

METROPCS INC
 Form 424B5
 November 08, 2010
Table of Contents

Calculation of Registration Fee

Title of Each Class of	Amount to be	Maximum	Maximum	Amount of
		Aggregate	Aggregate	Registration
Securities to be Registered	Registered	Offering Price	Offering Price	Fee(1)
6 ⁵ / ₈ % Senior Notes due 2020	\$1,000,000,000	per Unit	\$1,000,000,000	\$71,300
Guarantees of 6 ⁵ / ₈ % Senior Notes due 2020(2)		100.0%		

- (1) Calculated in accordance with Rule 457(r) of the Securities Act of 1933, as amended.
 (2) Pursuant to Rule 457(n) of the Securities Act, no separate registration fee is payable with respect to any such guarantees.

Table of Contents

**Filed Pursuant to Rule 424(b)(5)
Registration No. 333-169237**

Prospectus supplement

To prospectus dated September 7, 2010

MetroPCS Wireless, Inc.

\$1,000,000,000

6⁵/8% Senior Notes due 2020

Issue price: 100.0%

Interest Payable May 15 and November 15.

The notes will mature on November 15, 2020. Interest on the notes will accrue from November 17, 2010, and the first interest payment on the notes will be due on May 15, 2011.

We may redeem all or part of the notes on or after November 15, 2015, at the applicable redemption prices described in this prospectus supplement and prior to such date at a make-whole redemption price. The redemption provisions are more fully described in this prospectus supplement under Description of notes Optional redemption. In addition, prior to November 15, 2013, we may, at our option, redeem up to 35% of the notes with the proceeds of certain equity offerings at the redemption price set forth in this prospectus supplement under Description of notes Optional redemption. In certain circumstances, if we undergo a change of control or sell assets, we will be required to offer to purchase the notes. See Description of notes Repurchase at the option of holders.

Our obligations under the notes will be jointly and severally and fully guaranteed by MetroPCS Communications, Inc., a Delaware corporation, MetroPCS, Inc., a Delaware corporation, and all of our current and future direct and indirect domestic restricted subsidiaries, or guarantors. Royal Street Communications, LLC and its subsidiaries currently are not domestic restricted subsidiaries under the indenture governing the notes. The notes will not be guaranteed by Royal Street Communications, LLC or its subsidiaries or any other subsidiaries of MetroPCS Communications, Inc. (other than MetroPCS, Inc. and our current and future direct and indirect domestic restricted subsidiaries) which are consolidated in MetroPCS Communications, Inc.'s financial statements.

The notes and the guarantees will rank equally in right of payment with all of our and the guarantors' existing and future senior unsecured indebtedness and other liabilities, and senior to all of our and the guarantors' existing and future senior subordinated and subordinated indebtedness. The notes and the guarantees will be effectively subordinated to all of our and the guarantors' existing and future secured indebtedness to the extent of the collateral securing such indebtedness. The notes will be structurally subordinated to all existing and future liabilities, including trade payables, of our and the guarantors' subsidiaries that do not issue guarantees of the notes.

Investing in the notes involves risks. See Risk factors beginning on page S-16 of this prospectus supplement and page 5 of the accompanying prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense. This prospectus supplement is not an offer to sell, or a solicitation of an offer to buy, the notes in any jurisdiction where the offer or sale is prohibited or not permitted.

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	Public offering price(1)	Underwriting discount	Proceeds, before expenses, to MetroPCS(1)
Per note	100.0%	1.0%	99.0%
Total	\$1,000,000,000	\$10,000,000	\$990,000,000

(1) Plus accrued interest, if any, from November 17, 2010, if settlement occurs after that date.

The notes will not be listed on any securities exchange. Currently, there is no public market for the notes. Delivery of the notes, in book-entry form, will be made on or about November 17, 2010, through The Depository Trust Company.

Sole Book-Running Manager

J.P. Morgan

November 5, 2010.

Table of Contents

You should rely only on the information contained or incorporated by reference in this prospectus supplement, the accompanying prospectus and any related free writing prospectus prepared by or on behalf of us. We have not, and the underwriter has not, authorized any other person to provide you with additional or different information. If anyone provides you with additional, different or inconsistent information, you should not and may not rely on it. We are not, and the underwriter is not, making any offer to sell these securities in any jurisdiction where the offer to sell is prohibited or not permitted. You should assume that the information appearing in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein, is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed since those dates.

Table of contents**Prospectus supplement**

<u>About this prospectus supplement</u>	S-ii
<u>Incorporation of documents by reference</u>	S-ii
<u>Forward-looking statements</u>	S-iv
<u>Summary</u>	S-1
<u>The offering</u>	S-6
<u>Summary historical consolidated financial data</u>	S-10
<u>Risk factors</u>	S-16
<u>Use of proceeds</u>	S-23
<u>Capitalization</u>	S-24
<u>Description of existing indebtedness</u>	S-25
<u>Description of notes</u>	S-28
<u>Certain United States federal income and estate tax considerations</u>	S-88
<u>Underwriting</u>	S-93
<u>Legal matters</u>	S-96
<u>Experts</u>	S-96
<u>Where you can find more information</u>	S-96

Prospectus

<u>About this prospectus</u>	1
<u>Special note regarding forward-looking statements</u>	2
<u>Business</u>	4
<u>Risk factors</u>	5
<u>Where you can find more information</u>	5
<u>Incorporation of documents by reference</u>	6
<u>Ratio of earnings to fixed charges (unaudited)</u>	7

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<u>Use of proceeds</u>	8
<u>Description of debt securities and guarantees of debt securities</u>	9
<u>Description of capital stock of MetroPCS Communications</u>	10
<u>Selling security holders</u>	16
<u>Plan of distribution</u>	16
<u>Legal matters</u>	16
<u>Experts</u>	16

We expect that delivery of the notes will be made to investors in book-entry form only through The Depository Trust Company, or DTC, on or about November 17, 2010. Under Rule 15c6-1 of the Securities Exchange Act of 1934, as amended, or the Exchange Act, trades in the secondary market generally are required to settle in three business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes prior to November 17, 2010 will be required, by virtue of the fact that the notes initially will settle on November 17, 2010, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of notes who wish to trade notes prior to November 17, 2010 should consult their own advisors.

S-i

Table of Contents

About this prospectus supplement

This document is in two parts. The first part is this prospectus supplement, which describes the specific terms of this offering and also adds to, and updates information contained in, the accompanying prospectus and documents incorporated by reference herein. The second part, the accompanying prospectus, gives more general information, some of which may not apply to this offering. You should read the entire prospectus supplement, as well as the accompanying prospectus and the documents incorporated by reference herein and therein that are described under "Where you can find more information." To the extent there is a conflict between the information contained in this prospectus supplement and the accompanying prospectus or any document incorporated by reference herein or therein, you should rely only on the information contained in this prospectus supplement. This prospectus supplement incorporates by reference important business and financial information that is not included in or delivered with this prospectus supplement.

You should not consider any information contained in or incorporated by reference into this prospectus supplement or the accompanying prospectus to be legal, business or tax advice. You should consult your own attorney, business advisor and tax advisor for legal, business and tax advice regarding an investment in our securities.

Before making your investment decision, you should read and carefully consider all of the information contained in this prospectus supplement, the accompanying prospectus and any information incorporated by reference herein and therein.

In this prospectus supplement, unless the context indicates otherwise, references to MetroPCS, our company, the Company, MetroPCS Wireless, we, our, ours and us refer to MetroPCS Wireless, Inc. and our direct and indirect domestic restricted subsidiaries. Our ultimate corporate parent is MetroPCS Communications, Inc., a Delaware corporation, which we refer to in this prospectus supplement as MetroPCS Communications. All of our capital stock is owned by MetroPCS, Inc., a Delaware corporation, which is a direct wholly-owned subsidiary of MetroPCS Communications. MetroPCS Communications and MetroPCS, Inc. have no operations separate from their investments in us. Accordingly, unless otherwise noted, all of the financial information in this prospectus supplement is presented on a consolidated basis of MetroPCS Communications.

Incorporation of documents by reference

We have filed a registration statement on Form S-3 (File No. 333-169237) with the U.S. Securities and Exchange Commission, or the SEC, to register the securities offered by this prospectus supplement. As permitted by SEC rules, this prospectus supplement and the accompanying prospectus do not contain all of the information we have included in the registration statement and the accompanying exhibits and schedules we file with the SEC. You may refer to the registration statement, exhibits and schedules for more information about us and the securities. The registration statement, exhibits and schedules are available at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549 or through its website at www.sec.gov.

The SEC allows us to incorporate by reference the information we have filed with it, which means that we can disclose important information to you by referring you to those documents. The information we incorporate by reference is an important part of this prospectus supplement

Table of Contents

or the accompanying prospectus and should be read in conjunction with this prospectus supplement and the accompanying prospectus.

We hereby incorporate by reference into this prospectus supplement the information contained in the following documents:

Annual Report on Form 10-K for the fiscal year ended December 31, 2009 of MetroPCS Communications, filed with the SEC on March 1, 2010 (including the portions of the proxy statement for the MetroPCS Communications 2010 Annual Meeting of Stockholders incorporated by reference therein);

Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2010, June 30, 2010 and September 30, 2010 of MetroPCS Communications, filed with the SEC on May 10, 2010, August 9, 2010 and November 5, 2010, respectively; and

Current Reports on Form 8-K of MetroPCS Communications, filed with the SEC on January 12, 2010, March 8, 2010, April 5, 2010, April 27, 2010, May 10, 2010, June 3, 2010, July 22, 2010, September 10, 2010 and September 21, 2010.

We also incorporate by reference any future filings made by MetroPCS Communications with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, from the date of this prospectus supplement until the termination of this offering. We are not, however, incorporating by reference any documents or portions thereof, whether specifically listed above or filed in the future, that are not deemed filed with the SEC.

Information that MetroPCS Communications files with the SEC after the date of this prospectus supplement and that is incorporated by reference into this prospectus supplement and the accompanying prospectus will automatically update and supersede information contained in this prospectus supplement and the accompanying prospectus. You will be deemed to have notice of all information incorporated by reference into this prospectus supplement and the accompanying prospectus as if that information were included in this prospectus supplement and the accompanying prospectus.

Table of Contents

Forward-looking statements

This prospectus supplement, the accompanying prospectus and the documents we incorporate by reference herein, contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Exchange Act. Any statements made in or incorporated by reference into this prospectus supplement that are not statements of historical fact, including statements about our beliefs, opinions and expectations, are forward-looking statements. Forward-looking statements include statements regarding the benefits of our technology, our positioning in the market, our competitive strengths, information concerning possible or assumed future results of operations, including descriptions of our business plans and strategies. These statements often include words such as anticipate, expect, suggests, plan, believe, intend, estimates, targets, projects, should, could, would, may, will, continue, for expressions. These forward-looking statements are contained in, or incorporated by reference throughout, this prospectus supplement, including under Summary and Risk factors.

All forward-looking statements in this prospectus supplement are made as of the date hereof, and you should not place undue reliance on these statements without also considering the risks and uncertainties associated with these statements and our business that are discussed in this prospectus supplement, the accompanying prospectus and the documents we incorporate by reference herein. We base these forward-looking statements on our current expectations, plans, beliefs, opinions and assumptions that we have made in light of our experience in the industry, as well as our perceptions of historical trends, current conditions, expected future developments and other factors we believe are appropriate under the circumstances and at such time. As you read and consider this prospectus supplement, you should understand that these forward-looking statements are not guarantees of future performance or results, and no assurances can be given that such statements will be obtained. The forward-looking statements are subject to and involve risks, uncertainties and assumptions and you should not place undue reliance on these forward-looking statements. Although we believe that these forward-looking statements are based on reasonable assumptions at the time they are made, you should be aware that many of these factors are beyond our control and that many factors could affect our actual financial results, performance or results of operations and could cause actual results to differ materially from those expressed in the forward-looking statements. Factors that may materially affect such forward-looking statements include, but are not limited to:

the success of this offering;

the highly competitive nature of our industry;

our ability to maintain our cost structure;

our and our competitors' current and planned promotions, marketing and sales initiatives and our ability to respond and support them;

our ability to negotiate and maintain acceptable roaming arrangements;

the seasonality of our business and any failure to have strong customer growth in the first and fourth quarters;

increases or changes in taxes and regulatory fees;

the current economic environment in the United States and the state of the capital markets in the United States;

Table of Contents

our exposure to counterparty risk in our financial agreements;

our ability to meet the demands and expectations of our customers, to maintain adequate customer care and manage our churn rate;

our ability to achieve planned growth and churn rates;

our ability to manage our growth, train additional personnel and maintain our financial and disclosure controls and procedures;

our ability to secure the necessary products, services, applications, content, and network infrastructure equipment;

the rapid technological changes in our industry and the ability of our suppliers to develop and provide us with technological developments we need to remain competitive;

our ability to secure spectrum or secure it at acceptable prices or terms when we need it;

our ability to respond to technology changes, and to maintain and upgrade our networks and business systems;

our deployment of new technologies such as long term evolution, or LTE, in our networks and its success and our ability to offer new services using such new technology;

our ability to adequately enforce or protect our intellectual property rights and defend against suits filed by others;

governmental regulation affecting our services and the costs of compliance and our failure to comply with such regulations;

our capital structure, including our indebtedness amounts and the limitations imposed by the covenants in our indebtedness;

changes in consumer preferences or demand for our products;

our inability to attract and retain key members of management;

our reliance on third parties to provide distribution, products, software and services that are integral to our business;

the performance of our suppliers and other third parties on whom we rely; and

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other factors described or referenced under Risk factors.

For additional information with respect to these factors, see Where you can find more information. These forward-looking statements speak only as to the date made and are subject to and involve risks, uncertainties and assumptions, many of which are beyond our control or ability to predict, and you should not place undue reliance on these forward-looking statements. All future written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by our cautionary statements. We do not intend to, and do not undertake a duty to, update any forward-looking statement in the future to reflect the occurrence of events or circumstances, except as required by law. The financial and operational results described herein may not be reflective of results for any other period.

S-v

Table of Contents

Summary

This summary contains basic information about us and the offering. It does not contain all of the information that you should consider before investing in the notes. You should carefully read this prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein and therein for a more complete understanding of our business. Additionally, you should read the Risk factors section beginning on page S-16 of this prospectus supplement and in the documents incorporated by reference in this prospectus supplement and the accompanying prospectus before making an investment decision.

General

We are the fifth largest facilities-based wireless telecommunications provider in the United States measured by the number of subscribers served. We offer wireless broadband mobile services under the MetroPCS® brand in selected major metropolitan areas in the United States over our own licensed networks or networks of entities in which we hold a substantial non-controlling ownership interest. We provide a variety of wireless communications services to our subscribers on a no long-term contract, paid-in-advance, flat-rate, unlimited usage basis, inclusive of applicable taxes and regulatory fees. As of September 30, 2010, we had approximately 7.9 million subscribers.

We currently provide our wireless broadband mobile services primarily in selected major metropolitan areas in the United States, including the Atlanta, Boston, Dallas/Ft. Worth, Detroit, Las Vegas, Los Angeles, Miami, New York, Orlando/Jacksonville, Philadelphia, Sacramento, San Francisco, and Tampa/Sarasota metropolitan areas. As of September 30, 2010, we hold, or have access to, wireless spectrum covering a total population of approximately 146 million people in many of the largest metropolitan areas in the United States. In addition, we have roaming agreements with other wireless carriers, which allows us to offer our customers service in certain areas when they are outside our service area. These roaming agreements, together with our service area, provide coverage to over 280 million in total population. Starting in November 2010, we now offer this nationwide service under the Metro USA® brand. In 2009, we launched several new metropolitan areas, including the New York and Boston metropolitan areas, and also expanded coverage in other existing metropolitan areas. We provide our services using code division multiple access, or CDMA, networks using 1xRTT technology and, in selected markets, long term evolution, or LTE, technology. We introduced the first commercial 4G LTE service in the United States in our Las Vegas and Dallas/Fort Worth metropolitan areas in September 2010, in our Detroit metropolitan area in October 2010 and in our Los Angeles and Philadelphia metropolitan areas in November 2010.

We provide service in Los Angeles, California and certain portions of Northern Florida, including Orlando, through a wholesale arrangement with Royal Street Communications, LLC, or Royal Street Communications, a company in which we hold an 85% non-controlling interest. Under that certain Amended and Restated Limited Liability Company Agreement of Royal Street Communications, LLC, as amended, or the Royal Street LLC Agreement, C9 Wireless, or C9, the controlling member of Royal Street Communications, has the right to put its member interest in Royal Street Communications to us for a return of capital plus a fixed return, or the put. On April 26, 2010, we received a written notice from C9 that it was exercising its put pursuant to the

Table of Contents

Royal Street LLC Agreement with the closing to occur on or after December 22, 2010. The put is subject to customary closing conditions, including consent of the Federal Communications Commission, or FCC, which was granted on October 8, 2010, but has not yet become final.

Competitive strengths

We believe our business model has the following competitive strengths that distinguish us from our principal wireless competitors:

Our fixed price unlimited service plans

We currently offer our services on a no long-term contract, paid-in-advance, flat-rate, unlimited usage basis. Starting in January 2010, we began offering our services on a flat-rate basis that includes all applicable taxes and regulatory fees. We believe we offer a compelling value proposition to our customers through our service offerings that provide unlimited usage from within our service area for a low fixed price. Our average per minute cost to our customers for our service plans is significantly lower than the average per minute cost of other traditional wireless broadband mobile carriers. We believe our low average cost per minute has positioned, and will continue to position, us very well for the growing trend of wireline displacement.

Our densely populated markets

The aggregate population density of the metropolitan areas we currently serve is substantially higher than the national average. We believe the high relative population density of the metropolitan areas we serve results in increased efficiencies in network deployment, operations and product distribution.

Our cost leadership position

We believe we have one of the lowest costs of any of the providers of wireless broadband mobile services in the United States, which allows us to offer our services on a flat-rate unlimited basis at affordable prices while maintaining cash profits per subscriber as a percentage of revenue per subscriber that we believe are among the highest in the wireless broadband mobile services industry. We currently are the fifth largest facilities-based mobile wireless broadband mobile services provider in the United States measured by number of subscribers served, and we have, and we believe we will continue to enjoy, economies of scale as we grow the number of our subscribers.

Our spectrum portfolio

As of September 30, 2010, we hold or have access to wireless spectrum covering a population of approximately 146 million people in many of the largest metropolitan areas in the United States.

Our advanced network

We utilize a CDMA network that is designed to provide the capacity necessary to satisfy the usage requirements of our customers and are in the process of upgrading our network in certain

Table of Contents

metropolitan areas to LTE. We believe CDMA technology provides, and LTE will provide, us with substantially more voice and data capacity per MHz of spectrum than other commonly deployed wireless broadband mobile technologies.

Business strategy

We believe the following components of our business strategy provide a foundation for our continued growth:

Target underserved customer segments in our markets

We target a mass market that we believe has historically been largely underserved by traditional wireless broadband mobile carriers. Our recent customer surveys indicate that over 60% of our customers use our service as their primary phone service and that over 64% of our customers no longer have traditional landline phone service, which we believe is evidence that our services are gaining acceptance as a substitute for landline service.

Offer predictable, affordable and flexible service plans

We plan to continue to focus on increasing the value provided to our subscribers by offering predictable, affordable and flexible service plans. In January 2010, we introduced a new family of service plans that include all applicable taxes and regulatory fees for a flat rate. We plan to continue to focus on increasing the value provided to our subscribers.

Remain one of the lowest cost wireless service providers in the United States

We plan to continue to focus on controlling our costs to allow us to remain one of the lowest cost providers of wireless broadband mobile services in the United States.

Expand our markets

We plan to continue to focus on expanding the metropolitan areas we currently serve, which may require us to acquire or gain access to additional spectrum or enter into new roaming arrangements with other wireless carriers beyond those that allow our subscribers to receive our service in areas covering over 280 million in total population. We also may in the future pursue means, other than purchasing spectrum, to expand into new metropolitan areas.

Continue to invest in our network

We continue to make significant capital improvements to our network to be able to offer our subscribers competitive and technologically advanced services, including enhanced data services, location based services and digital technology as they become increasingly available. We introduced the first commercial 4G LTE service in the United States in our Las Vegas and Dallas/Fort Worth metropolitan areas in September 2010, in our Detroit metropolitan area in October 2010 and in our Los Angeles and Philadelphia metropolitan areas in November 2010.

Table of Contents

Offer nationwide voice, text and web services

Beginning in January 2010, all of the service plans we offer to new subscribers offer nationwide voice, text and web services for a flat rate inclusive of applicable taxes and regulatory fees on an unlimited usage basis. In order to do so, we have entered, and plan to enter in the future, into roaming agreements with other wireless broadband mobile service providers beyond those that allow our subscribers to receive our service in areas covering over 280 million in total population which allow our subscribers to receive services when they are outside the areas we serve with our own network.

Existing 9¹/₄% senior notes due 2014

On November 3, 2006, we consummated the sale of \$1.0 billion principal amount of our 9¹/₄% senior notes due 2014, or 9¹/₄% senior notes. On June 6, 2007, we consummated the sale of an additional \$400.0 million principal amount of additional 9¹/₄% senior notes due 2014, or additional 9¹/₄% senior notes, under the indenture governing our 9¹/₄% senior notes. On January 20, 2009, we completed the sale of an additional \$550.0 million principal amount of 9¹/₄% senior notes due 2014, or new 9¹/₄% senior notes, under a new indenture substantially similar to the indenture governing our 9¹/₄% senior notes and additional 9¹/₄% senior notes. We collectively refer to the 9¹/₄% senior notes and additional 9¹/₄% senior notes as our initial 9¹/₄% senior notes and, together with our new 9¹/₄% senior notes, the existing 9¹/₄% senior notes.

In connection with the offer for sale of \$1.0 billion principal amount of our 7⁷/₈% senior notes due 2018, or 7⁷/₈% senior notes, on September 7, 2010, we commenced a cash tender offer for up to \$1.0 billion of the \$1.4 billion outstanding principal amount of our initial 9¹/₄% senior notes for 104.625% of the principal amount thereof, plus accrued and unpaid interest to, but not including, the purchase date, or the tender offer. On September 21, 2010 and October 6, 2010, we purchased an aggregate of approximately \$313.1 million in principal amount of our initial 9¹/₄% senior notes in the tender offer. On November 1, 2010, we redeemed an additional approximately \$686.9 million in principal amount of our initial 9¹/₄% senior notes at a redemption price of 104.625% of the principal amount thereof, plus accrued and unpaid interest to, but not including, the redemption date, or the initial redemption.

Existing 7⁷/₈% senior notes due 2018

On September 21, 2010, we consummated the sale of \$1.0 billion principal amount of our 7⁷/₈% senior notes. Net proceeds from the sale were approximately \$974.9 million, and were used, together with cash on hand, to fund the tender offer and the redemption of \$1.0 billion of our initial 9¹/₄% senior notes. We collectively refer to the 7⁷/₈% senior notes and the existing 9¹/₄% senior notes as the existing senior notes.

Recent developments

Amendment to credit facility

On July 16, 2010, we entered into an Amendment and Restatement and Resignation and Appointment Agreement, or the Amendment, which amends and restates our senior secured credit facility. The Amendment amends the senior secured credit facility to, among other things,

Table of Contents

extend the maturity of \$1.0 billion of existing term loans under the senior secured credit facility to November 2016 and to increase the interest rate to LIBOR plus 3.50% on the extended portion only. The remaining \$536.0 million of term loans will mature in 2013 and the interest rate continues to be LIBOR plus 2.25%. See Description of existing indebtedness our senior secured credit facility for additional information.

The redemption

We intend to use a portion of the net proceeds from this offering to redeem all of the \$950.0 million outstanding aggregate principal amount of existing 9 1/4% senior notes at a price of 104.625% of the principal amount thereof, plus any accrued and unpaid interest to, but not including, the redemption date.

Corporate information

MetroPCS Wireless is a Delaware corporation and a wholly-owned indirect subsidiary of MetroPCS Communications, a Delaware corporation that is publicly held and listed on The New York Stock Exchange under the symbol PCS. Our corporate headquarters are located at 2250 Lakeside Blvd., Richardson, Texas 75082, and our telephone number is (214) 570-5800.

Table of Contents

The offering

The following summary contains basic information about the notes, is not intended to be complete and is qualified in its entirety by reference to, and should be read in conjunction with, the information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus. For a more complete description of the notes, please refer to the section of this document entitled "Description of notes." For purposes of this section of the summary and the description of the notes included in this prospectus supplement, references to MetroPCS, issuer, we, us and our refer only to MetroPCS Wireless, Inc., a Delaware corporation, and do not include its subsidiaries.

Issuer	MetroPCS Wireless, Inc.
Securities	\$1,000,000,000 aggregate principal amount of 6 ⁵ / ₈ % senior notes due 2020.
Maturity	November 15, 2020.
Interest payment dates	May 15 and November 15 of each year, beginning on May 15, 2011. Interest will accrue from November 17, 2010.
Optional redemption	<p>We may, at our option, redeem some or all the notes at any time on or after November 15, 2015 at the fixed redemption prices described in the section "Description of notes" Optional redemption, plus accrued and unpaid interest, if any, to, but not including, the date we redeem the notes.</p> <p>Prior to such date, we may, at our option, redeem some or all of the notes at a make-whole price, plus accrued and unpaid interest, to, but not including, the date we redeem the notes.</p> <p>In addition, prior to November 15, 2013, we may, at our option, redeem up to 35% of the aggregate principal amount of the notes with the net cash proceeds of certain sales of equity securities or certain contributions to our equity at the redemption price described in the section "Description of notes" Optional redemption, plus accrued and unpaid interest, if any, to, but not including, the date we redeem the notes.</p>
Ranking	<p>The notes will be our general unsecured, senior obligations. Accordingly, they will rank:</p> <p style="padding-left: 40px;">senior in right of payment to all of our existing and future subordinated indebtedness to the extent that such indebtedness provides by its terms that it is subordinated to the notes;</p> <p style="padding-left: 40px;"><i>pari passu</i> in right of payment with any of our existing and future unsecured indebtedness and other liabilities that is not by its terms subordinated to the notes, including, without limitation, the existing senior notes;</p>

Table of Contents

effectively junior to our existing and future secured indebtedness, including indebtedness under our senior secured credit facility, to the extent of the value of our assets constituting collateral securing that indebtedness; and

structurally subordinate to any existing and future indebtedness and other liabilities (other than indebtedness and liabilities owed to us) of our non-guarantor subsidiaries.

Assuming we had completed the offering of the notes, applied the proceeds to the redemption of all of the \$950.0 million outstanding aggregate principal amount of existing 9 1/4% senior notes and redeemed an additional approximately \$686.9 million in principal amount of our initial 9 1/4% senior notes on September 30, 2010, we would have had approximately \$3.7 billion of senior indebtedness outstanding, approximately \$1.7 billion of which would have been secured. The notes will be effectively subordinated to this secured debt. We intend to use a portion of the net proceeds from this offering to redeem all of the \$950.0 million outstanding aggregate principal amount of existing 9 1/4% senior notes.

Note guarantees

Our obligations under the notes will be jointly and severally and fully guaranteed by MetroPCS Communications, MetroPCS, Inc. and all of our current and future direct and indirect domestic restricted subsidiaries. Royal Street Communications and its subsidiaries, or Royal Street, currently are not domestic restricted subsidiaries under the indenture governing the notes. The notes will not be guaranteed by Royal Street, MetroPCS Finance, Inc. or any other subsidiaries of MetroPCS Communications (other than MetroPCS, Inc. and our current and future direct and indirect domestic restricted subsidiaries) which are consolidated in MetroPCS Communications, Inc.'s financial statements. See Description of notes The note guarantees. Each guarantee of the notes will be a general unsecured obligation of that guarantor and will rank:

senior in right of payment to all existing and future subordinated indebtedness of that guarantor to the extent that such indebtedness provides by its terms that it is subordinated to the notes;

pari passu in right of payment with any existing and future unsecured indebtedness of that guarantor that is not by its terms subordinated to the notes, including, without limitation, the existing senior notes; and

effectively junior to that guarantor's existing and future secured indebtedness, including its guarantee of indebtedness under our senior secured credit facility, to the extent of the value of the assets of such guarantor constituting collateral securing that indebtedness.

Table of Contents

The guarantee of the notes by MetroPCS Communications, or Parent, will be a general senior unsecured obligation of Parent, will be *pari passu* in right of payment with all existing and future senior indebtedness of Parent, will be senior in right of payment to any future subordinated indebtedness of Parent and will be effectively subordinated to any existing or future secured indebtedness of Parent and structurally subordinated to any indebtedness and other obligations and liabilities of any non-guarantor subsidiary of Parent. As of September 30, 2010, Parent's subsidiaries that do not guarantee the notes and Royal Street collectively had outstanding approximately \$59.1 million in aggregate principal amount of indebtedness (excluding indebtedness owed to us and our subsidiaries).

Certain covenants

The indenture governing the notes contains covenants that, among other things, limit our ability and the ability of our restricted subsidiaries to:

incur more debt;

pay dividends and make distributions;

make certain investments;

repurchase stock;

create liens or other encumbrances;

enter into transactions with affiliates;

enter into agreements that restrict dividends or distributions from subsidiaries; and

merge, consolidate or sell, or otherwise dispose of, substantially all of our assets.

These covenants are subject to a number of important limitations and exceptions that are described later in this prospectus supplement under the caption "Description of notes - Certain covenants."

Asset sale proceeds

If we or our restricted subsidiaries engage in certain types of asset sales, we generally must use the net cash proceeds from such sale to either make investments in our business (through capital expenditures, acquisitions or otherwise) or permanently repay senior debt within a certain period of time after such sale, otherwise we must make an offer to purchase a principal amount of the notes and other *pari passu* indebtedness equal to the excess net cash proceeds. The purchase price of the notes will be 100% of their principal amount, plus accrued and unpaid interest, to, but not including, the date of the purchase.

Table of Contents

Change of control offer

If we experience specific kinds of changes of control and, as a result of such change of control, we experience a ratings downgrade during a specified period of time after the change of control, we must offer to repurchase the notes at a price in cash equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to, but not including, the date of purchase.

Use of proceeds

We estimate that our net proceeds from this offering, after deducting underwriting discounts and commissions and estimated offering expenses, will be approximately \$989.0 million. We intend to use the net proceeds from this offering to redeem all of the \$950.0 million outstanding aggregate principal amount of existing 9 1/4% senior notes at a price of 104.625% of the principal amount thereof, plus any accrued and unpaid interest to, but not including, the redemption date, and for general corporate purposes.

Summary Recent developments The redemption and Use of proceeds.

Form

The notes will be represented by registered global securities registered in the name of Cede & Co., the nominee of the depository, The Depository Trust Company, or DTC. Beneficial interests in the notes will be shown on, and transfers will be effected through, records maintained by DTC and its participants.

Risk factors

You should consider carefully all of the information set forth in this prospectus supplement and, in particular, you should carefully evaluate the specific factors under Risk factors beginning on page S-16 of this prospectus supplement, including those risk factors incorporated by reference herein.

Table of Contents**Summary historical consolidated financial data**

The following tables set forth selected consolidated financial and other data for MetroPCS Communications and its consolidated subsidiaries for the years ended December 31, 2007, 2008 and 2009 and for the nine months ended September 30, 2009 and 2010. We derived our summary historical financial data for the years ended December 31, 2007, 2008 and 2009 from the consolidated financial statements of MetroPCS Communications appearing in MetroPCS Communications Annual Report on Form 10-K for the year ended December 31, 2009, which are incorporated by reference into this prospectus supplement. We derived our summary historical financial data as of September 30, 2010 and for the nine months ended September 30, 2009 and 2010 from the unaudited consolidated financial statements of MetroPCS Communications appearing in MetroPCS Communications Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2010, which are incorporated by reference into this prospectus supplement. You should read the following summary historical financial and operating data in conjunction with our historical financial statements and related notes and Management's Discussion and Analysis of Financial Condition and Results of Operations in MetroPCS Communications Annual Report on Form 10-K for the year ended December 31, 2009 and Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, June 30, and September 30, 2010, each of which is incorporated by reference into this prospectus supplement. The summary historical financial and operating data presented in this prospectus supplement may not be indicative of future performance. Interim results are not necessarily indicative of the results to be expected for the entire fiscal year.

(In thousands, except share and per share data)	2007	2008	Year ended December 31, 2009	Nine months ended September 30, 2009	2010
Statement of Operations Data:					
Revenues:					
Service revenues	\$ 1,919,197	\$ 2,437,250	\$ 3,130,385	\$ 2,305,888	\$ 2,717,671
Equipment revenues	316,537	314,266	350,130	244,646	286,156
Total revenues	2,235,734	2,751,516	3,480,515	2,550,534	3,003,827
Operating expenses:					
Cost of service (excluding depreciation and amortization disclosed separately below)	647,510	857,295	1,120,052	812,596	906,508
Cost of equipment	597,233	704,648	884,272	651,511	805,357
Selling, general and administrative expenses (excluding depreciation and amortization disclosed separately below)	352,020	447,582	567,730	417,191	465,940
Depreciation and amortization	178,202	255,319	377,856	272,097	330,906
Loss (gain) on disposal of assets	655	18,905	(4,683)	(8,328)	(16,461)
Total operating expenses	1,775,620	2,283,749	2,945,227	2,145,067	2,492,250
Income from operations	460,114	467,767	535,288	405,467	511,577
Other expense (income):					
Interest expense	201,746	179,398	270,285	199,358	198,710
Interest income	(63,937)	(22,947)	(2,870)	(2,120)	(1,353)
Other expense (income), net	1,004	1,035	1,808	1,407	1,396
Loss on extinguishment of debt					15,590
Impairment loss on investment securities	97,800	30,857	2,386	1,827	
Total other expense	236,613	188,343	271,609	200,472	214,343
Income before provision for income taxes	223,501	279,424	263,679	204,995	297,234
Provision for income taxes	(123,098)	(129,986)	(86,835)	(61,276)	(117,370)
Net income	100,403	149,438	176,844	143,719	179,864
Accrued dividends on Series D Preferred Stock	(6,499)				
Accrued dividends on Series E Preferred Stock	(929)				
Accretion on Series D Preferred Stock	(148)				

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Accretion on Series E Preferred Stock

(106)

Net income applicable to Common Stock	\$ 92,721	\$ 149,438	\$ 176,844	\$ 143,719	\$ 179,864
Basic net income per common share(1):					
Basic	\$ 0.29	\$ 0.43	\$ 0.50	\$ 0.41	\$ 0.51
Diluted	\$ 0.28	\$ 0.42	\$ 0.49	\$ 0.40	\$ 0.50
Weighted average shares(1):					
Basic	287,692,280	349,395,285	351,898,898	351,732,660	353,342,910
Diluted	296,337,724	355,380,111	355,942,921	356,511,560	355,593,779

S-10

Table of Contents

(dollars, customers and POPs in thousands)	2007	2008	Year ended December 31, 2009	Nine months ended September 30, 2009	2010
Other Financial Data:					
Net cash provided by operating activities	\$ 589,306	\$ 447,490	\$ 899,349	\$ 779,414	\$ 679,391
Net cash used in investment activities	(517,088)	(1,294,275)	(1,116,954)	(894,854)	(1,269,649)
Net cash provided by financing activities	1,236,492	74,525	449,038	373,070	550,661
Ratio of earnings to fixed charges(2)	1.66x	1.72x	1.59x	1.61x	1.98x
Consolidated Operating Data:					
Licensed POPs (at period end)(3)	148,777	150,495	143,984	143,202	145,612
Covered POPs (at period end)(3)	53,660	64,354	92,544	89,487	96,569
Customers (at period end)	3,963	5,367	6,640	6,322	7,857
Adjusted EBITDA(4)	\$ 666,995	\$ 783,133	\$ 956,244	\$ 705,003	\$ 861,125
Adjusted EBITDA as a percentage of service revenues(5)	34.8%	32.1%	30.5%	30.6%	31.7%
Capital Expenditures	\$ 767,709	\$ 954,612	\$ 831,674	\$ 636,522	\$ 547,943

	2007	2008	Year ended December 31, 2009	Nine months ended September 30, 2009	2010
Average monthly churn(6)	4.7%	4.7%	5.5%	5.5%	3.6%
Average revenue per user (ARPU)(7), (8)	\$ 43.31	\$ 41.39	\$ 40.68	\$ 40.68	\$ 39.78
Cost per gross addition (CPGA)(6), (7), (9)	\$ 127.97	\$ 127.21	\$ 145.79	\$ 148.27	\$ 155.80
Cost per user (CPU)(7), (10)	\$ 18.33	\$ 18.17	\$ 17.23	\$ 16.93	\$ 18.38

(In thousands)	As of September 30, 2010	
	Actual	As adjusted(11)
Balance Sheet Data:		
Cash, cash equivalents and short-term investments	\$ 1,902,416	\$ 1,115,170
Property and equipment, net	3,423,533	3,423,533
Total assets	8,320,613	7,523,906
Long-term debt (including current maturities)	4,334,551	3,730,901
Stockholders' equity	2,506,665	2,428,684

(1) See Note 16 to the consolidated financial statements included in MetroPCS Communications' Annual Report on Form 10-K for the year ended December 31, 2009 and Note 10 to the condensed consolidated financial statements included in MetroPCS Communications' Quarterly Report on Form 10-Q for the quarter ended September 30, 2010, both such Notes are incorporated by reference into this prospectus supplement, for an explanation of the calculation of basic and diluted net income per common share.

(2) For purposes of calculating the ratio of earnings to fixed charges, earnings represents income before provision for income taxes plus fixed charges and amortization of capitalized interest (excluding capitalized interest). Fixed charges include interest expense (including capitalized interest); amortized premiums and discounts related to indebtedness; amortization of deferred debt issuance costs; the portion of operating rental expense that management believes is representative of the appropriate interest component of rental expense; and net preferred stock dividends. The portion of total rental expense that represents the interest factor is estimated to be 33%. Net preferred stock dividends are our preferred dividend expense net of income tax benefit. For the year ended December 31, 2007 our ratio of earnings to fixed charges would have been 1.54x on an adjusted basis giving effect to (a) the consummation of MetroPCS Communications' initial public offering of 57,500,000 shares of common stock, par value \$0.0001 per share, at a price per share of \$23.00 (less underwriting discounts and fees) completed on April 19, 2007, consisting of 37,500,000 shares of common stock sold by MetroPCS Communications and

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20,000,000 shares of common stock sold by selling stockholders, including 7,500,000 shares sold by selling stockholders pursuant to the underwriters' exercise of their over-allotment option, (b) the completion of the offering of \$400.0 million principal amount of additional 9 1/4% senior notes and our receipt of the proceeds from the sale of such additional 9 1/4% senior notes on June 6, 2007 and (c) the completion of the offering of \$550.0 million principal amount of new 9 1/4% senior notes and our receipt of the proceeds from the sale of such new 9 1/4% senior notes on January 20, 2009, as if they all had occurred on the first date of such period. Upon consummation of the initial public offering, all of the shares of MetroPCS Communications' Series D and Series E preferred stock were converted into shares of common stock.

S-11

Table of Contents

For the year ended December 31, 2008, our ratio of earnings to fixed charges would have been 1.60x on an adjusted basis giving effect to the completion of the offering of the new 9 1/4% senior notes on January 20, 2009 and our receipt of the proceeds from the sale of such new 9 1/4% senior notes, as if it had occurred on the first date of such period.

- (3) Licensed POPs represent the aggregate number of persons that reside within the areas covered by our or Royal Street Communications licenses. Covered POPs represent the estimated number of POPs in our metropolitan areas that reside within the areas covered by our network.
- (4) Our senior secured credit facility defines consolidated Adjusted EBITDA as: consolidated net income *plus* depreciation and amortization; gain (loss) on disposal of assets; non-cash expenses; gain (loss) on extinguishment of debt; provision for income taxes; interest expense; and certain expenses of MetroPCS Communications *minus* interest and other income and non-cash items increasing consolidated net income.
- We consider Adjusted EBITDA, as defined above, to be an important indicator to investors because it provides information related to our ability to provide cash flows to meet future debt service, capital expenditures and working capital requirements and fund future growth. We present consolidated Adjusted EBITDA because covenants in our senior secured credit facility contain ratios based on this measure. Other wireless carriers may calculate consolidated Adjusted EBITDA differently. If our consolidated Adjusted EBITDA were to decline below certain levels, covenants in our senior secured credit facility that are based on consolidated Adjusted EBITDA, including our maximum senior secured leverage ratio covenant, may be violated and could cause, among other things, an inability to incur further indebtedness and in certain circumstances a default or mandatory prepayment under our senior secured credit facility. Our maximum senior secured leverage ratio is required to be less than 4.5 to 1.0 based on consolidated Adjusted EBITDA plus the impact of certain new markets. The lenders under our senior secured credit facility use the senior secured leverage ratio to measure our ability to meet our obligations on our senior secured debt by comparing the total amount of such debt to our consolidated Adjusted EBITDA, which our lenders use to estimate our cash flow from operations. The senior secured leverage ratio is calculated as the ratio of senior secured indebtedness to consolidated Adjusted EBITDA, as defined by our senior secured credit facility. For the twelve months ended December 31, 2009, our senior secured leverage ratio was 1.67 to 1.0, which means for every \$1.00 of Adjusted EBITDA we had \$1.67 of senior secured indebtedness. For the twelve months ended September 30, 2010, our senior secured leverage ratio was 1.56 to 1.0, which means for every \$1.00 of Adjusted EBITDA we had \$1.56 of senior secured indebtedness. In addition, consolidated Adjusted EBITDA is also utilized, among other measures, to determine management's compensation under their annual cash performance awards. Consolidated Adjusted EBITDA is not a measure calculated in accordance with accounting principles generally accepted in the United States, or GAAP, and should not be considered a substitute for, operating income, net income, or any other measure of financial performance reported in accordance with GAAP. In addition, consolidated Adjusted EBITDA should not be construed as an alternative to, or more meaningful than cash flows from operating activities, as determined in accordance with GAAP. See Management's Discussion and Analysis of Financial Condition and Results of Operations Liquidity and Capital Resources in MetroPCS Communications Annual Report on Form 10-K for the year ended December 31, 2009, which is incorporated by reference into this prospectus supplement.

The following table shows the calculation of consolidated Adjusted EBITDA, as defined in our senior secured credit facility, for the periods indicated.

(In thousands)	2007	Year ended December 31,		Nine months ended September 30,	
		2008	2009	2009	2010
Calculation of Consolidated Adjusted EBITDA:					
Net income	\$ 100,403	\$ 149,438	\$ 176,844	\$ 143,719	\$ 179,864
Adjustments:					
Depreciation and amortization	178,202	255,319	377,856	272,097	330,906
Loss (gain) on disposal of assets	655	18,905	(4,683)	(8,328)	(16,461)
Stock-based compensation expense(a)	28,024	41,142	47,783	35,767	35,103
Interest expense	201,746	179,398	270,285	199,358	198,710
Interest income	(63,937)	(22,947)	(2,870)	(2,120)	(1,353)
Other expense (income), net	1,004	1,035	1,808	1,407	1,396
Impairment loss on investment securities	97,800	30,857	2,386	1,827	
Loss on extinguishment of debt					15,590
Provision for income taxes	123,098	129,986	86,835	61,276	117,370
Consolidated Adjusted EBITDA	\$666,995	\$783,133	\$956,244	\$705,003	\$861,125

(a) Represents a non-cash expense, as defined by our senior secured credit facility.

S-12

Table of Contents

In addition, for further information, the following table reconciles consolidated Adjusted EBITDA, as defined in our senior secured credit facility, to cash flows from operating activities for the periods indicated.

(In thousands)	2007	2008	Year ended December 31, 2009	Nine months ended September 30, 2009	2010
Reconciliation of Net Cash Provided by Operating Activities to Consolidated Adjusted EBITDA:					
Net cash provided by operating activities	\$ 589,306	\$ 447,490	\$ 899,349	\$ 779,414	\$ 679,391
Adjustments:					
Interest expense	201,746	179,398	270,285	199,358	198,710
Non-cash interest expense	(3,259)	(2,550)	(11,309)	(8,176)	(10,049)
Interest income	(63,937)	(22,947)	(2,870)	(2,120)	(1,353)
Other expense (income), net	1,004	1,035	1,808	1,407	1,396
Other non-cash expense	(1,003)	(1,258)	(1,567)	(1,168)	(1,455)
Provision for uncollectible accounts receivable	(129)	(8)	(199)	(191)	(38)
Deferred rent expense	(13,745)	(20,646)	(24,222)	(17,765)	(15,648)
Cost of abandoned cell sites	(6,704)	(8,592)	(8,286)	(6,148)	(1,450)
Gain on sale and maturity of investments	10,506		644	272	340
Accretion of asset retirement obligation	(1,439)	(3,542)	(5,111)	(3,716)	(2,772)
Provision for income taxes	123,098	129,986	86,835	61,276	117,370
Deferred income taxes	(118,524)	(124,347)	(110,161)	(85,070)	(114,105)
Changes in working capital	(49,925)	209,114	(138,952)	(212,370)	10,788
Consolidated Adjusted EBITDA	\$666,995	\$783,133	\$956,244	\$705,003	\$861,125

- (5) Adjusted EBITDA as a percentage of service revenues is calculated by dividing consolidated Adjusted EBITDA by total service revenues.
- (6) Average monthly churn represents (a) the number of customers who have been disconnected from our system during the measurement period less the number of customers who have reactivated service, divided by (b) the sum of the average monthly number of customers during such period. We classify delinquent customers as churn after they have been delinquent for 30 days. In addition, when an existing customer establishes a new account in connection with the purchase of an upgraded or replacement phone and does not identify themselves as an existing customer, we count the phone leaving service as a churn and the new phone entering service as a gross customer addition (false churn). See Management's Discussion and Analysis of Financial Condition and Results of Operations Performance Measures in MetroPCS Communications Annual Report on Form 10-K for the year ended December 31, 2009, which is incorporated by reference into this prospectus supplement.
- (7) Average revenue per user, or ARPU, cost per gross addition, or CPGA, and cost per user, or CPU, are non-GAAP financial measures utilized by our management to judge our ability to meet our liquidity requirements and to evaluate our operating performance. We believe these measures are important in understanding the performance of our operations from period to period, and although every company in the wireless industry does not define each of these measures in precisely the same way, we believe that these measures (which are common in the wireless industry) facilitate key liquidity and operating performance comparisons with other companies in the wireless industry.
- (8) ARPU represents (a) service revenues plus impact to service revenues of promotional activity less pass through charges for the measurement period, divided by (b) the sum of the average monthly number of customers during such period. We utilize ARPU to evaluate our per-customer service revenue realization and to assist in forecasting our future service revenues. ARPU is calculated exclusive of pass through charges that we collect from our customers and remit to the appropriate government agencies.

Table of Contents

Average number of customers for any measurement period is determined by dividing (a) the sum of the average monthly number of customers for the measurement period by (b) the number of months in such period. Average monthly number of customers for any month represents the sum of the number of customers on the first day of the month and the last day of the month divided by two. The following table shows the calculation of ARPU for the periods indicated:

(In thousands, except average number of customers and ARPU)	Year ended December 31,			Nine months ended September 30,	
	2007	2008	2009	2009	2010
Calculation of ARPU:					
Service revenues	\$ 1,919,197	\$ 2,437,250	\$ 3,130,385	\$ 2,305,888	\$ 2,717,671
Add:					
Impact to service revenues of promotional activity			42,931	37,209	778
Less:					
Pass through charges	(95,946)	(136,801)	(173,099)	(125,314)	(69,204)
Net service revenues	\$ 1,823,251	\$ 2,300,449	\$ 3,000,217	\$ 2,217,783	\$ 2,649,245
Divided by average number of customers	3,508,497	4,631,168	6,145,414	6,058,007	7,398,960
ARPU	\$ 43.31	\$ 41.39	\$ 40.68	\$ 40.68	\$ 39.78

(9) CPGA is determined by dividing (a) selling expenses plus the total cost of equipment associated with transactions with new customers less equipment revenues associated with transactions with new customers during the measurement period adjusted for impact to service revenues of promotional activity by (b) gross customer additions during such period. Retail customer service expenses and equipment margin on handsets sold to existing customers when they are identified, including handset upgrade transactions, are excluded, as these costs are incurred specifically for existing customers. We utilize CPGA to assess the efficiency of our distribution strategy, validate the initial capital invested in our customers and determine the number of months to recover our customer acquisition costs. This measure also allows us to compare our average acquisition costs per new customer to those of other wireless broadband mobile providers. Equipment revenues related to new customers, adjusted for the impact to service revenues of promotional activity, are deducted from selling expenses in this calculation as they represent amounts paid by customers at the time their service is activated that reduce our acquisition cost of those customers. Additionally, equipment costs associated with existing customers, net of related revenues, are excluded as this measure is intended to reflect only the acquisition costs related to new customers. The following table reconciles total costs used in the calculation of CPGA to selling expenses, which we consider to be the most directly comparable GAAP financial measure to CPGA:

(In thousands, except gross customer additions and CPGA)	Year ended December 31,			Nine months ended September 30,	
	2007	2008	2009	2009	2010
Calculation of CPGA:					
Selling expenses	\$ 153,065	\$ 212,293	\$ 302,275	\$ 222,146	\$ 248,721
Less: Equipment revenues	(316,537)	(314,266)	(350,130)	(244,646)	(286,156)
Add: Impact to service revenues of promotional activity			42,931	37,209	778
Add: Equipment revenue not associated with new customers	142,822	149,029	169,929	121,786	171,905
Add: Cost of equipment	597,233	704,648	884,272	651,511	805,357
Less: Equipment costs not associated with new customers	(192,153)	(244,311)	(275,793)	(198,523)	(376,137)
Gross addition expenses	\$ 384,430	\$ 507,393	\$ 773,484	\$ 589,483	\$ 564,468

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Divided by: Gross customer additions	3,004,177	3,988,692	5,305,505	3,975,625	3,623,113
CPGA	\$ 127.97	\$ 127.21	\$ 145.79	\$ 148.27	\$ 155.80

S-14

Table of Contents

- (10) CPU is determined by dividing (a) cost of service and general and administrative costs (excluding applicable stock-based compensation expense included in cost of service and general and administrative expense) plus net loss on handset equipment transactions unrelated to initial customer acquisition, divided by (b) the sum of the average monthly number of customers during such period. We utilize CPU as a tool to evaluate the non-selling cash expenses associated with ongoing business operations on a per customer basis, to track changes in these non-selling cash costs over time, and to help evaluate how changes in our business operations affect non-selling cash costs per customer. In addition, CPU provides management with a useful measure to compare our non-selling cash costs per customer with those of other wireless providers. We believe investors use CPU primarily as a tool to track changes in our non-selling cash costs over time and to compare our non-selling cash costs to those of other wireless providers, although other wireless carriers may calculate this measure differently. The following table reconciles total costs used in the calculation of CPU to cost of service, which we consider to be the most directly comparable GAAP financial measure to CPU:

(In thousands, except average number of customers and CPU)	Year ended December 31,			Nine months ended September 30,	
	2007	2008	2009	2009	2010
Calculation of CPU:					
Cost of service	\$ 647,510	\$ 857,295	\$ 1,120,052	\$ 812,596	\$ 906,508
Add: General and administrative expense	198,955	235,289	265,455	195,045	217,219
Add: Net loss on equipment transactions unrelated to initial customer acquisition	49,331	95,282	105,864	76,737	204,232
Less: Stock-based compensation expense included in cost of service and general and administrative expense	(28,024)	(41,142)	(47,783)	(35,767)	(35,103)
Less: Pass through charges	(95,946)	(136,801)	(173,099)	(125,314)	(69,204)
Total costs used in the calculation of CPU	\$ 771,826	\$ 1,009,923	\$ 1,270,489	\$ 923,297	\$ 1,223,652
Divided by: Average number of customers	3,508,497	4,631,168	6,145,414	6,058,007	7,398,960
CPU	\$ 18.33	\$ 18.17	\$ 17.23	\$ 16.93	\$ 18.38

- (11) As adjusted to give effect to the issuance of the notes offered hereby and our receipt of the net proceeds therefrom, the redemption of \$686.9 million aggregate principal amount of the initial 9 1/4% senior notes in the initial redemption plus accrued and unpaid interest through September 30, 2010, and the application of the estimated net proceeds from the issuance of the notes offered hereby as described in Use of proceeds.

Table of Contents

Risk factors

An investment in the notes involves a high degree of risk. Prior to making a decision about investing in the notes, you should carefully consider the specific risk factors set forth below, as well as the risk factors discussed under the heading Risk Factors in MetroPCS Communications Annual Report on Form 10-K for the year ended December 31, 2009, and in MetroPCS Communications Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2010, June 30, 2010 and September 30, 2010, which are incorporated by reference in this prospectus supplement. The risks and uncertainties we have described are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may affect our business, financial condition and operating results. If any of these risks actually occurs, our business, financial condition and operating results could suffer, and you could lose all or part of your investment.

Risks related to the notes

The notes and the guarantees will be unsecured and effectively subordinated to our and the guarantors existing and future secured indebtedness and structurally subordinated to any future indebtedness and other liabilities of our non-guarantor subsidiaries.

The notes and the guarantees will be general unsecured senior obligations ranking effectively junior in right of payment to all existing and future secured debt of ours and that of each guarantor, including obligations under our senior secured credit facility to the extent of the value of the collateral securing the debt, and will be subordinate in right of payment to any existing or future indebtedness and other liabilities of our non-guarantor subsidiaries. Substantially all of our assets and the assets of the subsidiary guarantors are subject to liens under our senior secured credit facility.

If we or a subsidiary guarantor is declared bankrupt, becomes insolvent or is liquidated or reorganized, any secured debt of ours, including under our senior secured credit facility, or that subsidiary guarantor, will be entitled to be paid in full from our assets or the assets of the guarantor, as applicable, securing that debt before any payment may be made with respect to the notes or the affected guarantees. Holders of the notes will participate ratably in any remaining assets with all holders of our unsecured indebtedness that does not rank junior to the notes, including all of our other general creditors, based upon the respective amounts owed to each holder or creditor. In any of the foregoing events, there may not be sufficient assets to pay the indebtedness and other obligations that rank senior to the notes and the amounts due on the notes. As a result, holders of the notes would likely receive less, ratably, than holders of secured indebtedness. It is possible that there will be no assets from which claims of holders of the notes can be satisfied (except as prohibited by law and certain permitted exceptions).

In addition, creditors of current and future subsidiaries that do not guarantee the notes will have claims, with respect to the assets of those subsidiaries, that rank structurally senior to the notes. In the event of any distribution or payment of assets of such subsidiaries in any dissolution, winding up, liquidation, reorganization, or other bankruptcy proceeding, the claims of those creditors must be satisfied prior to making any such distribution or payment to us in respect of its direct or indirect equity interests in such subsidiaries.

Table of Contents

Our substantial indebtedness could adversely affect our business, financial condition and operating results and our senior creditors would have a secured claim to any collateral securing the debt owed to them.

We have now, and will continue to have, a significant amount of debt. As of September 30, 2010 and after giving effect to the redemption of approximately \$686.9 million of our initial 9 1/4% senior notes in the initial redemption and the issuance of the notes in this offering and the application of the proceeds therefrom to redeem all of the \$950.0 million outstanding aggregate principal amount of our existing 9 1/4% senior notes, we would have had approximately \$1.5 billion of outstanding indebtedness under the senior secured credit facility, approximately \$2.0 billion of outstanding indebtedness under our senior notes (including the notes offered hereby), and approximately \$202.1 million of capital leases. Assuming we had completed the offering of the notes, applied the proceeds to the redemption of all of the \$950.0 million outstanding aggregate principal amount of our existing 9 1/4% senior notes and redeemed an additional approximately \$686.9 million in principal amount of our initial 9 1/4% senior notes, we would have had approximately \$3.7 billion of total debt (including secured indebtedness and capital leases) as of September 30, 2010.

Our ability to make payments on our debt and to fund operations and significant planned capital expenditures will depend on our ability to generate cash in the future. Our ability to produce cash from operations is subject to a number of risks, including:

introduction of new products and services by us or our competitors or changes in service plans or pricing by us or our competitors;

our ability to maintain our current cost structure; and

our ability to continue to grow our customer base and maintain our projected levels of churn.

Our substantial debt service obligations could have important material consequences to you, including the following:

limiting our ability to borrow money or sell stock to fund working capital, capital expenditures, debt service requirements, acquisitions, technological initiatives and other general corporate purposes;

making it more difficult for us to make payments on our indebtedness and satisfy our obligations under the notes;

increasing our vulnerability to general economic downturns and industry conditions and limiting our ability to withstand competitive pressure;

limiting our flexibility in planning for, or reacting to, changes in our business or the telecommunications industry;

limiting our ability to increase our capital expenditures to roll out new services or to upgrade our networks to new technologies, such as LTE;

limiting our ability to purchase additional spectrum, expand our existing service areas or develop new metropolitan areas in the future;

reducing the amount of cash available for working capital needs, capital expenditures for existing and new markets and other corporate purposes by requiring us to dedicate a substantial portion of our cash flow from operations to the payment of principal of, and interest on, our

indebtedness; and

S-17

Table of Contents

placing us at a competitive disadvantage to our competitors who are less leveraged than we are. Any of these risks could impair our ability to fund our operations or limit our ability to expand our business as planned, which could have a material adverse effect on our business, financial condition, and operating results. In addition, a substantial portion of our debt, including borrowings under our senior secured credit facility, bears interest at variable rates. If market interest rates increase, variable-rate debt will create higher debt service requirements, which could adversely affect our cash flow. While we have and may enter into agreements limiting our exposure to higher interest rates in the future, any such agreements may not offer complete protection from this risk, and any portion not subject to such agreements would have full exposure to higher interest rates.

Even with our current levels of indebtedness, we may incur additional indebtedness. This could further exacerbate the risks associated with our leverage.

Although we have substantial indebtedness, we may still be able to incur significantly more debt under our senior secured credit facility and our indentures governing our existing senior notes and the notes offered hereby as market conditions permit, which could further reduce the cash we have available to invest in our operations, as a result of our increased debt service obligations. The terms of the agreements governing our long-term indebtedness, subject to specified limitations, allow for the incurrence of additional indebtedness by us and our subsidiaries. The more leveraged we become, the more we, and in turn the holders of our securities, become exposed to the risks described below in the risk factor entitled Our substantial indebtedness could adversely affect our business, financial condition and operating results and our senior creditors would have a secured claim to any collateral securing the debt owed to them.

In order to provide additional flexibility, especially in the current economic climate, we have filed a universal shelf registration statement with the SEC, to register debt, equity and other securities, including common stock, preferred stock, debt securities and guarantees of debt securities. The securities registered under this universal shelf registration statement could be offered from time to time, separately or together, directly by us or through underwriters, at amounts, prices, interest rates and other terms and conditions to be determined at the time of any offering without advance notice. There can be no assurance that sufficient funds will be available to us under our existing indebtedness or otherwise. Further, should we need to raise additional capital, the foreign ownership restrictions mandated by the FCC, and applicable to us, could limit our ability to attract additional equity financing outside the United States. If we were able to obtain funds, it may not be on terms and conditions acceptable to us, which could limit or preclude our ability to pursue new opportunities, expand our service, upgrade our networks, engage in acquisitions, or purchase additional spectrum, thus limiting our ability to expand our business which could have a material adverse effect on our business, financial condition and operating results.

MetroPCS Communications may be permitted to form new subsidiaries who are not guarantors of the notes, and the assets of any non-guarantor subsidiaries, including Royal Street, may not be available to make payments on the notes.

MetroPCS Communications, MetroPCS, Inc., and all of our current and future direct and indirect domestic restricted subsidiaries are guarantors of the notes. Royal Street Communications and its

Table of Contents

subsidiaries currently are not domestic restricted subsidiaries under the indenture governing the notes and therefore currently are not guarantors of the notes. In addition, all of our future unrestricted subsidiaries and any of MetroPCS Communications subsidiaries that are not our subsidiaries and that do not guarantee any of our other debt will not guarantee the notes. Payments on the notes are only required to be made by the issuer and the guarantors. As a result, no payments are required to be made from assets of MetroPCS Communications subsidiaries that do not guarantee the notes, or assets of Royal Street, unless those assets are transferred by dividend or otherwise to the issuer or a guarantor.

In the event that any non-guarantor subsidiary of MetroPCS Communications becomes insolvent, liquidates, reorganizes, dissolves or otherwise winds up, holders of its debt and its trade creditors generally will be entitled to payment of their claims from the assets of that subsidiary before any of those assets are made available to the issuer or any guarantors. Consequently, your claims in respect of the notes will be effectively subordinated to all of the obligations and liabilities, including trade payables, of any future subsidiaries of MetroPCS Communications (other than the issuer) and Royal Street Communications that are not guarantors.

To service our debt, we will require a significant amount of cash, which may not be available to us.

Our ability to meet our existing or future debt obligations and to reduce our indebtedness will depend on our future performance and the other cash requirements of our business. Our performance, to a certain extent, is subject to general economic conditions, financial, competitive, business, political, regulatory and other factors that are beyond our control. In addition, our ability to borrow funds in the future to make payment on our debt will depend on the satisfaction of covenants in our senior secured credit facility, the indentures governing our existing senior notes and the notes offered hereby, other debt agreements and other agreements we may enter into in the future. Specifically, we will need to maintain certain financial ratios and satisfy financial condition tests. We cannot assure you that we will continue to generate sufficient cash flow from operations at or above current levels or that future equity issuances or borrowings will be available to us under our senior secured credit facility or from other sources in an amount sufficient to enable us to repay all of our indebtedness timely. If we are unable to satisfy our financial covenants or generate or raise sufficient cash to timely repay our debt, the lenders could accelerate the maturity of some or all of our outstanding indebtedness. As a result, we believe we may need to refinance all or a portion of our remaining existing indebtedness prior to its maturity. Disruptions in the capital or financial markets or the general amount of debt refinancings occurring at the same time could make it more difficult to obtain debt or equity financing on reasonable terms or at all. We cannot assure you that we will be able to service our debt or refinance any or all of our indebtedness on favorable or commercially reasonable terms, or at all.

We may not have the ability to raise the funds necessary to finance the change of control offer required by the indenture.

Upon the occurrence of certain specific kinds of change of control events, under the terms of the indentures governing our existing senior notes and the notes offered hereby, we will be required to offer to repurchase all outstanding notes at 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of repurchase. However, it is possible that we will not have sufficient funds at the time of the change of control to make the required repurchase

Table of Contents

of notes or that restrictions in our senior secured credit facility will not allow such repurchases. See Description of notes Repurchase at the option of holders Change of control triggering event.

Our failure to purchase the existing senior notes and the notes offered hereby as required under the indentures governing the existing senior notes and the notes offered hereby would result in a default under such indentures and a cross default under our senior secured credit facility, each of which could have material adverse consequences for us and the holders of the notes. A change of control (as defined in the indentures governing the existing senior notes and the notes offered hereby) may also be an event of default under our senior secured credit facility that would permit the lenders to accelerate the debt outstanding under that credit facility.

Our senior secured credit facility, the indenture governing the notes and the indentures governing our existing senior notes include restrictive covenants that limit our operating flexibility.

The indentures governing the existing senior notes and the notes offered hereby and our senior secured credit facility impose material operating and financial restrictions on us. These restrictions, subject in certain cases to ordinary course of business and other exceptions, may limit our ability to engage in some transactions, including the following:

incurring additional debt;

paying dividends, redeeming capital stock or making other restricted payments or investments;

selling or buying assets, properties or licenses;

developing assets, properties or licenses which we have or in the future may procure;

creating liens on assets;

participating in future FCC auctions of spectrum or private sales of spectrum;

engaging in mergers, acquisitions, business combinations, or other transactions;

merging, consolidating or disposing of assets;

entering into transactions with affiliates; and

placing restrictions on the ability of subsidiaries (other than Royal Street) to pay dividends or make other payments.

Under the senior secured credit facility, we are also subject to financial maintenance covenants with respect to our senior secured leverage and in certain circumstances total maximum consolidated leverage and certain minimum fixed charge coverage ratios. These restrictions could limit our ability to obtain debt financing, repurchase stock, refinance or pay principal on our outstanding debt, complete acquisitions for cash or debt or react to changes in our operating environment or the economy. Any future debt that we incur may contain similar or more restrictive covenants.

Any failure to comply with the restrictions of the senior secured credit facility or the indentures governing our existing senior notes and the notes offered hereby, or certain current and any subsequent financing agreements may result in an event of default under these agreements,

Table of Contents

which in turn may result in defaults or acceleration of obligations under these agreements and other agreements, giving our lenders the right to terminate any commitments they had made to provide us with further funds and to require us to repay all amounts then outstanding.

The guarantees may not be enforceable because of fraudulent conveyance laws.

The guarantors' guarantees of the notes may be subject to review under federal bankruptcy law or relevant state fraudulent conveyance laws if we or any guarantor files a petition for bankruptcy or our creditors file an involuntary petition for bankruptcy of us or any guarantor. Under these laws, if a court were to find that, at the time a guarantor incurred debt (including debt represented by the guarantee), such guarantor:

incurred this debt with the intent of hindering, delaying or defrauding current or future creditors;

received less than reasonably equivalent value or fair consideration for incurring this debt, and the guarantor:

was insolvent or was rendered insolvent by reason of the related financing transactions;

was engaged in, or about to engage in, a business or transaction for which its remaining assets constituted unreasonably small capital to carry on its business; or

intended to incur, or believed that it would incur, debts beyond its ability to pay these debts as they mature, as all of the foregoing terms are defined in or interpreted under the relevant fraudulent transfer or conveyance statutes; then the court could void the guarantee or subordinate the amounts owing under the guarantee to the guarantor's presently existing or future debt or take other actions detrimental to you.

The measure of insolvency for purposes of the foregoing considerations will vary depending upon the law of the jurisdiction that is being applied in any such proceeding. Generally, an entity would be considered insolvent if, at the time it incurred the debt or issued the guarantee:

it could not pay its debts or contingent liabilities as they become due;

the sum of its debts, including contingent liabilities, is greater than its assets, at a fair valuation; or

the present fair saleable value of its assets is less than the amount required to pay the probable liability on its total existing debts and liabilities, including contingent liabilities, as they become absolute and mature.

If a guarantee is voided as a fraudulent conveyance or found to be unenforceable for any other reason, you will not have a claim against that obligor and will only be our creditor or that of any guarantor whose obligation was not set aside or found to be unenforceable. In addition, the loss of a guarantee will constitute an event of default under the indentures relating to our existing senior notes and the notes offered hereby, which event of default would allow the holders of our existing senior notes and the holders of the notes offered hereby to accelerate the amounts due and payable thereunder and would also cause an event of default under our secured credit facility which would give our lenders the right to accelerate amounts due thereunder and we may not have the ability to pay any such amounts.

Table of Contents

There is no established trading market for the notes and no guarantee that a market will develop or that you will be able to sell your notes.

The notes are a new issue of securities for which there is no established trading market. An active trading market may not develop for the notes. Historically, the market for non-investment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the notes. The market, if any, for the notes may not be free from similar disruptions, and any such disruptions may adversely affect the prices at which you may sell your notes. In addition, subsequent to their initial issuance, the notes may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar notes, our operating performance and financial condition and other factors. We do not intend to apply for listing or quotation of the notes on any securities exchange or stock market. The notes being offered herein are not additional debt securities under the indentures governing our existing senior notes. The notes being offered herein will be issued under a new supplemental indenture to the same base indenture under which our 7⁷/₈% senior notes were issued, will not vote together with our existing senior notes, will not be required to be redeemed on a *pro rata* basis with our existing senior notes and will not trade with our existing senior notes.

The trading prices for the notes will be directly affected by many factors, including our credit rating.

Credit rating agencies continually revise their ratings for companies they follow, including us. Any ratings downgrade could adversely affect the trading price of the notes, or the trading market for the notes, to the extent a trading market for the notes develops. The condition of the financial and credit markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future and any fluctuation may impact the trading price of the notes.

Table of Contents

Use of proceeds

We estimate that the net proceeds to us from the offering, after deducting underwriting discounts and commissions and estimated offering expenses, are expected to be approximately \$989.0 million.

We intend to use the net proceeds from this offering to redeem all of the \$950.0 million outstanding principal amount of the existing 9¹/₄% senior notes at a price of 104.625% of the principal amount thereof, plus any accrued and unpaid interest to, but not including, the redemption date, and for general corporate purposes. The redemption would be made in accordance with the indentures governing the existing 9¹/₄% senior notes.

S-23

Table of Contents**Capitalization**

The table below sets forth our cash, cash equivalents and short-term investments and capitalization (i) as of September 30, 2010 and (ii) as adjusted to give effect to the following as if they had occurred on September 30, 2010:

the completion of this offering of the notes and our receipt of the net proceeds therefrom;

the redemption of \$686.9 million aggregate principal amount of the 9¹/₄% senior notes in the initial redemption, at a price of 104.625% of the principal amount thereof, plus any accrued and unpaid interest to, but not including, the redemption date; and

the application of the estimated net proceeds thereof as described in Use of proceeds.

You should read this table in conjunction with the section entitled Use of proceeds in this prospectus supplement, and the section entitled Management's Discussion and Analysis of Financial Condition and Results of Operations and our consolidated financial statements and related notes thereto included in MetroPCS Communications Annual Report on Form 10-K for the year ended December 31, 2009, as filed with the SEC on March 1, 2010, and our unaudited interim consolidated financial statements and related notes thereto included in MetroPCS Communications Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2010, as filed with the SEC on November 5, 2010, all of which are incorporated by reference in this prospectus supplement.

	As of September 30, 2010	
	Actual	As adjusted (in thousands)
Cash, cash equivalents and short-term investments(1)	\$ 1,902,416	\$ 1,115,170
Debt:		
Senior secured credit facility	1,536,000	1,536,000
Existing 9 ¹ / ₄ % senior notes(1)	1,636,950	
Existing 7 ⁷ / ₈ % senior notes	1,000,000	1,000,000
Unamortized discount on debt	(40,514)	(7,214)
Capital lease obligations	202,115	202,115
Notes offered hereby		1,000,000
Total Debt	\$ 4,334,551	\$ 3,730,901
Stockholders' Equity(2)	2,506,665	2,428,684
Total Capitalization	\$ 6,841,216	\$ 6,159,585

(1) We intend to use a portion of the net proceeds from this offering to redeem all of the \$950.0 million outstanding aggregate principal amount of our existing 9¹/₄% senior notes at a price of 104.625% of the principal amount thereof, plus any accrued and unpaid interest to, but not including, the redemption date.

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- (2) As adjusted, reflects the impact of \$75.7 million in tender costs, \$20.5 million of unamortized issuance costs, \$33.3 million of net unamortized original issue discount and estimated expenses of \$0.5 million recognized as a result of the redemption of the 9 1/4% senior notes, net of estimated provision for income taxes of 40%.

S-24

Table of Contents

Description of existing indebtedness

Our senior secured credit facility

On November 3, 2006, we entered into a senior secured credit facility, pursuant to which we could borrow up to \$1.7 billion. The senior secured credit facility consists of a \$1.6 billion term loan facility and a \$100.0 million revolving credit facility. The term loan facility is repayable in quarterly installments in annual aggregate amounts equal to 1% of the initial aggregate principal amount of \$1.6 billion. The term loan facility matures on November 3, 2013 and the revolving credit facility matures on November 3, 2011. On November 3, 2006, we borrowed \$1.6 billion under the senior secured facility concurrently with the closing of the sale of the 9¹/₄% senior notes. We used the amount borrowed, together with the net proceeds from the sale of such 9¹/₄% senior notes, to repay all amounts owed under our then-existing first and second lien credit agreements and bridge credit facilities entered into by subsidiaries of MetroPCS Communications, and to pay related premiums, fees and expenses.

The senior secured credit facility is guaranteed by MetroPCS Communications, MetroPCS, Inc. and each of our direct and indirect present and future wholly-owned restricted domestic subsidiaries. The senior secured credit facility is not guaranteed by Royal Street, but we have pledged the promissory note that Royal Street has given us in connection with amounts borrowed by Royal Street from us and the member interests we hold in Royal Street Communications. The senior secured credit facility contains customary events of default, including cross defaults. Our obligations under the senior secured credit facility are also secured by our capital stock as well as substantially all of our present and future assets and each of our current and future wholly-owned domestic restricted subsidiaries (except as prohibited by law and certain permitted exceptions).

Under the senior secured credit facility, we are subject to certain limitations, including limitations on our ability to incur additional debt, sell assets, make certain investments or acquisitions, grant liens and pay dividends. We are also subject to certain financial covenants, including maintaining a maximum senior secured consolidated leverage ratio and, under certain circumstances, maximum consolidated leverage and minimum fixed charge coverage ratios. See Management's Discussion and Analysis of Financial Condition and Results of Operation Liquidity and Capital Resources in MetroPCS Communications Annual Report on Form 10-K for the year ended December 31, 2009. There is no prohibition on our ability to make investments in or loan money to Royal Street in accordance with the Royal Street LLC Agreement.

Amounts outstanding under the senior secured credit facility bear interest at a LIBOR rate plus a margin as set forth in the facility. In March 2009, we entered into three separate two-year interest rate protection agreements. These agreements became effective on February 1, 2010 and cover a notional amount of \$1.0 billion and effectively convert this portion of our variable rate debt to fixed rate debt at a weighted average annual rate of 5.246%. The monthly interest settlement periods began February 1, 2010. These agreements expire on February 1, 2012. In October 2010, we entered into three separate additional two-year interest rate protection agreements. These additional interest rate protection agreements become effective on February 1, 2012 and cover a notional amount of \$950 million and effectively convert this portion of our variable rate debt to fixed rate debt at a weighted average annual rate of 4.612%. The monthly interest settlement periods begin February 1, 2012 and these additional interest rate protection agreements expire on February 1, 2014.

Table of Contents

On February 20, 2007, we entered into an amendment to the senior secured credit facility reducing the margin used to determine the senior secured credit facility interest rate to 2.25% from 2.50%.

On July 16, 2010, we entered into an Amendment and Restatement and Resignation and Appointment Agreement, or the Amendment, which amends and restates our senior secured credit facility. The Amendment amends the senior secured credit facility to, among other things, extend the maturity of \$1.0 billion of existing term loans under the senior secured credit facility to November 2016, increase the interest rate on the extended term loans to LIBOR plus 3.50% and reduce the aggregate amount of revolving commitments under the senior secured credit facility from \$100.0 million to \$67.5 million. The Amendment did not modify the maturity date or interest rate applicable to the non-extended term loans.

Our existing 9¹/₄% senior notes

On November 3, 2006, we consummated the sale of \$1.0 billion principal amount of our 9¹/₄% senior notes. On June 6, 2007, we consummated the sale of an additional \$400.0 million principal amount of our additional 9¹/₄% senior notes, under the indenture governing our 9¹/₄% senior notes. On January 20, 2009, we completed the sale of an additional \$550.0 million principal amount of new 9¹/₄% senior notes under a new indenture substantially similar to the indenture governing our 9¹/₄% senior notes. The existing 9¹/₄% senior notes are unsecured obligations and are guaranteed by MetroPCS Communications, MetroPCS, Inc., and all of our direct and indirect wholly-owned domestic restricted subsidiaries, but are not currently guaranteed by Royal Street. Interest is payable on our existing 9¹/₄% senior notes on May 1 and November 1 of each year. We may, at our option, redeem some or all of our existing 9¹/₄% senior notes at any time for the redemption prices set forth in the indentures governing our existing 9¹/₄% senior notes. The notes being offered herein are not additional debt securities under the indentures governing our existing 9¹/₄% senior notes. The notes being offered herein will be issued under a new indenture, will not vote together with our existing 9¹/₄% senior notes, will not be required to be redeemed on a *pro rata* basis with our existing 9¹/₄% senior notes and will not trade with our existing 9¹/₄% senior notes.

On September 21, 2010, we purchased approximately \$313.1 million in principal amount of our initial 9¹/₄% senior notes pursuant to a tender offer we launched on September 7, 2010. On October 6, 2010, we purchased an additional \$44,000 in principal amount of our initial 9¹/₄% senior notes upon the expiration of the tender offer. Also on October 6, 2010, we gave notice of the redemption of an additional approximately \$686.9 million in principal amount of our initial 9¹/₄% senior notes, and, on November 1, 2010, we consummated the redemption of approximately \$686.9 million in principal amount of our initial 9¹/₄% senior notes at a price of 104.625% of the principal amount thereof, plus accrued and unpaid interest to, but not including, the redemption date.

Our existing 7⁷/₈% senior notes due 2018

On September 21, 2010, we consummated the sale of \$1.0 billion principal amount of our 7⁷/₈% senior notes. The 7⁷/₈% senior notes are unsecured obligations and are guaranteed by MetroPCS Communications, MetroPCS, Inc., and all of our current and future direct and indirect wholly-owned domestic restricted subsidiaries, but are not currently guaranteed by Royal Street. Interest is payable on our 7⁷/₈% senior notes on March 1 and September 1 of each year. We may, at our

Table of Contents

option, redeem some or all of our 7⁷/₈% senior notes at any time on or after September 1, 2014 for the redemption prices set forth in the indenture governing our 7⁷/₈% senior notes. In addition, prior to September 1, 2013, we may also redeem up to 35% of the aggregate principal amount of our 7⁷/₈% senior notes with the net cash proceeds of certain sales of equity securities, including the sale of common stock. The notes being offered herein will be issued under a new supplemental indenture to the base indenture under which our 7⁷/₈% senior notes were issued, will not vote together with our 7⁷/₈% senior notes, will not be required to be redeemed on a *pro rata* basis with our 7⁷/₈% senior notes and will not trade with our 7⁷/₈% senior notes.

S-27

Table of Contents

Description of notes

You can find the definitions of certain terms used in this description of notes under the subheading **Certain definitions** below. In this description of notes, **Issuer** refers only to MetroPCS Wireless, Inc. and not to any of its Subsidiaries, **HoldCo** refers only to MetroPCS, Inc. and not to any of its Subsidiaries and **Parent** refers only to MetroPCS Communications, Inc. and not to any of its Subsidiaries.

Issuer will issue the notes as a series of debt securities under a base indenture among itself, HoldCo, Parent, the Subsidiary Guarantors and Wells Fargo Bank, N.A., as trustee, as supplemented by a supplemental indenture (the **supplemental indenture**) among the Issuer, Holdco, Parent and the Subsidiary Guarantors and the trustee. In this description of notes, the term **indenture** refers to the base indenture as supplemented by the supplemental indenture. The terms of the notes include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939, as amended.

The obligations and covenants of Issuer described hereunder are only of Issuer and not of Parent, its indirect parent company, or HoldCo, its direct parent company. Although Parent and HoldCo will be guarantors of the notes, they and their Subsidiaries, except Issuer and its Restricted Subsidiaries, are generally not subject to any of the obligations and covenants described hereunder. Royal Street Communications, LLC and its Subsidiaries (which are not Subsidiaries of Issuer as of the date of the supplemental indenture) and MetroPCS Finance, Inc., a Subsidiary of Parent, are not Guarantors and are not subject to any of the obligations and covenants described hereunder.

The following description is a summary of the material provisions of the indenture. It does not restate the indenture in its entirety. We urge you to read the indenture in its entirety because it, and not this description of notes, defines your rights as a holder of the notes. We have filed a copy of the base indenture as an exhibit to the Current Report on Form 8-K filed with the SEC on September 21, 2010, which has been incorporated by reference in this prospectus supplement. For more information on how you can obtain a copy of the base indenture and the supplemental indenture, see **Incorporation of documents by reference**. **Certain defined terms used in this description of notes but not defined below under **Certain definitions**** have the meanings assigned to them in the indenture.

The registered holder of a note will be treated as the owner of it for all purposes. Only registered holders will have rights under the indenture.

Brief description of the notes and the note guarantees

The notes

The notes:

will be general unsecured obligations of Issuer;

will be *pari passu* in right of payment with all existing and future unsecured senior Indebtedness and other liabilities of Issuer, including, without limitation, Issuer's existing senior notes;

Table of Contents

will be senior in right of payment to any future subordinated Indebtedness of Issuer to the extent that such future Indebtedness provides by its terms that it is subordinated to the notes; and

will be unconditionally guaranteed on a senior unsecured basis by the Guarantors. However, the notes will be effectively subordinated to all borrowings under the Credit Agreement, which are secured by substantially all of the assets of HoldCo, Issuer and the Subsidiary Guarantors (except for certain permitted exceptions or as prohibited by law), and all other existing and future secured Indebtedness of Issuer or any Guarantor to the extent of the assets securing such Indebtedness and to all liabilities of any of Issuer's Subsidiaries that do not guarantee the notes to the extent of the assets of those Subsidiaries. See Risk Factors Risks related to the notes The notes and the guarantees will be unsecured and effectively subordinated to our and the guarantors' existing and future secured indebtedness and structurally subordinated to any future indebtedness and other liabilities of our non-guarantor subsidiaries.

As of September 30, 2010, after giving effect to the issuance and sale of the notes offered hereby and the anticipated use of proceeds therefrom to redeem all of the \$950.0 million outstanding aggregate principal amount of our existing 9 1/4% senior notes and the redemption on November 1, 2010 of approximately \$686.9 million of our initial 9 1/4% senior notes, Issuer would have had outstanding approximately \$1.7 billion in aggregate principal amount of secured Indebtedness and approximately \$2.0 billion in aggregate principal amount of unsecured Indebtedness. Also as of September 30, 2010, Parent's Subsidiaries that do not guarantee the notes and Royal Street and its Subsidiaries (which are not Subsidiaries of Issuer as of the date of the supplemental indenture) collectively had outstanding approximately \$59.1 million in aggregate principal amount of Indebtedness (excluding Indebtedness owed to Issuer and its Subsidiaries).

The note guarantees

The notes will be guaranteed by Parent, HoldCo and all of Issuer's Domestic Restricted Subsidiaries.

Each guarantee of the notes by a Guarantor:

will be a general unsecured obligation of that Guarantor;

will be *pari passu* in right of payment with all existing and future unsecured senior Indebtedness and other liabilities of that Guarantor, including, without limitation, its guarantee of Issuer's existing senior notes; and

will be senior in right of payment to any future subordinated Indebtedness of that Guarantor to the extent that such future Indebtedness provides by its terms that it is subordinated to its guarantee of the notes. However, the guarantees will be effectively subordinated to all existing and future secured Indebtedness of the Guarantors to the extent of the assets securing such Indebtedness. See Risk Factors Risks related to the notes The notes and the guarantees will be unsecured and effectively subordinated to our and the guarantors' existing and future secured indebtedness and structurally subordinated to any future indebtedness and other liabilities of our non-guarantor subsidiaries.

Table of Contents

Initially, all of Issuer's existing Subsidiaries will guarantee the notes. Under the circumstances described below under the subheading "Certain covenants - Additional note guarantees," in the future one or more of Issuer's newly created or acquired Subsidiaries may not guarantee the notes. In the event of a bankruptcy, liquidation or reorganization of any of these non-guarantor Subsidiaries, the non-guarantor Subsidiaries will pay their trade creditors and holders of their debt and other obligations before they will be able to distribute any of their assets to Issuer.

As of the date of the supplemental indenture, all of Issuer's Subsidiaries will be Restricted Subsidiaries. However, under the circumstances described below under the caption "Certain covenants - Designation of restricted and unrestricted subsidiaries," Issuer will be permitted to designate certain of its Subsidiaries as Unrestricted Subsidiaries. Issuer's Unrestricted Subsidiaries will not be subject to many of the restrictive covenants in the indenture. Issuer's Unrestricted Subsidiaries will not guarantee the notes.

Principal, maturity and interest

Issuer will issue \$1.0 billion in aggregate principal amount of notes in this offering. Issuer may issue additional notes from time to time after this offering, and such additional notes may be issued either under the base indenture as supplemented by the supplemental indenture for the notes or one or more additional supplemental indentures. Any issuance of additional notes is subject to all of the covenants in the indenture, including the covenant described below under the caption "Certain covenants - Incurrence of indebtedness and issuance of preferred stock." The notes and any additional notes subsequently issued under the same supplemental indenture will be treated as a single series for all purposes under the indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase. Issuer will issue notes in minimum denominations of \$2,000 and integral multiples of \$1,000. The notes will mature on November 15, 2020.

Interest on the notes will accrue at the rate of 6.625% per annum and will be payable semiannually in arrears on May 15 and November 15, commencing on May 15, 2011. Issuer will make each interest payment to the holders of record on the immediately preceding May 1 and November 1.

Interest on the notes will accrue from the date of original issuance or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. If an interest payment date or the maturity date falls on a day that is not a business day, the related payment of principal or interest will be made on the next succeeding business day as if made on the date the payment was due, and no interest shall accrue for the intervening period.

Payments of principal of and interest on the notes issued in book-entry form or definitive form, if any, will be made as described below under the caption "Same day settlement and payment."

The notes will initially be evidenced by one or more global notes deposited with a custodian for, and registered in the name of, Cede & Co., as nominee of The Depository Trust Company ("DTC"). Except as described below, beneficial interests in the global notes will be shown on, and transfers thereof will be effected only through, records maintained by DTC and its direct and indirect participants. We do not intend to apply for the notes to be listed on any securities exchange or to arrange for the notes to be quoted on any quotation system.

Table of Contents

Methods of receiving payments on the notes

If a holder of a definitive note has given wire transfer instructions to Issuer and Issuer is the paying agent, Issuer will pay all principal, interest and premium, if any, on that holder's notes in accordance with those instructions until given written notice to the contrary. All other payments on the notes will be made at the office or agency of the paying agent and registrar within the City and State of New York unless Issuer elects to make interest payments by check mailed to the noteholders at their address set forth in the books and records of the registrar.

Paying agent and registrar for the notes

The trustee will initially act as paying agent and registrar. Issuer may change the paying agent or registrar without prior notice to the holders of the notes, and Issuer or any of its Subsidiaries may act as paying agent or registrar.

Transfer and exchange

Except as set forth below, the global notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee, as described below under the caption "Book-entry, delivery and form."

A holder of a definitive note may transfer or exchange notes in accordance with the provisions of the indenture. The registrar and the trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents in connection with a transfer of notes. Holders will be required to pay all taxes relating to, arising out of, or in connection with such transfer. Issuer will not be required to transfer or exchange any note selected for redemption. Also, Issuer will not be required to transfer or exchange any note for a period of 15 days before a selection of notes to be redeemed.

Note guarantees

The notes will be guaranteed by Parent, HoldCo and all of Issuer's Domestic Restricted Subsidiaries. These Note Guarantees will be joint and several obligations of the Guarantors. The obligations of each Guarantor under its Note Guarantee will be limited as necessary to prevent that Note Guarantee from constituting a fraudulent conveyance under applicable law. See "Risk factors" "Risks related to the notes" The guarantees may not be enforceable because of fraudulent conveyance laws.

A Guarantor (other than Parent) may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person, other than Issuer or another Guarantor, unless:

- (1) immediately after giving effect to that transaction, no Default or Event of Default exists; and
- (2) either:
 - (a) if it is not already a Guarantor, the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger assumes all the obligations of that Guarantor under the indenture and its Note Guarantee pursuant to a supplemental indenture satisfactory to the trustee; or

Table of Contents

(b) the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the indenture. The Note Guarantee of a Guarantor will be released:

- (1) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) Issuer or a Restricted Subsidiary of Issuer, if the sale or other disposition is not prohibited by the Asset Sale provisions of the indenture;
- (2) in connection with any sale or other disposition of Capital Stock of that Guarantor to a Person that is not (either before or after giving effect to such transaction) Issuer or a Restricted Subsidiary of Issuer, if the sale or other disposition does not violate the Asset Sale or Restricted Investment provisions of the indenture, and the Guarantor ceases to be a Restricted Subsidiary of Issuer as a result of such sale or other disposition;
- (3) if Issuer designates any Restricted Subsidiary that is a Guarantor to be an Unrestricted Subsidiary in accordance with the applicable provisions of the indenture;
- (4) upon legal defeasance or satisfaction and discharge of the indenture as provided below under the captions Legal defeasance and covenant defeasance and Satisfaction and discharge;
- (5) upon the liquidation or dissolution of such Guarantor provided no Default or Event of Default has occurred that is continuing; or
- (6) solely in the case of a Note Guarantee created pursuant to clause (b) of the covenant described below under the caption Additional note guarantees, upon the release or discharge of the Guarantee that resulted in the creation of such Note Guarantee pursuant to the covenant described below under the caption Additional note guarantees, except a discharge or release by or as a result of payment under such Guarantee.

See Repurchase at the option of holders Asset sales.

Optional redemption

At any time prior to November 15, 2013, Issuer may on any one or more occasions redeem up to 35% of the aggregate principal amount of notes issued under the indenture at a redemption price of 106.625% of the principal amount, plus accrued and unpaid interest to, but not including, the redemption date, with the net cash proceeds of one or more sales of Equity Interests (other than Disqualified Stock) of Issuer or contributions to Issuer's common equity capital made with the net cash proceeds of one or more sales of Equity Interests (other than Disqualified Stock) of Parent; *provided* that:

- (1) at least 65% of the aggregate principal amount of notes issued under the indenture (excluding notes held by Issuer and its Subsidiaries) remains outstanding immediately after the occurrence of such redemption; and
- (2) the redemption occurs within 180 days of the date of the closing of such sale of Equity Interests by Issuer or the date of contribution to Issuer's common equity capital made with net cash proceeds of one or more sales of Equity Interests of Parent.

Table of Contents

On or after November 15, 2015, Issuer may redeem all or a part of the notes upon not less than 10 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest on the notes redeemed, to the applicable redemption date, if redeemed during the twelve month period beginning on November 15 of the years indicated below, subject to the rights of holders of notes on the relevant record date to receive interest on the relevant interest payment date for periods prior to such redemption date:

Year	Percentage
2015	103.313%
2016	102.208%
2017	101.104%
2018 and thereafter	100.000%

Unless Issuer defaults in the payment of the redemption price, interest will cease to accrue on the notes or portions thereof called for redemption on the applicable redemption date.

At any time prior to November 15, 2015, Issuer may also redeem all or a part of the notes, upon not less than 10 nor more than 60 days' prior notice sent electronically or mailed by first-class mail to each holder's registered address, at a redemption price equal to 100% of the principal amount of notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest to, but not including, the date of redemption, subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date for periods prior to such date of redemption.

Mandatory redemption

Issuer is not required to make mandatory redemption or sinking fund payments with respect to the notes.

Repurchase at the option of holders***Change of control triggering event***

If a Change of Control Triggering Event occurs, each holder of notes will have the right to require Issuer to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000) of that holder's notes pursuant to a Change of Control Offer on the terms set forth in the indenture. In the Change of Control Offer, Issuer will offer a Change of Control Payment in cash equal to 101% of the aggregate principal amount of notes repurchased plus accrued and unpaid interest on the notes repurchased to, but not including, the date of purchase, subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date for periods prior to such repurchase date (the *Change of Control Payment*). Within 30 days following any Change of Control Triggering Event, Issuer will send a notice (the *Change of Control Offer*) to each holder and the trustee describing the transaction or transactions and identify the ratings decline that together constitute the Change of Control Triggering Event and offering to repurchase notes on the Change of Control Payment Date specified in the notice, which date will be no earlier than 10 days and no later than 60 days from the date such notice is sent (the *Change of Control Payment Date*), pursuant to the procedures required by the indenture and described in such notice. Issuer will comply with the requirements of Rule 14e-1

Table of Contents

under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Triggering Event provisions of the indenture, or compliance with the Change of Control Triggering Event provisions of the indenture would constitute a violation of any such laws or regulations, Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Triggering Event provisions of the indenture by virtue of such compliance. In connection with the tender of any notes with respect to a Change of Control Triggering Event, the tendering holder shall provide good title to the notes, free and clear of all liens and encumbrances, and shall represent and warrant that such holder is presenting good title, free and clear of all liens and encumbrances, and such other representations and warranties as are customary.

On the Change of Control Payment Date, Issuer will, to the extent lawful:

- (1) accept for payment all notes or portions of notes properly tendered pursuant to the Change of Control Offer;
- (2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes properly tendered; and
- (3) deliver or cause to be delivered to the trustee the notes properly accepted together with an officers certificate stating the aggregate principal amount of notes or portions of notes being purchased by Issuer.

The paying agent will promptly make payment to each holder of notes properly tendered the Change of Control Payment for such notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder, a new note equal in principal amount to any unpurchased portion of the notes surrendered, if any; *provided* that each new note will be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof. Issuer will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The provisions described above that require Issuer to make a Change of Control Offer following a Change of Control Triggering Event will be applicable whether or not any other provisions of the indenture are applicable. Except as described above with respect to a Change of Control Triggering Event, the indenture does not contain provisions that permit the holders of the notes to require, or otherwise provide, that Issuer repurchase or redeem the notes in the event of a takeover, recapitalization or similar transaction.

Issuer will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by Issuer and purchases all notes properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given pursuant to the indenture as described above under the caption *Optional redemption*, unless and until there is a default in payment of the applicable redemption price.

A Change of Control Offer may be made in advance of a Change of Control Triggering Event, and conditioned upon such Change of Control Triggering Event, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

Table of Contents

In the event that holders of not less than 90% of the aggregate principal amount of the outstanding notes accept a Change of Control Offer and Issuer purchases all of the notes held by such holders, Issuer will have the right, upon not less than 10 nor more than 60 days prior notice, given not more than 30 days following the purchase pursuant to the Change of Control Offer described above, to redeem all of the notes that remain outstanding following such purchase at a redemption price equal to the Change of Control Payment plus, to the extent not included in the Change of Control Payment, accrued and unpaid interest on the notes that remain outstanding, to, but not including, the date of redemption (subject to the right of holders of record on the relevant record date to receive interest due on an interest payment date that is on or prior to the redemption date).

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of all or substantially all of the properties or assets of Issuer and its Restricted Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase substantially all, there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of notes to require Issuer to repurchase its notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of Issuer and its Restricted Subsidiaries taken as a whole to another Person or group may be uncertain.

Asset sales

Issuer will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

- (1) Issuer (or the Restricted Subsidiary, as the case may be) receives consideration at the time of the Asset Sale at least equal to the Fair Market Value of the assets or Equity Interests issued or sold or otherwise disposed of;
- (2) at least 75% of the consideration received by Issuer or such Restricted Subsidiary in the Asset Sale and all other Asset Sales since the date of the base indenture is in the form of cash, Cash Equivalents or Replacement Assets or a combination thereof. For purposes of this provision, each of the following will be deemed to be cash:
 - (a) any liabilities, as shown on Issuer's most recent consolidated balance sheet (or as would be shown on Issuer's consolidated balance sheet as of the date of such Asset Sale), of Issuer or any Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the notes or any Note Guarantee) that are assumed by the transferee of any such assets pursuant to a novation agreement that releases Issuer or such Restricted Subsidiary from further liability; and
 - (b) any securities, notes or other obligations received by Issuer, or any such Restricted Subsidiary, from such transferee that are converted by Issuer or such Restricted Subsidiary into cash, Cash Equivalents or Replacement Assets within 90 days after such Asset Sale, to the extent of the cash, Cash Equivalents or Replacement Assets received in that conversion.

Notwithstanding the foregoing, the 75% limitation referred to above shall be deemed satisfied with respect to any Asset Sale in which the cash, Cash Equivalents or Replacement Assets portion of the consideration received therefrom, determined in accordance with the foregoing provision

Table of Contents

on an after-tax basis, is equal to or greater than what the after-tax proceeds would have been had such Asset Sale complied with the aforementioned 75% limitation.

Within 365 days after the receipt of any Net Proceeds from an Asset Sale, Issuer or a Restricted Subsidiary may apply an amount equal to such Net Proceeds:

- (1) to purchase Replacement Assets; or
- (2) to prepay, repay, defease, redeem, purchase or otherwise retire Indebtedness and other Obligations under a Credit Facility or Indebtedness secured by property that is subject to such Asset Sale and, if the Indebtedness repaid is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto.

Notwithstanding the foregoing, if within 365 days after the receipt of any Net Proceeds from an Asset Sale, Issuer or a Restricted Subsidiary enters into a binding written agreement irrevocably committing Issuer or such Restricted Subsidiary to an application of funds of the kind described in clause (1) above, and as to which the only condition to closing not satisfied within 365 days of the receipt of such Net Proceeds is the receipt of required governmental approvals, Issuer or such Restricted Subsidiary shall be deemed not to be in violation of the preceding paragraph so long as such application of funds is consummated within 545 days of the receipt of such Net Proceeds.

Pending the final application of any Net Proceeds of an Asset Sale, Issuer may temporarily reduce revolving credit borrowings or otherwise use the Net Proceeds in any manner that is not prohibited by the indenture.

An amount equal to any Net Proceeds from Asset Sales that are not applied or invested as provided in the third paragraph of this covenant will constitute *Excess Proceeds*. When the aggregate amount of Excess Proceeds exceeds \$20.0 million, within 20 days thereof, Issuer will make an Asset Sale Offer to all holders of notes and all holders of other Indebtedness that is *pari passu* with the notes containing provisions similar to those set forth in the indenture with respect to offers to purchase or redeem with the proceeds of sales of assets to purchase the maximum principal amount of notes and such other *pari passu* Indebtedness that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount of the notes and such other *pari passu* Indebtedness that may be purchased with Excess Proceeds, plus accrued and unpaid interest to, but not including, the date of consummation of the purchase, and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, Issuer and its Restricted Subsidiaries may use those Excess Proceeds for any purpose not otherwise prohibited by the indenture. If the aggregate principal amount of notes and other *pari passu* Indebtedness tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the trustee will select the notes and Issuer will select such other *pari passu* Indebtedness to be purchased on a *pro rata* basis. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with each repurchase of notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sale provisions of the indenture, or compliance with the Asset Sale provisions of the indenture would constitute a violation of any such laws or regulations, Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Asset Sale provisions of the indenture by virtue of such compliance.

Table of Contents

The agreements governing Issuer's other Indebtedness contain, and future agreements may contain, prohibitions of certain events, including events that would constitute a Change of Control or an Asset Sale and may prohibit repurchases of or other prepayments in respect of the notes. The exercise by the holders of the notes of their right to require Issuer to repurchase the notes upon a Change of Control Triggering Event or an Asset Sale could cause a default under these other agreements, even if the Change of Control Triggering Event or Asset Sale itself does not, due to the financial effect of such repurchases or other prepayments on Issuer. In the event a Change of Control Triggering Event or Asset Sale occurs at a time when Issuer is prohibited from purchasing notes, Issuer could seek the consent of the holders of such Indebtedness to the purchase of notes or could attempt to refinance the borrowings that contain such prohibition. If Issuer does not obtain a consent or repay those borrowings, Issuer will remain prohibited from purchasing notes. In that case, Issuer's failure to purchase tendered notes would constitute an Event of Default under the indenture that could, in turn, constitute a default under the other Indebtedness. Finally, Issuer's ability to pay cash to the holders of notes upon a repurchase may be limited by Issuer's then existing financial resources. See Risk Factors Risks related to the notes Our senior secured credit facility, the indenture governing the notes and the indentures governing our existing senior notes include restrictive covenants that limit our operating flexibility.

Selection and notice

If less than all of the notes are to be redeemed at any time, the trustee will select notes for redemption on a pro rata basis unless otherwise required by law or applicable stock exchange or depository requirements.

No notes of \$2,000 or less can be redeemed in part. Notices of redemption will be sent electronically or mailed by first class mail at least 10 but not more than 60 days before the redemption date to each holder of notes to be redeemed at its registered address, except that redemption notices may be sent more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the notes or a satisfaction and discharge of the indenture. Except as otherwise set forth in the provisions described under the captions Repurchase at the option of holders Change of control triggering event, notices of redemption may not be conditional.

If any note is to be redeemed in part only, the notice of redemption that relates to that note will state the portion of the principal amount of that note that is to be redeemed. If in definitive form a new note in principal amount equal to the unredeemed portion of the original note will be issued in the name of the holder of notes upon cancellation of the original note. Except to the extent that a notice of redemption is conditional as permitted in the provisions described under the captions Repurchase at the option of holders Change of control triggering event, notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on notes or portions of notes called for redemption.

Certain covenants

Changes in covenants when notes rated investment grade

If on any date following the date of the supplemental indenture:

- (1) the notes are rated Investment Grade by two out of the three Rating Agencies; and

Table of Contents

(2) no Default or Event of Default shall have occurred and be continuing (other than with respect to the covenants specifically listed under the following captions), then, beginning on that day and subject to the provisions of the following paragraph, the covenants specifically listed under the following captions in this prospectus supplement will be suspended:

- (1) Repurchase at the option of holders Asset sales;
- (2) Restricted payments;
- (3) Incurrence of indebtedness and issuance of preferred stock;
- (4) Dividend and other payment restrictions affecting subsidiaries;
- (5) Transactions with affiliates;
- (6) Designation of restricted and unrestricted subsidiaries; and

(7) clauses (3) (to the extent that a Default or Event of Default exists by reason of one or more of the covenants specifically listed in this paragraph) and (4) of the covenant described below under the caption Merger, consolidation or sale of assets. During any period that the foregoing covenants have been suspended, Issuer's Board of Directors may not designate any of its Subsidiaries as Unrestricted Subsidiaries pursuant to the covenant described below under the caption Designation of restricted and unrestricted subsidiaries or the definition of Unrestricted Subsidiary.

Notwithstanding the foregoing, if the rating assigned by two out of the three Rating Agencies should subsequently decline to below Investment Grade, the foregoing covenants will be reinstated as of and from the date of such rating decline and any actions taken, or omitted to be taken, before such rating decline that would have been prohibited had the foregoing covenants been in effect shall not form the basis for a Default or an Event of Default.

Calculations under the reinstated Restricted Payments covenant will be made as if the Restricted Payments covenant had been in effect since the date of the supplemental indenture except that no Default or Event of Default will be deemed to have occurred solely by reason of a Restricted Payment made while that covenant was suspended. There can be no assurance that the notes will ever achieve an Investment Grade rating or that any such rating will be maintained.

Restricted payments

Issuer will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

- (1) declare or pay (without duplication) any dividend, or make any other payment or distribution, on account of Issuer's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving Issuer or any of its Restricted Subsidiaries) or to the direct or indirect holders of Issuer's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of Issuer and other

than dividends or distributions payable to Issuer or a Restricted Subsidiary of Issuer);

Table of Contents

- (2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving Issuer) any Equity Interests of Issuer or any direct or indirect parent of Issuer;
- (3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness of Issuer or any Guarantor that is contractually subordinated to the notes or to any Note Guarantee (excluding any intercompany Indebtedness between or among Issuer and any of its Restricted Subsidiaries), except a payment of interest or principal at the Stated Maturity thereof; or
- (4) make any Restricted Investment
- (all such payments and other actions set forth in clauses (1) through (4) above being collectively referred to as *Restricted Payments*),

unless, at the time of and after giving effect to such Restricted Payment:

- (1) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment;
- (2) Issuer would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Debt to Cash Flow Ratio test set forth in the first paragraph of the covenant described below under the caption *Incurrence of indebtedness and issuance of preferred stock*; and
- (3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by Issuer and its Restricted Subsidiaries since November 3, 2006 (excluding Restricted Payments permitted by clauses (2), (3), (4), (5), (6), (7), (8), (9) and (11) of the next succeeding paragraph), is less than the sum, without duplication, of:
- (a) 100% of Issuer's Consolidated Cash Flow for the period (taken as one accounting period) from the beginning of the first fiscal quarter commencing after November 3, 2006 to the end of Issuer's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment, less the product of 1.5 times Issuer's Consolidated Interest Expense for the same period; *plus*
- (b) 100% of the aggregate net cash proceeds received by Issuer since November 3, 2006 as a contribution to its common equity capital or from the issue or sale of Equity Interests of Issuer (other than Disqualified Stock) or from the issue or sale of convertible or exchangeable Disqualified Stock or convertible or exchangeable debt securities of Issuer that have been converted into or exchanged for such Equity Interests (other than Equity Interests (or Disqualified Stock or debt securities) sold to a Subsidiary of Issuer); *plus*
- (c) to the extent that any Restricted Investment that was made after November 3, 2006 is sold for cash or Cash Equivalents, or otherwise is liquidated or repaid for cash or Cash Equivalents, an amount equal to such cash and Cash Equivalents; *plus*
- (d)