the meaning set forth in Section 2(ii).



“Grantor” means Project 6 or its successor.

“Investment Company Act” means the Investment Company Act of 1940, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“Issue Date” means June 22, 2020.

“Margin Loan” means the Margin Loan Agreement, dated as of July 27, 2020 (as amended, restated, modified or supplemented from time to time), by and among Project 6, as borrower, Citibank, N.A., as facility agent and the lenders party thereto, pursuant to which a secured term margin loan facility secured by a pledge of Common Stock permitted to be incurred by the terms of the Proxy Agreement (or as otherwise agreed in writing by DT) was made available to the Margin Loan Borrower.

“Margin Loan Borrower” means Project 6 or its successor party to the Margin Loan as borrower thereunder.

“Margin Loan ROFR” means the right of DT to purchase Actual ROFR Shares (as defined in the Proxy Agreement) or exercise any similar rights to purchase shares of Common Stock pledged under a Margin Loan (including, for the avoidance of doubt, the right to acquire remaining Compliant Margin Loan Pledged Shares (as defined in the Proxy Agreement) following the purchase of the Actual ROFR Shares (as defined in the Proxy Agreement), in each case as contemplated by the Proxy Agreement and subject to the terms of any intercreditor agreement relating to the applicable Margin Loan.

“Margin Loan ROFR Transferred Shares” has the meaning set forth in Section 2(i).

“Market Price” means, on any date of determination, the last sale price of the Common Stock (or other Equity Interest) as reported on The NASDAQ Global Select Market (as reported on Bloomberg L.P. page “TMUS US Equity HP” (or any successor page thereto)) (or any other exchange or quotation system, if applicable) (or, in the case of other Equity Interest, on such other exchange and page as may be applicable). If the Common Stock (or such other Equity Interest) is not readily tradable on an established securities market, Market Price shall be reasonably determined in good faith by a third party appraisal firm mutually agreed by the Grantor and the Optionholder.

“Merger Event” means, in respect of shares of Common Stock, any (i) reclassification or change of such shares of Common Stock that results in a transfer of or an irrevocable commitment to transfer all of such shares of Common Stock outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the Company with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which the Company is the continuing entity and which does not result in a reclassification or change of all of such shares of Common Stock outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100% of the outstanding shares of Common Stock of the Company that results in a transfer of or an irrevocable commitment to transfer all such shares of Common Stock (other than such shares of Common Stock owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Company or its subsidiaries with or into another entity in which the Company is the continuing entity and which does not result in a reclassification or change of all such shares of Common Stock outstanding but results in the outstanding shares of Common Stock (other than shares of Common Stock owned or controlled by such other entity) immediately prior to such event collectively representing less than 50% of the outstanding shares of Common Stock immediately following such event.

“Notice of Exercise” means the Form of Notice of Exercise attached as Annex A hereto.

“Option” has the meaning set forth in the preamble hereto.

“Option Property” has the meaning set forth in Section 12(iv).

“Option Shares” has the meaning set forth in Section 2(i).

“Optionholder” has the meaning set forth in Section 2(i).

“Partial Transfer” has the meaning set forth in Section 8.

“Person” has the meaning given to it in Section 3(a)(9) of the Exchange Act and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act.

“Project 6” means Delaware Project 6 L.L.C., a limited liability company organized in the state of Delaware and a wholly-owned subsidiary of SoftBank.

“Proxy Agreement” means the Proxy, Lock-Up and ROFR Agreement, dated as of April 1, 2020, by and between SoftBank and DT (as amended, restated, modified or supplemented from time to time, including, without limitation, pursuant to the letter agreement, dated as of June 22, 2020, between DT and SoftBank).

“Purchaser” has the meaning set forth in Section 8.

“SBGC” means SoftBank Group Capital Ltd, a private limited company incorporated in England and Wales and wholly owned subsidiary of SoftBank.

“Securities Act” means the Securities Act of 1933, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“Security Agreement” means the Pledge and Security Agreement, dated as of June 26, 2020, by and between T-Mobile Agent, as secured party, and Grantor, as pledgor (as amended, restated, modified or supplemented from time to time, including, without limitation, pursuant to the Supplement No. 1, dated as of October 6, 2020, to the Security Agreement), pursuant to which a security interest in all right, title and interest of the Grantor in an amount of shares of Common Stock equal to the number of Option Shares exercisable under this Option and any proceeds thereof is granted in favor of the Optionholder.

“SoftBank” means SoftBank Group Corp., a Japanese *kabushiki kaisha*.

“T-Mobile Agent” means T-Mobile Agent LLC, a Delaware limited liability company and a wholly-owned subsidiary of the Company.

“Transferred Shares” has the meaning set forth in Section 2(ii).

## 2. Number of Option Shares; Exercise Price.

(i) This certifies that, for value received, DT or its permitted assigns (the “Optionholder”) is entitled, upon the terms hereinafter set forth, to acquire from the Grantor, in whole or in part, up to an aggregate of 44,905,479 fully paid and nonassessable shares of Common Stock (the “Option Shares”), at a purchase price per share of Common Stock equal to the Exercise Price. The Option Shares and the Exercise Price are subject to adjustment as provided herein (including under Section 2(ii), Section 3(i) and Section 12 hereof), and all references to “Common Stock,” “Option Shares” and “Exercise Price” herein shall be deemed to include any such adjustment or series of adjustments.

(ii) If (a) the Margin Loan Borrower transfers any shares of Common Stock as a result of (x) foreclosure on such shares under the Margin Loan (such shares, the “Foreclosure Transferred Shares”) or (y) a purchase pursuant to the Margin Loan ROFR of such shares (such shares, the “Margin Loan ROFR Transferred Shares” and, together with the Foreclosure Transferred Shares, the “Transferred Shares”) and (b) the number of Transferred Shares exceeds the number of shares of Common Stock subject to the Floating Option Instrument immediately prior to such foreclosure or purchase (the amount of such excess being the “Excess Number”), then the number of Option Shares shall automatically be reduced by a number (rounded to the nearest whole number of shares) equal to the Excess Number; provided that subsequent to any Partial Transfer such reduction shall be allocated *pro rata* among this Option and each other Option exchanged for the Option originally issued on the Issue Date.

(iii) The Optionholder shall be responsible for satisfying all legal requirements applicable to its exercise of this Option, and the Grantor shall not be required to settle this Option if settlement of this Option would violate any applicable legal requirement.

### 3. Exercise of Option.

(i) The right to purchase Option Shares represented by this Option is exercisable, in whole or in part, by the Optionholder, at any time or from time to time from and after the Issue Date but in no event later than the Expiration Time, by (A) the surrender of this Option and the Notice of Exercise attached as Annex A hereto, duly completed and executed on behalf of the Optionholder, at the principal office of the Grantor located at 1 Circle Star Way, San Carlos, CA 94070, Attn: SBGI Legal Team, e-mail: SBGI-Legal@softbank.com and SBGI-FinOps@softbank.com (or such other office or agency of the Grantor as it may designate by prior written or e-mail notice in writing to the Optionholder at such address or e-mail address) and (B) payment of the Exercise Price for the Option Shares thereby purchased by wire transfer of immediately available funds to an account designated by the Grantor.

(ii) If the Optionholder does not exercise this Option in its entirety, the Optionholder shall be entitled to receive from the Grantor, upon request, a new option of like tenor in substantially identical form and on the same terms for the purchase of that number of Option Shares equal to the difference between the number of Option Shares subject to this Option and the number of Option Shares as to which this Option is so exercised.

4. Delivery of Option Shares. The Option Shares acquired upon exercise of this Option shall be delivered no later than the second Business Day following the date of exercise of this Option in book-entry form. The Grantor hereby represents and warrants that the Option Shares are validly issued, fully paid and nonassessable and, upon delivery to the Optionholder shall be free of any liens or encumbrances. The Optionholder hereby acknowledges that Option Shares acquired upon exercise of this Option have not been registered under the Securities Act and must be held indefinitely unless such Option Shares are subsequently registered under the Securities Act or an exemption from such registration is available, and the Company is under no obligation to register the Option Shares.

5. No Fractional Shares. No fractional Option Shares or other Equity Interests representing fractional Option Shares or other Equity Interests shall be issued or obtained upon any exercise of this Option. In lieu of any fractional share to which the Optionholder would otherwise be entitled, the Optionholder shall be entitled to receive a cash payment equal to the Market Price of the Common Stock or such other Equity Interests on the last trading day preceding the date of exercise less the Exercise Price for such fractional share.

6. No Rights as Stockholders. Except as otherwise provided by the terms of this Option, this Option does not entitle the Optionholder to (i) receive dividends or other distributions, (ii) consent to any action of the stockholders of the Company, (iii) receive notice of or vote at any meeting of the stockholders, (iv) receive notice of any other proceedings of the Company or (v) exercise any other rights whatsoever, in any such case, as a stockholder of the Company prior to the date of exercise hereof.

7. Charges, Taxes and Expenses. Issuance of this Option and the delivery of any shares of Common Stock or other Equity Interests to the Optionholder upon the exercise of this Option shall be made without charge to the Optionholder for any transfer tax or other incidental expense in respect of such delivery, all of which taxes and expenses shall be paid by the Grantor.

8. Transfer and Assignment. Subject to applicable securities laws, the Optionholder shall have the right to pledge, transfer or assign its rights and obligations hereunder, in whole or in part, to (a) the Company, (b) any wholly-owned subsidiary of the Optionholder (so long as such transferee remains a wholly-owned subsidiary of the Optionholder) or (c) any Person that is a “qualified institutional buyer” as defined in Rule 144A under the Securities Act and a “qualified purchaser” as defined in Section 2(a)(51) of the Investment Company Act (each such Person, a “Purchaser”); provided that a Purchaser shall, as a condition for such transfer or assignment, provide to the Grantor a duly executed certificate in the form of Annex B hereto and an executed joinder to the Security Agreement and any intercreditor agreement entered into in connection with the Margin Loan in a form reasonably satisfactory to the Grantor. The Grantor shall not have the right to assign or transfer its rights and obligations hereunder, in whole or in part, to any person without the prior written consent of DT. Upon a transfer by the Optionholder permitted by this

Section 8, this Option shall be transferrable upon surrender of this Option to the office or agency of the Grantor described in Section 3, and a new Option of the same tenor and date as this Option but registered in the name of one or more transferees shall be made and delivered by the Grantor to each Purchaser at each such address furnished to the Grantor. If the transferring holder does not transfer the entirety of its rights to purchase all Option Shares hereunder (each such transfer, a "Partial Transfer"), such holder shall be entitled to receive from the Grantor a new Option in substantially identical form for the purchase of that number of Option Shares as to which the right to purchase was not transferred and otherwise substantially on the same terms as the original Option prior to the Partial Transfer. Each Partial Transfer must transfer or assign rights to purchase a minimum of 5,000,000 Option Shares, or, if rights to purchase less than 5,000,000 Option Shares are exercisable hereunder, all rights to purchase Option Shares then exercisable hereunder. All expenses (other than stock transfer taxes) and other charges payable in connection with the preparation, execution and delivery of the new Options pursuant to this Section 8 shall be paid by the Grantor, other than the costs and expenses of counsel or any other advisor to the Optionholder and its transferee.

9. Registry of Option. The Grantor shall maintain a registry showing the name and address of the Optionholder as the registered holder of this Option. This Option may be surrendered for exchange or exercise, in accordance with its terms, at the office of the Grantor, and the Grantor shall be entitled to rely in all respects, prior to written notice to the contrary, upon such registry.

10. Loss, Theft, Destruction or Mutilation of Option. Upon receipt by the Grantor of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Option, and in the case of any such loss, theft or destruction, upon receipt of a bond, indemnity or security reasonably satisfactory to the Grantor, or, in the case of any such mutilation, upon surrender and cancellation of this Option, the Grantor shall make and deliver, in lieu of such lost, stolen, destroyed or mutilated Option, a new Option of like tenor and representing the right to purchase the same aggregate number of Option Shares as provided for in such lost, stolen, destroyed or mutilated Option.

11. Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding day that is a Business Day.

12. Adjustments and Other Rights. The Exercise Price and Option Shares subject to this Option shall be subject to adjustment from time to time as follows; provided that if more than one subsection of this Section 12 is applicable to a single event, the subsection shall be applied that produces the largest adjustment, no single event shall cause an adjustment under more than one subsection of this Section 12 so as to result in duplication and, for the avoidance of doubt, no increase to the Exercise Price or decrease in the number of Option Shares subject to this Option shall be made pursuant to this Section 12.

(i) Stock Splits, Subdivisions, Reclassifications or Combinations. If the Company shall at any time or from time to time (a) declare, order, pay or make a dividend or make a distribution on its Common Stock in shares of Common Stock, (b) split, subdivide or reclassify the outstanding shares of Common Stock into a greater number of shares or (c) combine or reclassify the outstanding shares of Common Stock into a smaller number of shares, the number of Option Shares subject to this Option at the time of the record date for such dividend or distribution or the effective date of such split, subdivision, combination or reclassification shall be proportionately adjusted so that the Optionholder immediately after such record date or effective date, as the case may be, shall be entitled to purchase the number of shares of Common Stock which such holder would have owned or been entitled to receive in respect of the shares of Common Stock subject to this Option after such date had this Option been exercised in full immediately prior to such record date or effective date, as the case may be. In the event of such adjustment, the Exercise Price in effect at the time of the record date for such dividend or distribution or the effective date of such split, subdivision, combination or reclassification shall be immediately adjusted to the number obtained by dividing (x) the product of (1) the number of Option Shares subject to this Option in full before the adjustment determined pursuant to the immediately preceding sentence and (2) the Exercise Price in effect immediately prior to the record or effective date, as the case may be, for the dividend, distribution, split, subdivision, combination or reclassification giving rise to such adjustment by (y) the new number of Option Shares subject to this Option in full determined pursuant to the immediately preceding sentence.

(ii) Distributions. If the Company shall fix a record date for the making of a dividend or other distribution (by spin-off or otherwise) on shares of Common Stock, whether in cash, Equity Interests of the Company, other securities of the Company, evidences of indebtedness of the Company or any other Person or any other property (including Equity Interests, other securities or evidences of indebtedness of a subsidiary), or any combination thereof, excluding (x) dividends or distributions subject to adjustment pursuant to Section 12(i) or (y) dividends or distributions of rights in connection with the adoption of a stockholder rights plan in customary form (including with respect to the receipt of such rights in respect of shares of Common Stock issued subsequent to the initial dividend or distribution of such rights), then (a) in the case of any such cash dividend or distribution, the Exercise Price in effect immediately prior to such record date shall be reduced by the gross amount of such cash dividend or distribution without giving effect to any withholding or deduction of taxes at the source by or on behalf of any applicable authority having power to tax in respect of such cash dividend or distribution and (b) in each such other case, in addition to the number of Option Shares subject to this Option, the Optionholder shall be entitled to receive such Equity Interests of the Company, other securities of the Company, evidences of indebtedness of the Company or any other Person or any other property (including Equity Interests, other securities or evidences of indebtedness of a subsidiary), or any combination thereof, that a holder of such number of shares of Common Stock on such record date would have been entitled to receive as a result of such dividend or other distribution. For purposes of the foregoing, in the event that such dividend or distribution in question is ultimately not so made, the Exercise Price and the number of Option Shares subject to this Option then in effect shall be readjusted, effective as of the date when the Board of Directors determines not to make such dividend or distribution, to the Exercise Price that would then be in effect and the number of Option Shares that would then be subject to this Option if such record date had not been fixed. The provisions of this Section 12 shall apply in respect of any Equity Interests that the Optionholder may become entitled to receive by operation of this Section 12(ii).

(iii) Merger Event. In case of any Merger Event, notwithstanding anything to the contrary contained herein, (a) the Exercise Price shall be reduced (but not below zero) by the amount of cash, if any, forming part of the merger consideration per share of Common Stock (assuming for this purpose that any election to receive cash in respect of shares of Common Stock is made for the maximum amount of cash that may be delivered) and (b) the Optionholder's right to receive Option Shares upon exercise of this Option shall be converted, effective upon the occurrence of such Merger Event, into the right to exercise this Option to acquire the number of shares of stock or other securities or property (including cash) that the Common Stock subject to (at the time of such Merger Event) this Option immediately prior to such Merger Event would have been entitled to receive upon consummation of such Merger Event (assuming for this purpose that any election to receive cash in respect of shares of Common Stock is made for the maximum amount of cash that may be delivered).

(iv) Calculation of Certain Option Property. Notwithstanding anything to the contrary, in the event that any Equity Interests, other securities of the Company or any other Person or any other property that the Optionholder may become entitled to receive by operation of this Section 12 (individually and collectively, "Option Property") shall, by its terms, in whole or in part, (x) mature or expire prior to the Expiration Time, or (y) require the giving of any notice or the taking of any action the failure of either of which could result in (1) the forfeiture of rights or value to which the holder thereof would otherwise be entitled prior to the Expiration Time or (2) the maturation or expiration of such Option Property prior to the Expiration Time, then the Exercise Price shall be reduced by the fair market value of such Option Property determined in accordance with this Section 12(iv). The fair market value of Option Property that is listed or traded on an exchange or the prices for which are available on a quotation system shall be the last sale price for such Option Property on such exchange or quotation system. If such Option Property is not listed or traded on an exchange or quotation system, the Grantor shall determine the fair market value of such Option Property based on prices for such Option Property obtained from several leading dealers in the market for such Option Property, or if such prices are not available to the Grantor notwithstanding its commercially reasonable efforts so to procure, the fair market value of such Option Property shall be determined by a nationally recognized investment banking, accounting or valuation firm mutually agreed by the Grantor and the Optionholder.

(v) Statement Regarding Adjustments. Whenever the Exercise Price or the number of Option Shares subject to this Option shall be adjusted as provided in this Section 12, the Grantor shall determine the amount and form of any such adjustment in good faith and in a commercially reasonable manner and shall prepare a statement showing in reasonable detail the basis for such determination (including any quotations, market data or information from internal or external sources, and any assumptions, used in making such determination) and cause a copy of such

statement to be delivered to the Optionholder as promptly as practicable and in no event later than 5 Business Days following its determination regarding such adjustment.

(vi) Notice of Adjustment Event. In the event that the Company takes any action of the type described in this Section 12 (but only if the action of the type described in this Section 12 would result in an adjustment in the Exercise Price or the number of Option Shares subject to this Option or a change in the type of securities or property to be delivered upon exercise of this Option), the Grantor shall provide written notice to the Optionholder, which notice shall set forth the facts with respect thereto as shall be reasonably necessary to indicate the proposed effect on the Exercise Price and the number, kind or class of shares or other securities or property which upon the delivery of such shares or other securities or property to a holder of Common Stock, is expected to be deliverable to the Optionholder upon exercise of this Option and show in reasonable detail the basis for such determination (including any quotations, market data or information from internal or external sources, and any assumptions, used in making such determination).

(vii) Adjustment Rules. Any adjustments pursuant to this Section 12 shall be made successively whenever an event referred to herein shall occur. If an adjustment in the Exercise Price made hereunder would reduce the Exercise Price to an amount below par value of the Common Stock, then such adjustment in the Exercise Price made hereunder shall reduce the Exercise Price to the par value of the Common Stock.

13. Representations.

(i) The Optionholder represents and warrants to, and agrees with, the Grantor that:

(a) It is a “qualified institutional buyer” as defined in Rule 144A under the Securities Act and a “qualified purchaser” as defined in Section 2(a)(51) of the Investment Company Act.

(b) (1) It is acting for its own account, and it has made its own independent decisions to enter into this Option and as to whether this Option is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary, (2) it is not relying on any communication (written or oral) of the other party or any of the other party’s affiliates as investment advice or as a recommendation to enter into this Option (it being understood that information and explanations related to the terms and conditions of this Option shall not be considered investment advice or a recommendation to enter into this Option) and (3) no communication (written or oral) received from the other party or any of the other party’s affiliates shall be deemed to be an assurance or guarantee as to the expected results of transactions contemplated by this Option.

(ii) The Grantor represents and warrants to, and agrees with, the Optionholder that:

(a) It is duly organized and validly existing under the laws of its jurisdiction of incorporation and, if relevant under such laws, is in good standing; it has all necessary corporate power and authority to execute, deliver and perform its obligations in respect of this Option; such execution, delivery and performance have been duly authorized by all necessary corporate action on its part; and this Option has been duly and validly executed and delivered by the Grantor and constitutes its valid and binding obligation, enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors’ rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) Neither the execution and delivery of this Option nor the incurrence or performance of the obligations of such party hereunder will conflict with or result in a breach of (1) the certificate of incorporation or by laws (or any equivalent documents) of the Grantor, (2) any law or regulation, applicable to it, or any order, writ, injunction or decree of any court or governmental authority or agency applicable to the Grantor, or (3) any agreement or instrument to which the Grantor is a party or by which it is bound or to which it is subject, or constitute a default under, or result in the creation of any lien under, any such agreement

or instrument, except, in the case of clause (3), to the extent that such conflict, breach, default or lien would not have a material adverse effect on the Grantor, this Option or the Optionholder's rights or obligations relating to this Option, or the power or ability of the Grantor to execute and deliver this Option or perform its obligations hereunder.

(c) No consent, approval, authorization, or order of, or filing with, any governmental agency or body or any court is required in connection with the execution, delivery or performance by the Grantor of this Option, except such as have been obtained or made or the absence of which would not have a material adverse effect on such party, this Option or the Optionholder's rights or obligations relating to this Option, or the power or ability of the Grantor to execute and deliver this Option or perform its obligations hereunder and except such as may be required under the Securities Act or state securities laws and except for filings with the Securities and Exchange Commission.

14. Tax Matters.

(i) Upon the reasonable request of the Optionholder, the Grantor agrees to deliver to the Optionholder, as applicable, a U.S. Internal Revenue Service Form W-8 (or successor thereto), and the Optionholder agrees to deliver to the Grantor, as applicable, a U.S. Internal Revenue Service Form W-8 (or successor thereto); provided, that upon a transfer to the Purchaser pursuant to Section 8, the Purchaser shall deliver to the Grantor a U.S. Internal Revenue Service Form W-8 or Form W-9 (or successor thereto).

(ii) The Optionholder and any of its affiliates shall be entitled to deduct and withhold from any amount payable pursuant to this Option such amounts as it is required to deduct and withhold with respect to the making of such payment under applicable tax law. To the extent that amounts are so withheld and paid over to or deposited with the relevant taxing authority, such deducted and withheld amounts shall be treated for all purposes of this Option as having been paid to the Grantor. The parties shall, and shall cause their representatives and affiliates to, reasonably cooperate to reduce or eliminate any amount required to be deducted and withheld pursuant to this Section 14(ii).

(iii) The Grantor represents and warrants to the Optionholder that it is a limited liability company organized in the State of Delaware that is treated as disregarded as separate from SoftBank which is treated as a corporation for U.S. federal income tax purposes.

15. Governing Law; Jurisdiction; Forum; Waiver of Trial by Jury.

(i) THIS OPTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER ANY APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF. In any action between the parties arising out of or relating to this Option, each of the parties (a) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware in and for New Castle County, Delaware, (b) agrees that it will not attempt to deny or defeat such jurisdiction by motion or other request for leave from such court, and (c) agrees that it will not bring any such action in any court other than the Court of Chancery for the State of Delaware in and for New Castle County, Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the federal court of the United States of America sitting in the State of Delaware, and appellate courts thereof, or, if (and only if) each of such Court of Chancery for the State of Delaware and such federal court finds it lacks subject matter jurisdiction, any state court within the State of Delaware. Service of process, summons, notice or document to any party's address and in the manner set forth in Section 18 shall be effective service of process for any such action.

(ii) EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS OPTION IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS OPTION OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY

OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS OPTION BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 15(ii).

16. Binding Effect. This Option shall be binding upon any successors or assigns of the Grantor.

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

18. Notices. Unless otherwise provided in this Option, all notices and other communications provided for hereunder shall be dated and in writing and shall be deemed to have been given (i) when delivered, if delivered personally, sent by registered or certified mail, return receipt requested, postage prepaid, provided that such delivery is completed during normal business hours of the recipient, failing which such notice shall be deemed to have been given on the next Business Day, (ii) on the next Business Day if sent by overnight courier and delivered on such Business Day within ordinary business hours and, if not, the next Business Day following delivery; and (iii) when received, if received during normal business hours and, if not, the next Business Day after receipt, if delivered by e-mail or any means other than those specified above; provided that all notices to Optionholder hereunder shall be sent (1) by email to the email address(es) of the Optionholder specified below and (2) by one additional method specified in clause (i) or (ii) above. Such notices shall be delivered to the address set forth below, or to such other address as a party shall have furnished to the other party in accordance with this Section 18. In the event that this Option is transferred or assigned, the address of the Optionholder or the Grantor shall be such other address as shall have been furnished to the other party pursuant to Section 8 or this Section 18, as applicable.

If to the Grantor, to:

SoftBank Group Capital Ltd  
69 Grosvenor Street, London, W1K 3JP United Kingdom  
Attention: SBGI Legal  
E-mail: sbgi-legal@softbank.com

and

SoftBank Group Corp.  
Tokyo Shiodome Bldg.  
1-9-1 Higashi-shimbashi  
Minato-ku, Tokyo 105-7303  
Japan  
Attention: Corporate Officer, Head of Legal Unit  
E-mail: sbgrp-legalnotice@g.softbank.co.jp  
sbgi-legal@softbank.com

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

Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004



Attention: Robert DeLaMater  
Sarah Payne  
E-mail: DeLaMaterR@sullcrom.com  
PayneSA@SULLCROM.com

If to the Optionholder, to:

Deutsche Telekom AG  
Friedrich-Ebert-Allee 140  
53113 Bonn, Germany  
Attention: Axel Lützner, Head of Legal M&A  
E-mail: Axel.Luetzner@telekom.de

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

Cravath, Swaine & Moore LLP  
825 Eighth Avenue  
New York, New York 10019  
Attention: Richard Hall  
Andrew C. Elken  
E-mail: RHall@cravath.com  
AElken@cravath.com

19. Counterparts. This Option may be signed in any number of counterparts, each of which shall be deemed an original (including signatures delivered via facsimile or electronic mail) with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto may deliver this Option by facsimile or by electronic mail and each party hereto shall be permitted to rely on the signatures so transmitted to the same extent and effect as if they were original signatures.

20. Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby, it being intended that all of the rights and privileges of the parties shall be enforceable to the fullest extent permitted by law. To the extent that any such provision is so held to be invalid, illegal or unenforceable, the parties shall in good faith use commercially reasonable efforts to find and effect an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has caused this Option to be duly executed by a duly authorized officer.

Dated: October 6, 2020

**DELAWARE PROJECT 6 L.L.C.**

By: /s/ Alex Clavel

\_\_\_\_\_  
Name: Alex Clavel

Title: Manager

Acknowledged and Agreed

**DEUTSCHE TELEKOM AG**

By: /s/ Jörg Weber

\_\_\_\_\_  
Name: Jörg Weber

Title: Senior Vice President M&A

By: /s/ Dr. Axel Lützner

\_\_\_\_\_  
Name: Dr. Axel Lützner

Title: Vice President DT Legal

*[Signature Page to SB-Newco Call Option]*

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[Form of Notice of Exercise]

Date:

TO: THE GRANTOR

RE: Election to Purchase Common Stock

The undersigned, pursuant to the provisions set forth in the attached Option, hereby agrees to purchase the number of shares of Common Stock set forth below covered by such Option. The undersigned, in accordance with Section 3 of the Option, hereby agrees to pay the aggregate Exercise Price for such shares of Common Stock. A new option evidencing the remaining shares of Common Stock covered by such Option, but not yet subscribed for and purchased, if any, should be issued in the name of the Optionholder.

Number of shares of Common Stock with respect to which the Option is being exercised

\_\_\_\_\_

Aggregate Exercise Price: \_\_\_\_\_

Holder: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_

[Form of Certificate]

Date:

Reference is made to the SB-Newco Call Option (the “Option”), issued on June 22, 2020 by Project 6, as Grantor, to [DT], as Optionholder. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Option.

Pursuant to Section 8 of the Option, the Optionholder has agreed to pledge, transfer or assign its rights and obligations under the Option to acquire from the Grantor, in whole or in part, up to an aggregate of [Number of Option Shares] fully paid and nonassessable shares of Common Stock to [Name of Purchaser] (the “Purchaser”). The Purchaser, through its undersigned officer, does hereby certify to the Grantor and the Optionholder that:

1. It is a “qualified institutional buyer” as defined in Rule 144A under the Securities Act and a “qualified purchaser” as defined in Section 2(a)(51) of the Investment Company Act; and

2. (1) It is acting for its own account, and it has made its own independent decisions to acquire the Option and as to whether this Option is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary, (2) it is not relying on any communication (written or oral) of the other party or any of the other party’s affiliates as investment advice or as a recommendation to enter into this Option (it being understood that information and explanations related to the terms and conditions of this Option shall not be considered investment advice or a recommendation to enter into this Option) and (3) no communication (written or oral) received from the other party or any of the other party’s affiliates shall be deemed to be an assurance or guarantee as to the expected results of transactions contemplated by this Option.

IN WITNESS WHEREOF, the Purchaser has caused this certificate to be duly executed by a duly authorized officer as of the date first written above.

[Purchaser]: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_