Sprint Corporation
Employees Stock Purchase Plan

Plan Information Statement

The information on the following pages contains information about the Sprint Corporation Employees Stock Purchase Plan (the "Plan" or "ESPP"). If you would like additional information concerning the Plan, you may contact the Administrator of the Plan at the following address or telephone number:

Sprint Corporation
Mailstop: KSOPHE0210-2B450
6360 Sprint Parkway
Overland Park, Kansas 66251
(913) 762-6547

This Plan Information Statement does not constitute an offer to sell or a solicitation of an offer to buy any securities other than the registered securities to which it relates or an offer to sell or a solicitation of an offer to buy any securities in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation.

Under no circumstances does the delivery of this Plan Information Statement or any sale made hereunder create any implication that there has been no change in the affairs of Sprint Corporation or in any of the information included herein or in any supplement hereto or in any document incorporated herein by reference since the date of this Plan Information Statement.

THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933.

Dated: November, 2016

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SPRINT CORPORATION

EMPLOYEES STOCK PURCHASE PLAN

1. GENERAL PROVISIONS

What follows is a general summary of the Sprint Corporation Employees Stock Purchase Plan (the “Plan”). **The terms and conditions of your participation in the Plan are governed by the Plan, and this description of the Plan is qualified in its entirety by reference to the full text of the Plan.** In addition, the examples provided are for illustrative purposes only. To ensure compliance with requirements imposed by the Internal Revenue Service, Sprint informs you that the tax discussion is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any matter addressed.

The Plan authorizes granting to participants the right (each right, an “Option”) to purchase shares of Sprint’s common stock, par value $.01 per share (“Sprint Stock”), at a price equal to 85% of the fair market value of Sprint Stock on the last business day of each offering period. Shares of Sprint Stock issued upon the exercise of Options may be either authorized but un-issued shares or shares purchased for the Plan on the open market or from private sources, in Sprint’s discretion.

There is no fixed date of termination for the Plan; however, its duration is limited by the maximum number of shares that may be issued under the Plan.

If you are employed by Sprint International Caribe, Inc., working in Puerto Rico, please refer to the Addendum to the Plan Information Statement.

1.01. Purpose of the Plan

The purpose of the Plan is to encourage and enable you to acquire proprietary interests in Sprint through the ownership of Sprint Stock, thereby establishing a closer identification of your interests with those of Sprint.

1.02. Authorized Shares

As of October 1, 2016, 72,188,042 shares of Sprint Stock remain available for purchase under the Plan.

1.03. Changes in Shares of Sprint Stock

In the event of a subdivision or combination of the shares of Sprint Stock, the maximum number of shares that may thereafter be sold under the Plan and the number of shares under Options will be proportionately increased or decreased. In that event, the terms relating to the price at which shares under Options will be sold may be appropriately adjusted, and other action may be taken that in the opinion of Sprint’s Board of Directors (the “Board”) is appropriate under the circumstances.

1.04. Administration of the Plan

The Plan is administered by a committee consisting of three or more members of the Board. No member of this committee is eligible, while a member thereof, to participate in the Plan. The members of the committee are appointed by the Board and serve at the pleasure of the Board. Subject to the express provisions of the Plan, the committee is authorized to make and interpret such equitable rules and regulations regarding the Plan as it considers advisable. The committee’s determination on such matters is final and conclusive.

The committee has appointed an employee, who is eligible to participate in the Plan, as Administrator of the Plan. The Administrator has no specific term of office and may be changed by the committee at any time. The Administrator’s duties include maintenance of records, receiving and delivering employee notifications, and other nondiscretionary functions under the Plan. More information regarding the Plan can be obtained by writing the Administrator at the address on the cover page of this Plan Information Statement.

1.05. Applicability of ERISA

The Plan is not subject to any of the provisions of the Employee Retirement Income Security Act of 1974.

1.06. Governmental Approvals or Consents; Amendments

The Plan and any offerings and sales to employees under it are subject to any governmental approvals or consents that are or may become applicable to it. The Board may terminate the Plan or make changes in the Plan and in any Offering as may be necessary or desirable, in the opinion of counsel for Sprint, to comply with the rules and regulations of any governmental authority, or to be eligible for tax benefits under the Internal Revenue Code of 1986, as amended (the “Code”), or the laws of any state. The Board may also terminate or amend the Plan for any other reason; however, that action may not adversely affect your rights in an Offering that has already begun. Furthermore, no amendment may permit the sale of more shares than are authorized without prior approval of Sprint's stockholders.

1.07. Use of Proceeds

Amounts that Sprint withholds from your pay under the Plan will not be segregated or held in trust, but will be added to Sprint’s general funds and used for its general corporate purposes.

1.08. Expenses

Sprint pays administrative expenses for the Plan. These expenses include costs of preparing the Plan, registering under Federal and state securities laws, listing on the New York Stock Exchange, and all fees, commissions, and expenses in connection with the purchase of shares of Sprint Stock for the Plan or, if authorized but un-issued shares are issued pursuant to the Plan, expenses of issuing those shares.

1.09. Merger

On July 10, 2013, pursuant to the terms of the merger agreement entered into by and among Sprint Nextel Corporation, SOFTBANK CORP, Starburst I, Starburst II and Starburst III (the transactions contemplated therein, the "Merger"), Sprint Nextel Corporation became a wholly owned subsidiary of Starburst II. In connection with the closing of the Merger, Starburst II was renamed Sprint Corporation ("Sprint") and Sprint Nextel Corporation was renamed Sprint Communications, Inc. (the "Company"). You can learn more about the Merger on Sprint's Form S-4 Registration Statement, as amended, filed with the Securities and Exchange Commission.

In connection with the Merger, the Sprint Nextel Employees Stock Purchase Plan was assumed by Sprint for purposes of granting future awards under such plan following the closing of the Merger and renamed the Sprint Corporation Employees Stock Purchase Plan (the "Plan").

2. TERMS OF OFFERING

2.01. Establishment of Offerings under the Plan

From time to time the Board may determine that an offering of shares of Sprint Stock (an "Offering") be made under the Plan. In establishing an Offering, the Board specifies the companies (the "Participating Companies") from among Sprint and its majority-owned subsidiaries that will participate in the Offering, and the number of shares that may be issued in the Offering, subject to the terms of the Plan. It is our current intention to have offerings each calendar quarter.

2.02. Eligibility

Eligibility to participate in each quarterly Offering is determined based on your employment status during a period beginning on the 14th calendar day before the end of the month immediately preceding that Offering through the Grant Date (defined in Section 2.06 as the first business day in each calendar quarter). We call this period the "Eligibility Period." You are eligible to participate in a quarterly offering if, continuously during the Eligibility Period for that Offering, you are regularly employed for at least 20 hours per week by a Participating Company.

> ***Example:*** *Assume you are hired as a regular full-time employee for a Participating Company on November 15, 2015 and you remain employed through January 4, 2016, which is the Grant Date for the 1st Quarter 2016 Offering. You are eligible to participate in the 1st Quarter 2016 Offering since you were employed from December 17, which is the 14th day before the end of the month before the Offering and through the Grant Date.*

However, you are not considered to be an Eligible Employee and you will not be permitted to enroll if (1) you are on an approved Leave that, as of the Grant Date, has exceeded a period of 90 days and your right to reemployment is not guaranteed either by statute or by contract, or (2) you have taken a hardship withdrawal from the Sprint 401(k) Plan within the 6-month period before the Grant Date or the Sprint Puerto Rico Retirement and Savings Plan within the 12-month period before the Grant Date.

2.03. Enrollment

You will find instructions on how to enroll in the Plan on the ESPP website on i-Connect, Sprint's intranet. If you want to participate in an Offering, you must so indicate in the manner explained in the instructions during the enrollment period (the "Subscription Period"). Also see Section 2.04 concerning automatic re-enrollment for Offerings.

The Subscription Period for all quarterly Offerings will begin on the first business day of the calendar quarter preceding an Offering and end on the 14th day before the end of the calendar quarter preceding such Offering (or the next preceding business day if the 14th day before the end of the calendar quarter occurs on a weekend or holiday).

In this Plan Information Statement, Eligible Employees who participate in the Plan are referred to as "Participants."

2.04. Automatic Re-enrollment

You must affirmatively enroll in order to participate in your first quarterly Offering. Once you enroll in an Offering, you will be automatically re-enrolled in future quarterly Offerings at the same contribution rate as the immediately prior Offering unless you change or cancel your election.

> ***Example:*** *Assume you elected in the 1st Quarter 2016 Offering to have 10% of your compensation contributed to your ESPP Account and you continue to participate through the end of the Offering. Unless you change your election percentage during the 2nd Quarter 2016 Offering Subscription Period (which ends March 17, 2016), you will be automatically re-enrolled in the 2nd Quarter 2016 Offering. Ten percent of your compensation will be contributed to your ESPP Account for the 2nd Quarter 2016 Offering.*
>
> ***Example:*** *Assume on the same facts as above, except on February 7, 2016 you terminated your participation in the Offering. Because the percentage of your compensation you elected to contribute to the ESPP on March 31, 2016 was 0%, you will not participate in the 2nd Quarter 2016 Offering unless you actively re-enroll.*

2.05. Contributions to ESPP Accounts

In the election to participate, you must indicate the percentage of compensation you wish to have withheld each payday during the Offering to purchase Sprint Stock under the Plan.

You may elect any percentage of your compensation (in whole numbers) not to exceed 20%. For this purpose, compensation means your regular base salary and sales commissions, but does not include bonuses, non-sales commissions, overtime, shift pay, premium pay, foreign service allowance, or special pay.

Amounts withheld from your pay are maintained on Sprint's books in an un-segregated account (the "ESPP Account") payable to you as a general, unsecured creditor of Sprint. You will receive no interest on the amounts withheld. You may not make any payments into your ESPP Account other than by payroll deduction, and payment for Sprint Stock purchased under the Plan may only be made out of your ESPP Account.

2.06. Receive Grant

With respect to each quarterly Offering, Options granted to Participants are deemed granted on the first business day of each calendar quarter (the "Grant Date").

2.07. Number of Shares Subject to Option

If you are a Participant, you will be deemed to have been granted an Option to purchase as many whole shares of Sprint Stock as you will be able to purchase with your payroll deductions during the Offering.

The number of shares that you may purchase under the Plan is limited in the following ways: (1) no employee may purchase more than 9,000 shares of Sprint Stock during any calendar year and with respect to any one quarter, no employee may purchase more than 9,000 shares reduced by the number of shares purchased in all prior quarters during the calendar year; (2) no employee may purchase shares of Sprint Stock in any calendar year at a rate that exceeds $25,000 based on the fair market value of Sprint Stock on each Grant Date; (3) no employee will be granted an Option under the Plan if that employee, immediately after the Option is granted, owns Sprint Stock or Options to purchase Sprint Stock possessing 5% or more of the total combined voting power of all classes of Sprint stock; and (4) employees may purchase no more shares than authorized for the Plan. In each case, the number of shares subject to the Option will be reduced to the maximum number of shares that satisfies these limitations.

2.08. Fair Market Value

For all purposes under the Plan, the "fair market value" of Sprint Stock on any day means the average of the high and low prices of that stock for composite transactions for trading on that day, or if there was no trading on that day, on the most recent preceding day on which trading occurred.

> ***Example:*** *Sprint Stock trades on March 31, 2016 at a high price of $3.94 per share and a low price of $3.75 per share. The fair market value of Sprint Stock on that date would be $3.845 per share, the average of the high and low prices computed by adding the high and low prices ($3.94 + $3.75 = $7.69) and dividing the sum by 2 ($7.69 ÷ 2 = $3.845).*

2.09. Exercise Price of Options

The price per share (the "Exercise Price") at which Participants may purchase shares under the Plan is set at 85% of the fair market value of Sprint Stock on the date the Option is exercised.

2.10. Automatic Exercise of Options

Options will be automatically exercised under the Plan on the quarterly Exercise Date. The last business day of each quarterly Offering will be the Exercise Date for that Offering. If you have sufficient funds in your ESPP Account on the Exercise Date to purchase at least one full share of Sprint Stock, you will be deemed to have exercised your Option under the Plan. Subject to the limitations noted in Section 2.08, you will purchase as many whole shares of Sprint Stock as the balance in your ESPP Account will purchase on the Exercise Date at the Exercise Price. The cash balance in your ESPP Account not used to purchase Sprint Stock will be deposited into your Fidelity Account (as defined in Section 2.13 below) as soon as practicable after the Exercise Date.

> ***Example:*** *On March 31, 2016, the last day of the Purchase Period for the 1st Quarter 2016 Offering, you have $500.00 in your ESPP Account. The Exercise Price for Sprint Stock is $3.65 per share. On the March 31, 2016 Exercise Date, $496.40 will be used to purchase 136 shares of Sprint Stock ($500.00 ÷ $3.65 = 136 whole shares) and $3.60 ($500.00 less $496.40) will be deposited into your Fidelity Account as soon as practicable after March 31, 2016.*

2.11. Termination of Participation

ESPP participants can cancel participation in an Offering before the 14th calendar day prior to the end of the Quarter. As soon as practicable after receiving your ESPP cancellation notice, your future payroll deductions into the Plan will cease and your contributions will be refunded. At the 14th calendar day prior to the end of the Quarter, a cancellation freeze is placed on accounts and all active participants as of that date will purchase ESPP shares for that Offering except as provided in Section 2.12. Also, if you take a hardship withdrawal from the Sprint 401(k) Plan or the Sprint Puerto Rico Retirement and Savings Plan, your participation in the ESPP is automatically terminated as required under Federal tax laws, and you will receive a refund of your contributions from the ESPP. In addition, if you are not regularly employed for at least 20 hours per week by a participating company, your participation in the ESPP is automatically terminated and you will receive a refund of your contributions from the ESPP.

2.12. Termination of Employment

If your employment with a Participating Company ends for any reason whatsoever, including but not limited to death or retirement prior to the last business day of an Offering, the funds in your ESPP Account will be refunded to you (or paid to your estate, if you die) through payroll as soon as practicable following your termination of employment.

2.13. Issuance of Shares

You have no rights as a stockholder, with respect to shares purchased under the Plan, until the shares have been issued to you. In particular, until the shares are issued upon the exercise of the Options, you may not vote the shares or receive any dividends that are declared on the shares.

As soon as practicable after the Exercise Date, the number of shares of Sprint Stock you purchase will be deposited in your name into your brokerage account with Fidelity Brokerage Services LLC. In this Plan Information Statement we refer to this account as your "Fidelity Account."

You may dispose (as that term is defined in Section 424 of the Code) of the shares in your Fidelity Account at any time by sale, exchange, gift or other transfer of legal title. In the absence of a disposition, however, the shares must remain in your Fidelity Account until the ESPP Holding Period (as defined in Section 3.04,) has been satisfied. Once the ESPP Holding Period has been satisfied, you may move the shares to another brokerage account or request that a stock certificate be issued and delivered to you. Fidelity will charge a nominal fee to issue stock certificates out of your Fidelity Account.

While the shares are held in the Fidelity Account, any cash dividends that are declared on the shares will be paid to you by deposit in your Fidelity Account. You may change the title on your Fidelity Account (for example, to add a joint tenant) so long as you remain an owner of the shares.

2.14. Reports

Fidelity will provide you a report describing activity in your account whenever you purchase securities that are deposited into the account or sell securities in the account. You should retain these reports to track the cost basis of your shares. This information is needed for tax reporting purposes at the time you dispose of the shares.

2.15. Options Not Transferable

Options granted to you under the Plan may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution. Any such action taken by you will be null and void.

3. INCOME TAX CONSEQUENCES

The Plan is designed to be an "employee stock purchase plan" as defined in Code section 423. The Plan is not a qualified pension, profit sharing or stock bonus plan under Code section 401(a). The following is a brief summary of the Federal income tax consequences of participation in the Plan. You are encouraged to consult your personal tax advisor regarding the Federal, state, and local tax consequences of all transactions under the Plan.

3.01. Grant of Options

Participants recognize no income for Federal income tax purposes on the Grant Date.

3.02. Contributions to ESPP Account

Compensation contributed to the Plan is included in gross income for Federal income tax purposes and is not deductible. This is in contrast to the treatment of pre-tax contributions to the 401(k) Plan where amounts contributed are not included in the participant's Federal gross income.

3.03. Exercise of Options

Participants recognize no income for Federal income tax purposes on the Exercise Date.

3.04. Disposition of Shares Issued under the Plan

Under ordinary circumstances (i.e. outside of the Plan), a taxpayer's sale of stock results in recognizing a long-term or short-term capital gain or capital loss equal to the difference between the proceeds from the sale of the stock and the taxpayer's tax basis in the stock. Whether the gain/loss is long-term or short-term depends on whether the stock has been held for more than one year: sale of stock held one year or less results in short-term gain or loss, and sale of stock held more than one year results in long-term gain or loss. A Participant's holding period for determining whether any capital gain or capital loss is taxed as long-term or short-term capital gain or capital loss begins on the Exercise Date.

When you sell Sprint Stock acquired under the Plan, ordinary income is recognized in most cases. The amount of ordinary income required to be recognized depends on whether the sale occurred before or after the end of the ESPP Holding Period as explained in the following paragraphs.

If you dispose of Sprint Stock other than by sale, the tax consequences (again, outside of the Plan) generally depend on how you disposed of the shares. For example, a gift of stock ordinarily results in no Federal taxable income to the donor. This is not true, however, with respect to Sprint Stock acquired under the Plan. A disposition other than by sale of Sprint Stock acquired under the Plan may also cause you to recognize ordinary income, even if the manner of disposition would otherwise not be a taxable event as in the case of a gift.

3.04.1. ESPP Holding Period

The tax treatment on a sale of Sprint Stock differs depending on whether the stock is held beyond the end of the ESPP Holding Period. The "ESPP Holding Period" begins on the Exercise Date and ends on the later of (1) the date two years after the Grant Date and (2) the date one year after the Exercise Date. For the 1st Quarter 2016 Offering, the ESPP Holding Period began on March 31, 2016 and ends on January 2, 2018.

3.04.2. Dispositions At or After the End of the ESPP Holding Period

(a) Sales

If you sell Sprint Stock acquired under the Plan at or after the end of the ESPP Holding Period, the gain on the sale will be treated as ordinary income to the extent of the lesser of:

(1) The excess of the sales proceeds over the amount paid for the shares (Purchase Price), and

(2) 15% of the fair market value of the stock on the Grant Date (10% for purchases from 4Q 2005 through 1Q 2009, 5% for purchases from 2Q2009 through 3Q2016).

If the gain on the sale of your stock is more than 15% of the fair market value of the stock on the Grant Date, the 15% discount (10% of fair market value for purchases from 4Q 2005 thru 1Q 2009, 5% for purchases from 2Q2009 through 3Q2016), is the amount reported as ordinary income. Any additional gain is capital gain. (See Example 1.)

If your sale of the stock results in a gain, but that gain is less than 15% of the fair market value of the stock on the Grant Date (10% for purchases from 4Q 2005 thru 1Q 2009, 5% for purchases from 2Q2009 through 3Q2016), your gain will be recognized as ordinary income. (See Example 2.)

If you sell your stock for less than the Exercise Price, no ordinary income will be recognized. The difference between the Exercise Price and the sales proceeds will be a capital loss. (See Example 3.)

Example 1: *You elect to have 8% of your compensation contributed to your ESPP Account for the 4Q 2016 Offering. On October 3, 2016, the Grant Date, the fair market value of Sprint Stock is $6.575 per share. On December 30, 2016, the Exercise Date, the fair market value of Sprint Stock is $7.00 per share and the option price reflecting the company discount price was $5.95 per share. On Exercise at December 30, 2016, you have $3,650.00 in your ESPP Account which is used to purchase 613 shares of Sprint Stock at $5.95 per share. The ESPP Holding Period ends on October 3, 2018. On October 9, 2018, you sell all 613 shares for the fair market value of $9.00 per share.*

1.	Proceeds from Sale (613 X $9.00)	$ 5,517.00
	Purchase Price	-$3,647.35
	Total gain on disposition	**$ 1,869.65**
2.	Fair market value on Grant Date (613 X $6.575)	$ 4,030.48
	Discount rate	15%
	Amount of discount at Grant Date	**$ 604.57**
3.	Amount of gain treated as ordinary income (Lesser of 1 and 2)	**$ 604.57**
4.	Amount of gain treated as capital gain (1 minus 3)	**$ 1,265.08**

Your gain from the sale was $1,869.65. Since you held the shares past the end of the ESPP Holding Period, $604.57 of the gain (lesser of 1. and 2. calculated above) is ordinary income reported on the Other Income line on page 1 of your Form 1040. The remainder of the gain, $1,265.08, is capital gain reported on Schedule D of your Form 1040.

Example 2: *Assume the same facts as Example 1 except that you sell your shares of Sprint Stock for $6.50 per share resulting in proceeds on sale of $3,984.50 ($6.50 times 613). Your gain from the sale is now $337.15 ($3,984.50 less $3,647.35). Since you held the shares past the end of the ESPP Holding Period, the entire gain is treated as ordinary income as it is less than the $604.57 discount at Grant Date computed in item 2 of the table above. The ordinary income is reported on the Other Income line on page 1 of your Form 1040.*

Example 3: *Assume the same facts as Example 1 except that you sell your shares of Sprint Stock for $5.50 per share. You have a loss of $275.85 ($3,371.50 less $3,647.35). Since you held the shares for the ESPP Holding Period, you recognize no ordinary income, and the loss is a capital loss that is reported on Schedule D of your Form 1040.*

(b) Other Dispositions

If you dispose of shares of Sprint Stock acquired under the Plan in any manner other than by sale, you recognize ordinary income on the date of disposition (the "Disposition Date") equal to the lesser of:

(1) The excess of the fair market value of the stock on the Disposition Date over the Exercise Price, and

(2) 15% of the fair market value of the stock on the Grant Date (10% for purchases from 4Q 2005 thru 1Q 2009, 5% for purchases from 2Q09 through 3Q16).

This rule applies to dispositions by gift, exchange, or upon death pursuant to the laws of descent and distribution. Income is recognized even though there may not be any proceeds out of which the tax liability may be paid.

Example 4: *You elect to have 8% of your compensation contributed to your ESPP Account. On October 3, 2016, the Grant Date, the fair market value of Sprint Stock was $6.575 per share. On December 30, 2016, the Exercise Date, the fair market value of Sprint Stock was $7.00 per share and the Exercise Price was $5.95 per share. On* *exercise at December 30, 2016, you have $1,533.00 in your ESPP Account which is used to purchase 257 shares of Sprint Stock at the discounted price of $5.95 per share. On May 20, 2017, when the fair market value of Sprint Stock is $7.00 per share, you give all 257 shares to your child as a graduation present.*

1. Market value on Disposition Date (257 X $7)	$	1,799.00
Purchase Price (257 X $5.95)	–	1,529.15
Imputed gain on disposition	**$**	**269.85**
2. Fair market value on Grant Date	$	1,689.78
Discount Rate		15%
Amount of discount at Grant Date	$	**253.47**
3. Lesser of 1 and 2	$	**253.47**

You disposed of the shares by gift but you are still required to recognize ordinary income in the amount of $253.47 to be reported on the Other Income line on page 1 of your Form 1040. This is true even though your gift generated no proceeds from which the resulting tax liability might be paid.

If you make a gift of the shares at a time when the market value is less than it was at the Grant Date, the ordinary income will be limited to the excess, if any, of the market value on the date of the gift over the Purchase Price. You recognize no capital gain or capital loss as a result of the gift.

3.04.3. Dispositions Before the End of the ESPP Holding Period

(a) Sales

Any sale of Sprint Stock acquired under the Plan before the end of the ESPP Holding Period is treated as a "disqualifying disposition". In this case, the amount treated as ordinary income is the difference between the fair market value on the Exercise Date and the Exercise Price. (See Section 3.05, Tax Reporting, below.)

If you sell your stock for more than the fair market value on the Exercise Date, the additional gain represented by the difference between the sales proceeds and the fair market value of the stock on the Exercise Date is a capital gain. (See Example 5.)

If you sell your stock and the proceeds are less than the fair market value on the Exercise Date, the ordinary income amount remains the same and the Participant recognizes a capital loss equal to the difference between the proceeds and the fair market value on the Exercise Date. (See Example 6.)

Example 5: *You elect to have 8% of your compensation contributed to your ESPP Account. On October 3, 2016, the Grant Date, the fair market value of the Sprint Stock was $6.575 per share and on December 30, 2016, the Exercise Date, the fair market value was $7.00 per share and the Exercise Price was $5.95 per share. You have $1,533.00 in your ESPP Account which is used to purchase 257 shares of Sprint Stock at $5.95 per share. You sell all 257 shares of Sprint Stock on August 31, 2017 for $7.50 per share.*

1. Proceeds from Sale (257 X $7.50)	$ 1,927.50
Purchase Price (257 X $5.95)	– 1,529.15
Total gain on disposition	$ **398.35**
2. Market value on the Exercise Date (257 X $7)	$ 1,799.00
Exercise Price (257 X $5.95)	– 1,529.15
Portion taxed as ordinary income (reported as wages on Form W-2)	$ **269.85**
3. Portion taxed as capital gain	$ **128.50**

Your gain from the sale is $398.35. Because you did not hold the shares for the ESPP Holding Period, you have a disqualifying disposition. As a result, $269.85 of your gain is treated as ordinary income as calculated above and reported as taxable wages on your Form W-2. The remainder of the gain, $128.50, is a capital gain that you will report on Schedule D of your Form 1040.

Example 6: *Assume the same facts as prior Example 5 except that you sell your shares of Sprint Stock for $3.00 per share.*

1. Proceeds from Sale (257 X $3.00)	$ 771.00
Purchase Price (257 X $5.95)	– 1,529.15
Loss from sale	$ **-758.15**
2. Market value on the Exercise Date	$ 1,799.00
Purchase Price	– 1,529.15
Portion taxed as ordinary income (reported as wages on Form W-2)	$ **269.85**
3. Portion taxed as capital loss	**$ 1,028.00**

You have a loss of $758.15. However, because you did not hold the shares for the ESPP Holding Period, you have a disqualifying disposition and ordinary income of $269.85 is included as taxable wages on your Form W-2. Since you will pay tax on this ordinary income, it increases your basis in the stock sold to $1,799.00 ($1,529.15 purchase price plus $269.85 ordinary income). As a result, you will report a capital loss of $1,028.00 on Schedule D of your Form 1040 (-$758.15 less $269.85).

(b) Other Dispositions

Any other disposition of shares of Sprint Stock acquired under the Plan that takes place before the end of the ESPP Holding Period is also a "disqualifying disposition" and triggers recognition of ordinary income, with a few exceptions. The following dispositions are not regarded as disqualifying dispositions:

(1) A transfer of the stock from sole ownership by the Participant to joint tenancy between the Participant and one other person. A transfer out of the joint tenancy before the end of the ESPP Holding Period is a disqualifying disposition to the extent not transferred back to the Participant.

(2) A transfer of title to the Participant's former spouse incident to a divorce. A further disposition by the former spouse before the end of the ESPP Holding Period would be a disqualifying disposition and would trigger recognition of ordinary income by the former spouse.

(3) Certain transfers incident to corporate reorganizations by Sprint.

(4) A transfer upon the Participant's death pursuant to the laws of descent and distribution. The death of the Participant would, however, trigger recognition of ordinary income on the final income tax return under the rule governing dispositions after the end of the ESPP Holding Period.

3.05. Tax Reporting

Sprint reports the ordinary income portion of any gain resulting from a Participant's disqualifying disposition to both the Internal Revenue Service and the Participant on Form W-2. Under current tax rules, Sprint is not required to withhold payroll taxes on the ordinary income reported.

The ordinary income portion of any gain resulting from a disposition of shares held beyond the ESPP Holding Period is not reported on Form W-2.

In the case of any disposition, disqualifying or otherwise, a Participant will generally recognize taxable income. As a result, a Participant may need to make estimated tax payments or adjust his current level of withholding by filing a revised Form W-4 in order to avoid penalties for underpayment of estimated income taxes.

3.06. Tax Consequences to Sprint

There will be no tax effect to Sprint when a Participant holds Sprint Stock acquired under the Plan beyond the end of the ESPP Holding Period. In the event of a disqualifying disposition, Sprint is entitled to a tax deduction to the extent that any gain to the employee is treated as ordinary income.

4. RESTRICTIONS OF RESALE OF STOCK

4.01. Restriction Imposed by Sprint's Securities Law Compliance Policy

Under Sprint's Securities Law Compliance Policy (which you can find on i-Connect, Sprint's intranet), you may not sell shares acquired under the Plan any time when you are aware of material, nonpublic information until one full trading day has elapsed after Sprint has publicly disclosed the information. Furthermore, certain employees designated by the Securities Law Compliance Officer are prohibited from selling shares during quarterly pre-earnings black-out periods that begin on the fifteenth day of the last month of each quarter and continue until one full trading day has elapsed after Sprint release of quarterly financial results for that quarter. If you have not been notified by the Securities Law Compliance Officer or his or her designee that you are subject to quarterly blackout periods, you can assume that you are not subject to this additional limitation.

The policy does not prohibit you from electing to participate in the Plan and thereby engaging in quarterly purchases even though your election to participate or the purchases may occur while you are aware of material, nonpublic information or while you are subject to a blackout period. Neither does the policy prohibit you from electing to cease participation in the Plan during periods when you may be in possession of material, nonpublic information or during blackout periods. It is only sales of shares of stock that might be prohibited by the policy as described above.

4.02. Resales by Affiliates

This Plan Information Statement may not be used by an affiliate for a re-offer or resale to the public of Sprint Stock acquired pursuant to the Plan. An affiliate may publicly re-offer or resell Sprint Stock acquired under the Plan pursuant to Rule 144 under the Securities Act of 1933 or another exemption from registration.

5. RULES APPLICABLE TO SECTION 16 OFFICERS

Certain individuals considered executive officers of Sprint under Section 16 of the Securities Exchange Act of 1934 ("Section 16 Officers") are subject to the reporting and liability provisions of Section 16. Section 16 has two major operative provisions: (1) Section 16(a) (the "reporting provisions") requires Section 16 Officers to file reports on Forms 4 and 5 with the Securities and Exchange Commission ("SEC") of transactions by them or members of their immediate family in Sprint's stock or "derivative securities"; and (2) Section 16(b) (the "liability provisions") makes Section 16 Officers civilly liable for any profits made from a purchase and sale or sale and purchase of Sprint Stock or derivative securities within a period of less than six months. Some transactions are exempt from the liability and reporting provisions of Section 16. This section describes the treatment of participation in the Plan under the rules of Section 16.

5.01. Contributions to ESPP Account

Neither the election by a Section 16 Officer to have a percentage of compensation withheld from pay to purchase Sprint Stock, nor the withholding from a Section 16 Officer's paycheck into the officer's ESPP Account, is treated as the acquisition of Sprint Stock for purposes of Section 16 and neither is reportable on Forms 4 or 5 nor subject to matching under the liability provisions of Section 16.

5.02. Termination of Participation

A termination of participation in an Offering by a Section 16 Officer is not treated as a disposition of Sprint Stock for purposes of Section 16 and is neither reportable on Forms 4 or 5, nor subject to matching under the liability provisions of Section 16.

5.03. Exercise of Options

Acquisitions of Sprint Stock by a Section 16 Officer pursuant to an exercise under the Plan are treated as exempt purchases of Sprint Stock. The acquisitions are neither reportable on Forms 4 or 5, nor subject to matching under the liability provisions of Section 16.

5.04. Disposition of Shares Issued under the Plan

A disposition of shares acquired under the Plan generally enjoys no independent exemption from the provisions of Section 16.

6. INFORMATION INCORPORATED BY REFERENCE

Sprint files annual, quarterly and special reports, proxy statements and other information with the SEC. You can inspect and copy the Registration Statements on Form S-8 of which this Plan Information Statement is a part, as well as reports, proxy statements and other information filed by Sprint, at the public reference room of the SEC at 100 F. Street, N.E., Washington, D.C. 20549, at prescribed rates. You can call the SEC at (800) 732-0330 for information regarding the operation of its public reference room. The SEC also maintains a site on the World Wide Web at http://www.sec.gov that contains reports, proxy statements and other information regarding registrants (like Sprint) that file electronically.

In addition, you can inspect reports, proxy statements and other information concerning Sprint at the offices of the New York Stock Exchange, 20 Broad Street, New York, NY 10005, on which exchange the Sprint Stock is listed. For further information on obtaining copies of Sprint's public filings at the New York Stock Exchange, you should call (212) 656-5060.

This Plan Information Statement describes the Plan. You should read it, together with the additional information that is incorporated by reference as described below. This Plan Information Statement is part of a prospectus that relates to Registration Statements that we have filed with the SEC. To see more detail, you should read the exhibits filed with our Registration Statements.

The documents incorporated by reference in the registration statement pursuant to which the securities covered hereby are registered are hereby incorporated in this prospectus by reference. All documents subsequently filed by Sprint pursuant to Section 13(a), 13(c) or 15(d) of the Exchange Act will be deemed to be incorporated by reference in this prospectus and to be a part hereof from the date of the filing of such documents. These documents generally include Sprint's annual, quarterly, and current financial and other reports filed with the SEC. These documents are available free of charge at www.sprint.com/investors.

If you request such information in writing or by telephone, we will provide to you, at no cost, a copy of any or all of the information incorporated by reference in the Registration Statements of which this Plan Information Statement is a part. Requests should be addressed to: Sprint Corporation, 6200 Sprint Parkway, Overland Park, KS 66251, Attention: Investor Relations or by calling (913) 794-1091.