

# AT&T INC. (T)

## 8-K

Current report filing

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

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**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) December 19, 2011

**AT&T INC.**

(Exact Name of Registrant as Specified in Charter)

Delaware

1-8610

43-1301883

(State or Other Jurisdiction of  
Incorporation)

(Commission File Number)

(IRS Employer Identification No.)

208 S. Akard St., Dallas, Texas

75202

(Address of Principal Executive Offices)

(Zip Code)

Registrant's telephone number, including area code (210) 821-4105

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240-14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.02 Termination of a Material Definitive Agreement.**

On December 19, 2011, AT&T Inc. ("AT&T") announced that AT&T and Deutsche Telekom AG ("Deutsche Telekom") had agreed to terminate the Stock Purchase Agreement, dated as of March 20, 2011 (the "Stock Purchase Agreement"), entered into to effect AT&T's purchase of T-Mobile USA, Inc. Terms and conditions of the termination are set forth in Exhibit 10, which is incorporated by reference herein. To reflect the break-up considerations due Deutsche Telekom under the Stock Purchase Agreement in connection with its termination, AT&T will recognize a pre-tax accounting charge of \$4 billion in the fourth quarter of 2011.

The termination of the Stock Purchase Agreement will also result in the termination of the Stockholder's Agreement, dated as of March 20, 2011, between AT&T and Deutsche Telekom, which would have taken effect upon the closing of the purchase of T-Mobile USA, Inc., and the bridge loan agreement entered into between AT&T and a group of banks as of March 31, 2011.

**Item 9.01. Financial Statements and Exhibits.**

Exhibit Number	Description of Exhibits
10	Letter Agreement by and between AT&T Inc. and Deutsche Telekom AG, dated December 19, 2011.

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**Signature**

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

AT&T INC.

Date: December 20, 2011

By: /s/ Paul W. Stephens  
Paul W. Stephens  
Senior Vice President and Controller



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December 19, 2011

Via Facsimile and E-mail

Deutsche Telekom AG,  
Friedrich-Ebert-Alle 140  
53113 Bonn, Germany  
Facsimile: +49-228-181-74008  
Attention: Mr. René Obermann

We make reference to the Stock Purchase Agreement, dated as of March 20, 2011 (the "Purchase Agreement"), by and between Deutsche Telekom AG, an *Aktiengesellschaft* organized and existing under the laws of the Federal Republic of Germany ("DT"), and AT&T Inc., a Delaware corporation ("AT&T"), and the Domestic UMTS Roaming Agreement, dated as of July 19, 2011 (the "Roaming Agreement"), by and between AT&T Mobility LLC, a Delaware limited liability company, and T-Mobile USA, Inc., a Delaware corporation. This letter agreement constitutes the mutual written consent of DT and AT&T to terminate the Purchase Agreement effective as of the date hereof. Any capitalized terms used herein but not defined shall have the respective meanings ascribed to such terms in the Purchase Agreement.

DT and AT&T hereby agree that the termination of the Purchase Agreement pursuant to this letter agreement shall have the same effect as a termination pursuant to Section 7.2 of the Purchase Agreement at the time of which termination (i) the conditions set forth in Section 5.1(a), 5.1(b) or 5.2(c) of the Purchase Agreement shall not have been satisfied and (ii) all other conditions to the Closing set forth in Sections 5.1 and 5.2 of the Purchase Agreement shall have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing but which conditions would be satisfied or, in the case of Section 5.2(e) of the Purchase Agreement, would be capable of being satisfied if the Closing Date were the date of such termination, or those conditions that have not been satisfied as a result of a breach by Purchaser).

Accordingly, (i) AT&T, or one of its Affiliates, shall (A) within three Business Days following the date of this letter agreement, pay to DT the cash amount set forth on Annex E of the Purchase Agreement by wire transfer of immediately available funds and (B) deliver to the Company, or as otherwise directed by DT, the assets set forth on Annex E of the Purchase Agreement in accordance with the obligations under Section 7.5(b) of the Purchase Agreement (which shall continue in effect as to such matters notwithstanding the termination of the Purchase Agreement), and (ii) pursuant to Section 2(a) of the Roaming Agreement and in full satisfaction of AT&T's obligations under Section 7.5(b) of the Purchase Agreement with respect to the roaming agreement referenced therein, all of the sections of the Roaming Agreement that were not effective as of the execution date of the Roaming Agreement shall come into full force and effect on the date hereof and shall be implemented as set forth in the Roaming Agreement or as the parties thereto otherwise shall agree. Upon and after the payment of such cash amount, so long as AT&T is in good faith attempting to comply with its obligations under Section 7.5(b) of the Purchase Agreement with respect to the transfer(s) of the assets set forth on Annex E of the Purchase Agreement, the sole and exclusive remedy of DT and its Subsidiaries and their respective officers, directors and Affiliates against AT&T and its Subsidiaries and their respective officers, directors and Affiliates for any Damages resulting from, arising out of, or incurred in connection with, the Purchase Agreement (including termination thereof) or any transactions ancillary thereto shall be as set forth in Section 7.5(c) of the Purchase Agreement.

Section 8.3 of the Purchase Agreement shall apply to this letter agreement and any action or proceeding in respect of any claim arising out of, related to or arising under this letter agreement.

This letter agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, legal representatives and permitted assigns. This letter agreement may be executed in any number of counterparts, each such counterpart (including any facsimile or electronic document transmission of such counterpart) being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

*[signature page follows]*

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If you are in agreement with the foregoing, please countersign as provided for below.

AT&T INC.

By: /s/ Randall L. Stephenson

Name: Randall Stephenson

Title: Chief Executive Officer

AGREED AND ACCEPTED:

DEUTSCHE TELEKOM AG

By: /s/ René Obermann

Name: René Obermann

Title: Chief Executive Officer

By: /s/ Timotheus Höttges

Name: Timotheus Höttges

Title: Chief Financial Officer

cc: Claudia Junker  
(Deutsche Telekom AG)

D. Wayne Watts  
(AT&T Inc.)

Adam O. Emmerich

Steven A. Cohen

(Wachtell, Lipton, Rosen & Katz)

Joseph B. Frumkin

Eric M. Krautheimer

(Sullivan & Cromwell LLP)

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