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**Before the
Federal Communications Commission
Washington, D.C. 20554**

SEP 30 2008

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In the Matter of)
Federal-State Joint Board on)
Universal Service)

CC Docket No. 96-45

**RCC MINNESOTA, INC. ELIGIBLE TELECOMMUNICATIONS CARRIER
2008 ANNUAL REPORT AND CERTIFICATION IN COMPLIANCE WITH
47 C.F.R. §§ 54.202(b) AND 54.209(b)
FOR THE STATE OF ALABAMA**

September 26, 2008

Mark R. Smith
Assistant Secretary
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I. INTRODUCTION

In accordance with the standards and requirements established by the Federal Communications Commission (“Commission”), RCC Minnesota, Inc. (“RCC” or the “Company”) submits this 2008 Annual Report and Certification for the State of Alabama, and respectfully requests the Commission to certify its eligibility to receive high-cost support from the federal universal service fund for calendar year 2009.

II. BACKGROUND

RCC has been designated as a competitive eligible telecommunications carrier (“ETC”) in certain areas of Alabama. RCC’s designation was first granted by Commission Order dated November 27, 2002.¹ As a result, RCC is designated as a competitive ETC in 86 full and partial wire centers and six (6) study areas served by Windstream Alabama, BellSouth, CenturyTel, Moundville Telephone, Frontier Communications, Haynesville Telephone, Pine Belt Telephone, Roanoke Telephone, and GTC, Inc. (“2002 Designated Area”). The scope of RCC’s Alabama designated area was subsequently expanded by Commission Order dated May 1, 2008.² RCC was designated in five (5) additional wire centers served by BellSouth, 14 wire centers served by CenturyTel, and the study areas of Graceba Total Communications, and Valley Telephone (“2008 Designated Area”).

¹ *In the Matter of Federal-State Joint Board on Universal Service, RCC Holdings, Inc. Petition for Designation as an Eligible Telecommunications Carrier*, CC Docket 96-45, Order, DA 02-3181 (rel. Nov. 27, 2002).

² *In the Matter of High-Cost Universal Service Support, Federal-State Joint Board on Universal Service, Alltel Communications, Inc. et al. Petitions for Designation as Eligible Telecommunications Carriers, RCC Minnesota, Inc. and RCC Atlantic, Inc. New Hampshire ETC Designation Amendment*, WC Docket 05-337, CC Docket 96-45, Order, FCC 08-122 (rel. May 1, 2008). The effective date of the expanded designation is August 1, 2008. 73 Fed. Reg. 37882 (July 2, 2008).

III. RCC SATISFIES EACH OF THE COMMISSION'S ETC DESIGNATION REQUIREMENTS SET FORTH IN SECTION 54.202(a)

As set forth in the Commission's May 1, 2008 Order,³ a carrier designated in the Order must satisfy the eligibility requirements of 47 C.F.R. § 54.202(a) in its first annual report under Section 54.209 of the Commission's rules. RCC respectfully submits the following information relating to the 2008 Designated Area in satisfaction of this requirement.

A. RCC Commits To Provide Service Throughout Its Designated Area To All Customers Making A Reasonable Request For Service

Pursuant to Section 54.202(a)(1)(i) of the Commission's Rules, RCC commits to provide service throughout its 2008 Designated Area to all customers making a reasonable request for service. For purposes of evaluating the provision of service upon request from a potential customer within the 2008 Designated Area, RCC hereby certifies it will:

1. Provide service on a timely basis to requesting customers within the 2008 Designated Area where its network already serves the requesting customer's premises; and
2. Provide service within a reasonable period of time, if the potential customer's premises is located within the 2008 Designated Area, but outside its existing network coverage, if service can be provided at reasonable cost by:
 - (a) Modifying or replacing the requesting customer's equipment at the customer's premises;
 - (b) Deploying a roof-mounted antenna or other equipment at the customer's premises;
 - (c) Adjusting the nearest cell tower;
 - (d) Adjusting network or customer facilities;
 - (e) Reselling services from another carrier's facilities to provide service; or
 - (f) Employing, leasing or constructing an additional cell site, cell extender, repeater, or other similar equipment.

³ *Id.* at 29.

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If service cannot be offered at a reasonable cost using one of these options, RCC will report the unfulfilled service request to the Commission and describe how the Company attempted to provide service to the potential customer consistent with Section 54.209(a)(3) of the Commission's Rules.

B. RCC's Service Improvement Plan

RCC has prepared a five-year plan that describes with specificity proposed improvements or upgrades to its network serving the 2008 Designated Area ("Service Improvement Plan"). The projected service improvements for the 2008 Designated Area have been included within a single, updated Service Improvement Plan for all designated areas for the years 2008 through 2012. The Service Improvement Plan includes all information required by Section 54.202(a)(1)(ii) of the Commission's Rules on a wire center-by-wire center basis. The projected expenditures under the Service Improvement Plan are based on an estimate of receiving \$1,825,000 each year in federal high-cost universal service support over the five-year period. The Company's Service Improvement Plan is attached as **Confidential Exhibit A, Appendix A-4**.

RCC's Service Improvement Plan demonstrates how signal quality, coverage, capacity and emergency functionality will continue to improve due to the Company's receipt of federal high-cost universal service support; the estimated start date and completion date for each capital improvement project and the estimated amount of investment for each project that is funded by high-cost support; the specific geographic areas based on wire centers where the improvements will be made; and the estimated population that will be served as a result of the capital improvements. As reflected in **Confidential Exhibit A, Appendix A-4**, certain switching improvements are projected which will benefit customers in all areas served throughout the 2008

Designated Area.⁴ Because RCC's Service Improvement Plan identifies improvements or upgrades affecting every designated wire center and the projected capital expenditures identified in the Plan exceed the projected amount of universal service support to be received each year, RCC need not provide a further demonstration of how "funding will otherwise be used to further the provision of supported services" in areas not covered by a Service Improvement Plan.⁵

In all portions of the 2002 and 2008 Designated Areas, RCC will continue to utilize federal high-cost universal support for the provision, maintenance, and upgrading of facilities and service for which support is intended consistent with Section 254(e) of the Telecommunications Act of 1996 (the "Act") and Sections 54.7 and 54.202(a)(1)(ii) of the Commission's Rules.

C. RCC Has Adequately Prepared For Emergency Situations

RCC provides the following information regarding its ability to remain functional in emergency situations consistent with Section 54.202(a)(2) of the Commission's Rules. RCC has reasonable amounts of back-up power to provide functionality without an external power source, and has implemented industry practices to reroute traffic around damaged facilities and manage traffic spikes resulting from emergency situations.

1. Back-Up Power

RCC's network is engineered for a minimum of four (4) hours of battery standby power at each cell site. RCC also has the necessary equipment to allow a portable generator to be

⁴ Because a cell site is not located or projected to be constructed in each wire center due to signal propagation from an adjacent cell site, certain wire centers are not separately listed on **Confidential Exhibit A**. Yet, customers in all wire centers will be benefited by the projected switching improvements.

⁵ 47 C.F.R. § 54.202(a)(1)(ii).

connected to extend functionality without an external power source. RCC has 31 sites with permanent generators installed and eight (8) portable generators for transport to affected areas. The mobile switching center is equipped with battery backup systems engineered for a minimum of eight (8) hours of standby power, as well as equipped with dedicated automatic startup generators.

2. Rerouting of Traffic/Network Redundancy

RCC is capable of rerouting traffic around damaged facilities. Portions of RCC's network provide for overlapping coverage of cell sites which allows a neighboring site to provide service in the event of a cell site failure. RCC is also capable of deploying temporary base station and antenna systems and has a tower crew under contract. RCC also deploys a microwave transport network in a portion of its Alabama network, which provides an ability to change call routing translations. We believe these practices are reasonable and consistent with industry standards sufficient to demonstrate RCC's capability to reroute traffic around damaged facilities consistent with the Commission's rules.

3. Traffic Spikes

RCC has implemented reasonable industry practices to manage traffic spikes resulting from emergency situations. In order for a traffic spike to result in call blocking, the number of simultaneous calls must exceed the total number of voice paths available at one or more cell sites in a given area. The Company has engineered each cell site for capacity based on a standard of not more than two percent (2%) blocked calls during its average peak busy hour per day. When a sector approaches this level of utilization, RCC takes steps to increase call capacity. Similar to rerouting of traffic around damaged facilities, RCC also has the ability to manage traffic spikes through the deployment of temporary base station and antenna systems, as well as the ability to

change call routing translations. Thus, the Company has implemented reasonable practices to manage traffic spikes consistent with Section 54.202(a)(2) of the Commission's Rules.

D. RCC Satisfies Applicable Consumer Protection And Service Quality Standards Within Its Designated Service Area By Complying With the CTIA Consumer Code

RCC satisfies applicable consumer protection and service quality standards throughout its 2008 Designated Area. As set forth in Section 54.202(a)(3) of the Commission's Rules, a commitment by a wireless carrier to comply with the Cellular Telecommunications and Internet Association's ("CTIA") Consumer Code for Wireless Service ("Consumer Code") satisfies this requirement.

RCC is a voluntary signatory to the Consumer Code. Since adopting the Consumer Code, RCC has implemented the policies and practices required of signatories throughout its 2008 Designated Area. More specifically, RCC has implemented polices so that it:

- (1) Discloses rates and terms of service to consumers.
- (2) Makes available maps showing where service is generally available.
- (3) Provides contract terms to customers and confirms changes in service.
- (4) Allows a trial period for new service.
- (5) Provides specific disclosures in advertising.
- (6) Separately identifies carrier charges from taxes on billing statements.
- (7) Provides customers the right to terminate service for material changes to contract terms.
- (8) Provides ready access to customer service.
- (9) Promptly responds to consumer inquiries and complaints received from government agencies.
- (10) Abides by policies for protection of customer privacy.

Each Company retail store location is required to maintain and correctly post Consumer Code-related documents. On an ongoing basis, RCC internally monitors its compliance with certain aspects of the Consumer Code, with validation of its overall compliance at least annually. RCC's monitoring includes such matters as reviewing required documentation (i.e., rate plan collateral, disclosures, coverage maps, advertisements and billing statements), testing processes and observing point of sale practices to validate compliance with the principles, disclosures and practices set forth in the Consumer Code.

E. RCC Offers A Local Usage Plan Comparable To The Service Offerings Of The Incumbent LECs Serving The Company's 2008 Designated Area

RCC offers a local usage plan comparable to the service offerings of the incumbent LECs serving its 2008 Designated Area consistent with Section 54.202(a)(4) of the Commission's Rules. Local usage is defined in Section 54.101(a)(2) as "an amount of minutes of use of exchange service, prescribed by the Commission, provided free of charge to end users." Rather than adopt a requirement to provide a specific amount of local usage, the Commission required a competitive ETC to provide at least one service offering that contains an amount of local usage that is comparable to the local usage offered by the incumbent LEC.⁶ Thus, this rule requires a comparison of the amount of local minutes in a competitive ETC's plan versus an incumbent LEC's plan, recognizing that a plan with a lower number of minutes but a larger local calling area may be "comparable" to a plan with more minutes within a smaller local calling area.⁷

⁶ *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, FCC 05-46, ¶ 33 (rel. March 17, 2005) ("*March 17 Order*") (In the *First Report and Order*, the Commission determined that an ETC should provide some minimum amount of local usage as part of its "basic service" package of supported services, but declined to specify the exact amount of local usage required. Comparable local usage does not mandate unlimited local calling.).

⁷ *Id.*

RCC offers customers within the 2008 Designated Area a variety of service plans with varying amounts of local usage, including a plan with unlimited local usage. A copy of RCC's rate plan brochures for its service plans currently available in the 2008 Designated Area, including the amount of local usage for each plan, is attached as **Exhibit B**. Moreover, RCC currently makes available the "Community Connection Plan" in Alabama, which includes unlimited anytime minutes at a monthly rate of \$35.00. The unlimited local usage available with this plan would be comparable to an incumbent wireless carrier. Each plan includes, at a minimum, all of the supported services required by Section 54.101(a)(1)-(9) of the Commission's Rules and is comparable to the service offerings of the incumbent LECs. Consistent with Section 54.202(a)(4), the amount of local usage available in RCC's generally available rate plans is comparable to that offered by the incumbent LECs in the 2008 Designated Areas.

F. RCC Acknowledges The Commission May Require It To Provide Equal Access In A Designated Area In The Event No Other ETC In the Service Area Is Providing Equal Access

Pursuant to Section 54.202(a)(5) of the Commission's Rules, RCC hereby acknowledges that the Commission, pursuant to 47 U.S.C. § 332(c)(8), may require it to provide equal access to long distance carriers in the event that no other eligible telecommunications carrier is providing equal access within one of the Company's 2008 Designated Area.

IV. RCC'S ANNUAL REPORTING IN ACCORDANCE WITH SECTION 54.209(b)

Section 54.209(b) of the Commission's Rules requires a common carrier previously designated by the Commission as an ETC to annually report certain additional information no

later than October 1 of each calendar year.⁸ RCC respectfully submits the following information for the period January 1, 2007 to December 31, 2007 in satisfaction of the Commission's annual reporting requirement.

A. RCC's Progress Report on its Service Improvement Plan

Section 54.209(a)(1) of the Commission's Rules requires an ETC to provide a progress report on its previously filed service quality improvement plan. RCC first developed a five-year Service Improvement Plan, which was filed with the Commission in August 2006 as part of the Company's first annual report and certification. RCC filed an updated five-year Service Improvement Plan in September 2007, as part of its 2007 annual report. The Service Improvement Plan included all information required by Section 54.402(a)(1)(ii) of the Commission's Rules on a wire center-by-wire center basis.

RCC's 2008 Progress Report on its updated Service Improvement Plan is attached as **Confidential Appendix A-1 to Exhibit A**. The Progress Report includes a map detailing the Company's progress toward meeting its plan targets, an explanation of how much universal service support was received and how it was used to improve signal quality, coverage or capacity, and an explanation regarding any network improvement targets that have not been fulfilled. The Progress Report is submitted at the wire center level. RCC will continue to utilize federal high-cost universal service support for the provision, maintenance, and upgrading of facilities and services for which the support is intended consistent with § 254(e) of the Telecommunications Act of 1996 (the "Act") and § 54.7 of the Commission's Rules.

⁸ Because the August 1, 2008 designation for the 2008 Designated Area became effective after the July 1-June 30 reporting period, this Annual Report does not include information relating to the newly-designated areas. Such information will be included for both the 2002 Designated Area and 2008 Designated Area in RCC's 2009 Annual Report.

B. Network Outages In Alabama Designated Area

Section 54.209(a)(2) of the Commission's Rules requires an ETC to annually report certain network outages within its designated area. The Rule specifically requires:

[d]etailed information on any outage, as that term is defined in 47 C.F.R. 4.5, of at least 30 minutes in duration for each service area in which an eligible telecommunications carrier is designated for any facilities it owns, operates, leases, or otherwise utilizes that potentially affect (i) [a]t least ten percent of the end users served in a designated service area; or (ii) [a] 911 special facility, as defined in 47 C.F.R. 4.5(e). Specifically, the eligible telecommunications carrier's annual report must include information detailing: (A) [t]he date and time of onset of the outage; (B) [a] brief description of the outage and its resolution; (C) [t]he particular services affected; (D) [t]he geographic areas affected by the outage; (E) [s]teps taken to prevent a similar situation in the future; and (F) [t]he number of customers affected.

The information required by Section 54.209(a)(2) concerning RCC's 2002 Designated Area is contained within **Confidential Exhibit C**.⁹ RCC has compiled and reported information for all outages of at least 30 minutes in duration occurring within its 2002 Designated Area that may potentially affect at least ten percent (10%) of its customers served in a service area. RCC cannot know for certain how many of its subscribers were affected or potentially affected by an outage, and so it has provided an estimate based on the number of its subscribers in the wire center where the facility affected by the outage is located.

C. Unfulfilled Requests For Service

Section 54.209(a)(3) of the Commission's Rules requires an ETC to annually report the number of requests for service from potential customers within the ETC's designated service areas that were unfulfilled during the past year. The filing must also detail how the ETC attempted to provide service to those potential customers as set forth in Section 54.202(a)(1)(i).

⁹ RCC has adopted a reporting period of July 1 through June 30. RCC's 2008 ETC Annual Report covers the period from July 1, 2007 through June 30, 2008 for the 2002 Designated Area.

The required information concerning RCC's unfulfilled requests for service within its 2002 Designated Area is contained in **Exhibit D**.

D. Complaints Per 1,000 Handsets Or Lines

Section 54.209(a)(4) of the Commission's Rules requires an ETC to annually report the number of complaints per 1,000 handsets or lines. The required information concerning the number of complaints per 1,000 handsets for RCC's 2002 Designated Area is contained in **Exhibit E**.

E. Certification Regarding Applicable Service Quality Standards And Consumer Protection Rules

Section 54.209(a)(5) of the Commission's Rules requires an ETC to certify that it is complying with applicable service quality standards and consumer protection rules. RCC's compliance with the terms and conditions of the CTIA Consumer Code meets this requirement. *See supra* Section III(D). RCC certifies it has complied and will continue to comply with the principles set forth therein.

F. Certification Regarding It is Able to Function In Emergency Situations

Section 54. 209(a)(6) of the Commission's Rules requires an ETC to certify that it is able to function in emergency situations as set forth in Section 54.202(a)(2). As noted above, RCC has a reasonable amount of back-up power to ensure functionality without an external power source, it is able to reroute traffic around damaged facilities, and it is capable of managing traffic spikes arising from emergency situations, all consistent with industry standards. *See supra* Section III(C). RCC certifies it is able to function in emergency situations as set forth in Section 54.202(a)(2).

G. Certification Regarding Its Provision Of A Comparable Local Usage Plan

Section 54.209(a)(7) of the Commission's Rules requires an ETC to certify it is offering a local usage plan comparable to the incumbent LEC in the relevant service area. As noted above, RCC has available many comparable service offerings in its 2002 Designated Area. *See supra* Section III(E). RCC certifies it offers and will continue to offer at least one comparable local usage plan as required by Section 54.209(a)(7).

H. Certification Regarding The Commission's Ability To Provide Equal Access

RCC hereby certifies that the Commission, pursuant to 47 U.S.C. § 332(c)(8), may require it to provide equal access to long distance carriers in the event that no other ETC is providing equal access within one of its Designated Area.

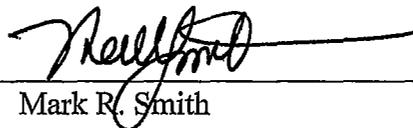
V. CONCLUSION

Based on the foregoing information, RCC respectfully requests the Commission to certify its eligibility to receive federal universal service support for calendar year 2009 in accordance with 47 C.F.R. §§ 54.313 and 54.314.

RCC MINNESOTA, INC.

Dated: September 26, 2008

By



Mark R. Smith

Assistant Secretary
RCC Minnesota, Inc.
One Verizon Place
Alpharetta, GA 30004-8511
(678) 338-5121

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)
Federal-State Joint Board on) CC Docket No. 96-45
Universal Service)

CERTIFICATION

The undersigned, Mark R. Smith, does hereby certify as follows:

1. I serve as Assistant Secretary of RCC Minnesota Inc.
2. This certification is submitted in support of the Company's 2008 ETC Annual Report and Certification in compliance with 47 C.F.R. §§ 54.202(b) and 54.209(b).
3. I have reviewed the 2008 ETC Certification and Annual Report and the facts stated therein, of which I have personal knowledge, are true and correct to the best of my present knowledge, information and belief.



Mark R. Smith
Assistant Secretary
RCC Minnesota, Inc.

Subscribed and sworn to before me
this 24 day of September, 2008.

(NOTARY SEAL)



Notary Public

KATHIE H. SMITH
Notary Public, Cobb County, Georgia
My Commission Expires February 6, 2011

SUMMARY OF EXHIBITS

Confidential Exhibit A – Service Improvement Plan for the 2008 Designated Area and Progress Report for the 2002 Designated Area.

Exhibit B – RCC's Service Plans in Alabama

Confidential Exhibit C – Outage Report for July 1, 2007 – June 30, 2008

Exhibit D – Unfulfilled Requests for Service for July 1, 2007 – June 30, 2008

Exhibit E – Complaints Per 1,000 Handsets or Lines for July 1, 2007 – June 30, 2008

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CONFIDENTIAL EXHIBIT A

**RCC SERVICE IMPROVEMENT PLAN
FOR THE 2008 DESIGNATED AREA
AND PROGRESS REPORT FOR THE 2002 DESIGNATED AREA**

STATE OF ALABAMA

**THIS EXHIBIT IS WITHHELD FROM THE PUBLIC COPY AS THE FILER HAS
REQUESTED CONFIDENTIAL TREATMENT**

FAMILY

FAMILY

	1800	2400	3000	4000
	\$70	\$80	\$110	\$140
	Included			
	\$35	\$30	\$25	\$20
	\$40	\$40	\$40	\$40
	\$50	\$50	\$50	\$50

ADDITIONAL LINK LINES

	Stores anytime minutes of Family plan
	\$20/line up to 3 additional lines
	Included
	\$30

INCLUDED FEATURES

- Unlimited Picture2Go
- Stay For the Message
- Detailed Billing
- Nationwide Long Distance
- Voice Mail Basic
- Premium Browsing
- Caller ID
- Call Forwarding
- Call Forwarding
- Conference Calling

LOCAL

LOCAL

	400	600	1200	1400	2500	4500
	1000	1000	1000	1000	1000	1000
	\$35	\$40	\$50	\$70	\$100	\$150
	\$40	\$45	\$55	\$75	\$105	\$155
	\$35	\$30	\$25	\$20	\$15	\$15
	\$40	\$40	\$40	\$40	\$40	\$40
	\$50	\$50	\$50	\$50	\$50	\$50

ADDITIONAL LINK LINES

	Stores anytime minutes of Local plan
	Adds 1,000 minutes to plan with local plan
	\$20/line up to 3 additional lines
	\$25/line up to 3 additional lines
	\$30

INCLUDED FEATURES

- Unlimited Picture2Go
- Stay For the Message
- Detailed Billing
- Nationwide Long Distance
- Voice Mail Basic
- Premium Browsing
- Caller ID
- Call Forwarding
- Call Forwarding
- Conference Calling

NATIONWIDE

TRUE NATIONWIDE

	300	600	800	1200	2000	4000
	\$60	\$80	\$90	\$90	\$90	\$90
	\$35	\$40	\$50	\$70	\$100	\$150
	\$40	\$45	\$55	\$75	\$105	\$155
	\$35	\$30	\$25	\$20	\$15	\$15
	\$50	\$50	\$50	\$50	\$50	\$50

ADDITIONAL LINK LINES

	Stores anytime minutes of National plan
	Adds 500 minutes to plan with national plan
	\$20/line up to 3 additional lines
	\$25/line up to 3 additional lines
	\$30

INCLUDED FEATURES

- Unlimited Picture2Go
- Stay For the Message
- Detailed Billing
- Nationwide Long Distance
- Voice Mail Basic
- Premium Browsing
- Caller ID
- Call Forwarding
- Call Forwarding
- Conference Calling

OPTIONAL FEATURES

UTEXT™
 UText makes it easy to send, receive and store short text messages using your United phone. It costs a few cents to send a text message to another wireless phone, just use the recipient's 10-digit number, type and send. The cost for your own short address for your phone as you can receive short messages with no fee. Your 10-digit number is your address so it's easy to remember. 724.867.8500/utext.com

By at last! - only 10¢ to send a message and free receiving or check these rates of the packages below. Send 3 texts or you're sending lots, or send your list of 10-cents for your phone and even carry your own agenda!

UText 300 \$7.00/month
 UText 600 \$12.00/month
 UText Unlimited \$15.00/month

Our UText packages include unlimited free incoming text messages and 20¢ average.

PICTURE2GO™
 Send and receive pictures of the exact people, your cute kids, your pet, out instant. Show the most perfect moment you've ever seen. With your Picture2Go Mobile Library you can store, send and send pictures online. Just log onto United's Mobile Library at www.ual.com/1002go/feature2go to see the amazing details for your United camera phone.

Visit today - only 25¢ to send a picture and free receiving or check these rates of the packages below.

UText 100, Pictures2Go 50 & Data Pack 2MB* \$3.00/month
 UText 300, Pictures2Go 100 & Data Pack 5MB* \$15.00/month
 UText 600, Pictures2Go 200 & Data Pack 10MB* \$29.00/month
 Unlimited UText, Unlimited Pictures2Go & Unlimited Data* \$30.00/month

* All Pictures2Go and UText packages include unlimited free incoming messages. Additional data charges may apply for local and national picture messages. Text 20¢ average. Data Pack 10MB* only. On select select packages to \$10/MB.

PREMIUM BROWSING
 Just click the web browser on your United phone to access world's greatest and download your favorite content, get the latest online stories or movie clips at your local libraries. DOWNLOAD or select one of the Data Packs below.

DATA PACK
 These options come along with our unlimited plans, regional, graphics, come forward and more, and while sending and receiving multimedia messages from your United phone.

Data Pack 2MB (average) \$2.00/month
 Data Pack 5MB (average) \$5.00/month
 Data Pack 10MB (average) \$10.00/month
 Data Pack Unlimited (average) \$15.00/month
 Data Pack Unlimited (average) \$30.00/month

* On select select packages to \$10/MB.

SERVICE NOTES

Our service is provided by our wireless service agreement. Rob Service
Terms and Conditions and a Usage Plan detail. Additional charges
will be applied for each line of service for the following: to help
Unicel Wireless comply with federal and state regulatory
obligations and to prevent fraud, (1) if roaming charges do
not apply, roaming charges apply for a minimum period of 30
days beginning on the first day of service for the line of service
or until the end of the service activation period. (2) Service
activation requires a 30-day activation period and may require a 30-day
activation period for applicable lines of service. (3) Service
activation is subject to federal, state and local taxes and surcharges apply. A
30-day activation period may apply to some lines of service. Other
customer must meet applicable legal requirements and have
positive ID user address in the United States. (4) Service
features and service are not available in all areas and may vary due
to interference, topography and other conditions. Unicel reserves
the right to change or withdraw these offers at any time. Other
restrictions apply. See more for details and service terms and
conditions. (5) Service is provided by Verizon.

This map shows Unicel's approximate outdoor GSM coverage
area. This map is not a guarantee of service. Coverage may differ from map
coverage and coverage may be affected by terrain, weather, foliage,
buildings and other construction, signal strength, customer
equipment, system configuration and other factors. This map
may vary from maps based upon different wireless
technologies, including those used by other wireless carriers. Map
coverage is not a guarantee of service or performance. Unicel and
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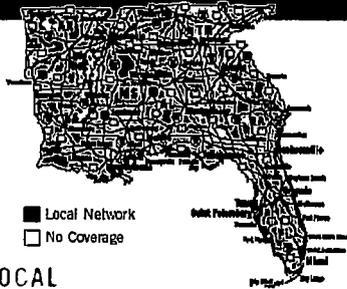


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OPTIONAL FEATURES



LOCAL

Anytime Minutes (Pay Per Use Pricing)	200	300
Monthly Access	\$20	\$25
Coverage/Minute	\$.40	\$.40
National Roaming/Min. (Pay Per Use Pricing)	\$.40	\$.40
Canada Roaming/Min. (Pay Per Use Pricing)	\$.50	\$.50



NATIONAL

Anytime Minutes (Pay Per Use Pricing)	150	250
Monthly Access	\$25	\$30
Coverage/Minute	\$.40	\$.40
Canada Roaming/Min. (Pay Per Use Pricing)	\$.50	\$.50

INCLUDED FEATURES Both Local & National

- UText/Pictures2Go (Pay Per Use Messaging)
- Detailed Billing
- Nationwide Long Distance
- Premium Browsing
- Caller ID
- Call Waiting
- Call Forwarding
- Conference Calling

GSM Unicef to Unicef Unlimited	.....	\$2.00/month
Handset Insurance	.....	\$4.00/month
International Calling	.....	\$4.00/month
Parental Control	.....	\$3.00/month
Voice Mail Basic	.....	\$2.00/month
Voice Mail Enhanced	.....	\$4.00/month

Info2Go

UTEXT
 UText makes it easy to send, receive and store short text messages using your Unicef phone. To send a text message to another wireless phone, just use the recipient's 10-digit number, type and send. You even get your own email address for your phone so you can receive short emails while on the go. Your 10-digit number is your address so it's easy to remember: 1234567890@utext.com

Try it today - only 10¢ to send a message and free incoming or choose from one of the packages below. Send a note if you're running late, or email your list of to-dos to your phone and never carry paper notes again!

UText 300	.....	\$7.00/month
UText 800	.....	\$10.00/month
UText Unlimited	.....	\$15.00/month

(All UText packages include unlimited free incoming text messages and 20¢ coverage.)

PICTURES2GO
 Send and receive pictures of the new puppy, your cute kids, your latest haircut. Share the most perfect sunset you've ever seen. With your Pictures2Go Media Library you can store, sort and send pictures online. Just log onto Unicef's Media Library at www.unicef.com/info2go/pictures2go to use the multimedia tools for your Unicef camera phone.

Try it today - only 25¢ to send a picture and free incoming or choose from one of the packages below

UText 100, Pictures2Go 50 & Data Pack 2MB*	.....	\$9.00/month
UText 300, Pictures2Go 100 & Data Pack 5MB*	.....	\$15.00/month
UText 800, Pictures2Go 200 & Data Pack 10MB*	.....	\$23.00/month

Unlimited Utext, Unlimited Pictures2Go & Unlimited Data*\$30.00/month
 * (All Pictures2Go and UText packages include unlimited free incoming messages. Additional data charges may apply to send and receive picture messages and 20¢ coverage. Data Pack is 'on network' only. On a roamed network coverage is \$.01/KB.)

PREMIUM BROWSING
 Just select the web browser in your Unicef phone to access mobile websites and download your favorite content, get the latest weather forecast or movie times at your local theatres. \$.01/KB or select one of the Data Packs below.

DATA PACK
 These options cover charges incurred while downloading games, ringtones, graphics, news headlines and more, and while sending and receiving multimedia messages from your Unicef phone.

Data Pack 2MB (on network)	.....	\$2.00/month
Data Pack 5MB (on network)	.....	\$5.00/month
Data Pack 10MB (on network)	.....	\$10.00/month
Data Pack Unlimited (on network)	.....	\$15.00/month
Data Pack Unlimited (off) & 10MB (on)	.....	\$30.00/month

Non-landline network coverage @ \$.0350/KB

SERVICE NOTES

PLEASE REFER TO TERMS OF SERVICE FOR COMPLETE DETAILS. THIS SERVICE IS PROVIDED ON AN "AS IS" BASIS. UNICEL IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PHONE OR EQUIPMENT. UNICEL IS NOT RESPONSIBLE FOR ANY LOSS OF DATA. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE CHANGES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE DISCONTINUATIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE REVISIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE IMPROVEMENTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ENHANCEMENTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE UPDATES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE MODIFICATIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE TWEAKS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE TUNING. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE OPTIMIZATIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE CONFIGURATIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE SETTINGS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PARAMETERS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE VARIABLES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE CONSTANTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE FUNCTIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PROCEDURES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ALGORITHMS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE LOGIC. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE FLOWCHARTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE DIAGRAMS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE SCHEMATICS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE BLUEPRINTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE DRAWINGS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE MODELS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PROTOTYPES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE TESTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE TRIALS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE DEMOS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PRESENTATIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE SHOWS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PERFORMANCES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ACTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ARTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE CRAFTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE TRADES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE INDUSTRIES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE OCCUPATIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE CAREERS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE JOBS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE POSITIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ROLES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE RESPONSIBILITIES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE DUTIES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE TASKS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ASSIGNMENTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PROJECTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE INITIATIVES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PROGRAMS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE SCHEMES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE DESIGNS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PLANS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE STRATEGIES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE TACTICS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE POLICIES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PROCEDURES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE RULES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE LAWS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE REGULATIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE STANDARDS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE CODES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ORDINANCES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE DECREES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE STATUTES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ACTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ORDINANCES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE DECREES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE STATUTES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ACTS.

THIS AND OTHER UNICEL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. UNICEL IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PHONE OR EQUIPMENT. UNICEL IS NOT RESPONSIBLE FOR ANY LOSS OF DATA. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE CHANGES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE DISCONTINUATIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE REVISIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE IMPROVEMENTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ENHANCEMENTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE UPDATES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE MODIFICATIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE TWEAKS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE TUNING. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE OPTIMIZATIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE CONFIGURATIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE SETTINGS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PARAMETERS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE VARIABLES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE CONSTANTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE FUNCTIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PROCEDURES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ALGORITHMS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE LOGIC. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE FLOWCHARTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE DIAGRAMS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE SCHEMATICS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE BLUEPRINTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE DRAWINGS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE MODELS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PROTOTYPES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE TESTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE TRIALS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE DEMOS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PRESENTATIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE SHOWS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PERFORMANCES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ACTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ARTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE CRAFTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE TRADES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE INDUSTRIES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE OCCUPATIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE CAREERS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE JOBS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE POSITIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ROLES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE RESPONSIBILITIES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE DUTIES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE TASKS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ASSIGNMENTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PROJECTS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE INITIATIVES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PROGRAMS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE SCHEMES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE DESIGNS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PLANS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE STRATEGIES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE TACTICS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE POLICIES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE PROCEDURES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE RULES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE LAWS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE REGULATIONS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE STANDARDS. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE CODES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ORDINANCES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE DECREES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE STATUTES. UNICEL IS NOT RESPONSIBLE FOR ANY SERVICE ACTS.



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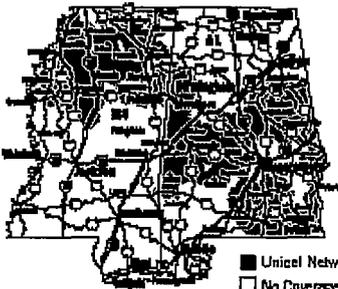
OPTIONAL FEATURES

Ready to replace your home phone or the phone for the person with an active lifestyle? **Unical Unlimited** calling gives you the peace of mind to talk whenever you want without incurring storage charges. With **Unical Unlimited** you also receive unlimited text messaging and nationwide long distance.

Stay in touch with the weather while on the go. We recommend you add **Data Pack Unlimited** to satisfy all your browsing and picture needs.

\$50 MONTHLY ACCESS INCLUDES

- Unlimited Calling from the Unical Network
- Unlimited UText Messaging
- Long Distance to all 50 States and \$3.20/min to Canada and Mexico
- Access to Ringtones, Games, Graphics and More
- Voice Mail Basic
- Caller ID, Conference Calling and Call Waiting



Unical Network
 No Coverage and no Roaming*

Voice Features

- Voice Mail Enhanced** \$4.00/month
Voice Mail Enhanced offers features over and above all Voice Mail Basic options. A larger mailbox, more greetings and broadcast lists are advanced features that make Voice Mail Enhanced a valuable choice.
- Detailed Billing** \$2.00/month
Provides itemized detail for all voice and data calls made and received from your Unical phone.
- International Calling** \$4.00/month
Call 47 eligible countries at 35¢ per minute. Canada and Mexico at just 10¢ per minute on the Unical network.

*For those needing to travel and stay in touch in more areas, Unical offers expanded coverage areas with our Local and True Nationwide plans.

Protection Features

- Handset Insurance** \$4.00/month
Handset protection in the event your phone is lost, stolen or damaged.
- Parental Control** \$3.00/month
Puts you in control to restrict all data usage from your phone on the Unical network. UText Messaging is still enabled.

Mobile

PREMIUM BROWSING

Just select the web browser in your Unical phone to access mobile websites and download your favorite content, get the latest weather forecast or movie times at your local theater. \$3.00/KB or select one of the Data Packs below.

PICTURES2GO™

Send and receive pictures of the new puppy, your cute kids, your latest haircut, those fun vacation pictures you've just taken. With your Pictures2Go Media Library you can store, sort and send pictures online. Just log onto Unical's Media Library at www.unical.com/1to2go/pictures2go to use the multimedia tools for your Unical camera phone.

- Unlimited Pictures2Go** \$0.00/month
*Additional data charges may apply to send and receive picture messages.

DATA PACK

These options cover charges incurred while downloading games, ringtones, graphics, news headlines and more, and while sending and receiving multimedia messages from your Unical phone.

- Data Pack 2MB (weekend)** \$2.00/month
- Data Pack 5MB (weekend)** \$5.00/month
- Data Pack 10MB (weekend)** \$10.00/month
- Data Pack Unlimited (weekend)** \$16.00/month

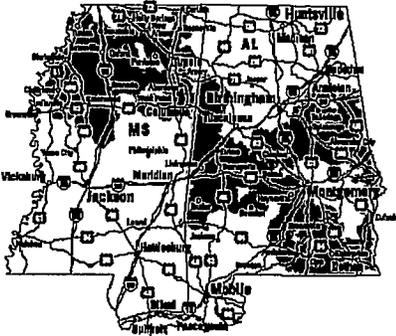
Mail2Go

Mail2Go from Unical is the mobile mail solution that gives you real-time connectivity through a wireless device, to email, calendar, file attachments and more. With Mail2Go, no matter where you are, you have the freedom to respond to customers, coworkers, family and other important contacts.

- Mail2Go Personal (on network*)** \$35
- Mail2Go Professional (on network*)** \$40
- Mail2Go Enterprise (on network*)** \$40

*On-network coverage is \$3.00/KB.

COMMUNITY CONNECTION RATE PLAN



■ Unlimited Coverage

Monthly Access	\$35.00
Average Minutes	Unlimited
Local Calling Area (Alabama and Mississippi) (المنطقة المحلية - ألاباما و مسيسيبي)	0¢/minute (when calling to AL & MS)
Included Features	<input checked="" type="checkbox"/> Caller ID

UNICEL
THE WAY WIRELESS SHOULD BE

SERVICE NOTES

Offers subject to terms of wireless service agreement. Data Services Terms and Conditions and Billing Information apply. Additional charges will be included in each bill. Rates subject to change. Unicef may be subject to compliance with federal and state regulatory commissions, as follows: 47 CFR 1.401, 1.402, 1.403, 1.404, 1.405, 1.406, 1.407, 1.408, 1.409, 1.410, 1.411, 1.412, 1.413, 1.414, 1.415, 1.416, 1.417, 1.418, 1.419, 1.420, 1.421, 1.422, 1.423, 1.424, 1.425, 1.426, 1.427, 1.428, 1.429, 1.430, 1.431, 1.432, 1.433, 1.434, 1.435, 1.436, 1.437, 1.438, 1.439, 1.440, 1.441, 1.442, 1.443, 1.444, 1.445, 1.446, 1.447, 1.448, 1.449, 1.450, 1.451, 1.452, 1.453, 1.454, 1.455, 1.456, 1.457, 1.458, 1.459, 1.460, 1.461, 1.462, 1.463, 1.464, 1.465, 1.466, 1.467, 1.468, 1.469, 1.470, 1.471, 1.472, 1.473, 1.474, 1.475, 1.476, 1.477, 1.478, 1.479, 1.480, 1.481, 1.482, 1.483, 1.484, 1.485, 1.486, 1.487, 1.488, 1.489, 1.490, 1.491, 1.492, 1.493, 1.494, 1.495, 1.496, 1.497, 1.498, 1.499, 1.500, 1.501, 1.502, 1.503, 1.504, 1.505, 1.506, 1.507, 1.508, 1.509, 1.510, 1.511, 1.512, 1.513, 1.514, 1.515, 1.516, 1.517, 1.518, 1.519, 1.520, 1.521, 1.522, 1.523, 1.524, 1.525, 1.526, 1.527, 1.528, 1.529, 1.530, 1.531, 1.532, 1.533, 1.534, 1.535, 1.536, 1.537, 1.538, 1.539, 1.540, 1.541, 1.542, 1.543, 1.544, 1.545, 1.546, 1.547, 1.548, 1.549, 1.550, 1.551, 1.552, 1.553, 1.554, 1.555, 1.556, 1.557, 1.558, 1.559, 1.560, 1.561, 1.562, 1.563, 1.564, 1.565, 1.566, 1.567, 1.568, 1.569, 1.570, 1.571, 1.572, 1.573, 1.574, 1.575, 1.576, 1.577, 1.578, 1.579, 1.580, 1.581, 1.582, 1.583, 1.584, 1.585, 1.586, 1.587, 1.588, 1.589, 1.590, 1.591, 1.592, 1.593, 1.594, 1.595, 1.596, 1.597, 1.598, 1.599, 1.600, 1.601, 1.602, 1.603, 1.604, 1.605, 1.606, 1.607, 1.608, 1.609, 1.610, 1.611, 1.612, 1.613, 1.614, 1.615, 1.616, 1.617, 1.618, 1.619, 1.620, 1.621, 1.622, 1.623, 1.624, 1.625, 1.626, 1.627, 1.628, 1.629, 1.630, 1.631, 1.632, 1.633, 1.634, 1.635, 1.636, 1.637, 1.638, 1.639, 1.640, 1.641, 1.642, 1.643, 1.644, 1.645, 1.646, 1.647, 1.648, 1.649, 1.650, 1.651, 1.652, 1.653, 1.654, 1.655, 1.656, 1.657, 1.658, 1.659, 1.660, 1.661, 1.662, 1.663, 1.664, 1.665, 1.666, 1.667, 1.668, 1.669, 1.670, 1.671, 1.672, 1.673, 1.674, 1.675, 1.676, 1.677, 1.678, 1.679, 1.680, 1.681, 1.682, 1.683, 1.684, 1.685, 1.686, 1.687, 1.688, 1.689, 1.690, 1.691, 1.692, 1.693, 1.694, 1.695, 1.696, 1.697, 1.698, 1.699, 1.700, 1.701, 1.702, 1.703, 1.704, 1.705, 1.706, 1.707, 1.708, 1.709, 1.710, 1.711, 1.712, 1.713, 1.714, 1.715, 1.716, 1.717, 1.718, 1.719, 1.720, 1.721, 1.722, 1.723, 1.724, 1.725, 1.726, 1.727, 1.728, 1.729, 1.730, 1.731, 1.732, 1.733, 1.734, 1.735, 1.736, 1.737, 1.738, 1.739, 1.740, 1.741, 1.742, 1.743, 1.744, 1.745, 1.746, 1.747, 1.748, 1.749, 1.750, 1.751, 1.752, 1.753, 1.754, 1.755, 1.756, 1.757, 1.758, 1.759, 1.760, 1.761, 1.762, 1.763, 1.764, 1.765, 1.766, 1.767, 1.768, 1.769, 1.770, 1.771, 1.772, 1.773, 1.774, 1.775, 1.776, 1.777, 1.778, 1.779, 1.780, 1.781, 1.782, 1.783, 1.784, 1.785, 1.786, 1.787, 1.788, 1.789, 1.790, 1.791, 1.792, 1.793, 1.794, 1.795, 1.796, 1.797, 1.798, 1.799, 1.800, 1.801, 1.802, 1.803, 1.804, 1.805, 1.806, 1.807, 1.808, 1.809, 1.810, 1.811, 1.812, 1.813, 1.814, 1.815, 1.816, 1.817, 1.818, 1.819, 1.820, 1.821, 1.822, 1.823, 1.824, 1.825, 1.826, 1.827, 1.828, 1.829, 1.830, 1.831, 1.832, 1.833, 1.834, 1.835, 1.836, 1.837, 1.838, 1.839, 1.840, 1.841, 1.842, 1.843, 1.844, 1.845, 1.846, 1.847, 1.848, 1.849, 1.850, 1.851, 1.852, 1.853, 1.854, 1.855, 1.856, 1.857, 1.858, 1.859, 1.860, 1.861, 1.862, 1.863, 1.864, 1.865, 1.866, 1.867, 1.868, 1.869, 1.870, 1.871, 1.872, 1.873, 1.874, 1.875, 1.876, 1.877, 1.878, 1.879, 1.880, 1.881, 1.882, 1.883, 1.884, 1.885, 1.886, 1.887, 1.888, 1.889, 1.890, 1.891, 1.892, 1.893, 1.894, 1.895, 1.896, 1.897, 1.898, 1.899, 1.900, 1.901, 1.902, 1.903, 1.904, 1.905, 1.906, 1.907, 1.908, 1.909, 1.910, 1.911, 1.912, 1.913, 1.914, 1.915, 1.916, 1.917, 1.918, 1.919, 1.920, 1.921, 1.922, 1.923, 1.924, 1.925, 1.926, 1.927, 1.928, 1.929, 1.930, 1.931, 1.932, 1.933, 1.934, 1.935, 1.936, 1.937, 1.938, 1.939, 1.940, 1.941, 1.942, 1.943, 1.944, 1.945, 1.946, 1.947, 1.948, 1.949, 1.950, 1.951, 1.952, 1.953, 1.954, 1.955, 1.956, 1.957, 1.958, 1.959, 1.960, 1.961, 1.962, 1.963, 1.964, 1.965, 1.966, 1.967, 1.968, 1.969, 1.970, 1.971, 1.972, 1.973, 1.974, 1.975, 1.976, 1.977, 1.978, 1.979, 1.980, 1.981, 1.982, 1.983, 1.984, 1.985, 1.986, 1.987, 1.988, 1.989, 1.990, 1.991, 1.992, 1.993, 1.994, 1.995, 1.996, 1.997, 1.998, 1.999, 2.000.

This map shows Unicef's approximate cellular GSM coverage through 12/31/07. The actual coverage may differ from map graphics and coverage may be affected by terrain, weather, foliage, buildings and other construction, signal strength, other equipment, system availability and other factors. This map may vary from maps based upon different wireless technologies, including those offered by other wireless carriers. Map coverage includes roaming coverage from our partner networks. Unicef is not responsible for network performance in these areas. Unicef reserves the right to modify this map at any time without notice and does not guarantee coverage or service availability.



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PUBLIC VERSION – CONFIDENTIAL VERSION FILED UNDER SEPARATE COVER

CONFIDENTIAL EXHIBIT C
OUTAGE REPORT FOR THE STATE OF ALABAMA

2002 DESIGNATED AREA
July 1, 2007 through June 30, 2008

See attached Appendix C

**THIS EXHIBIT IS WITHHELD FROM THE PUBLIC COPY AS THE FILER HAS
REQUESTED CONFIDENTIAL TREATMENT**

EXHIBIT D

**UNFULFILLED REQUESTS FOR SERVICE
STATE OF ALABAMA**

**ALABAMA 2002 DESIGNATED AREA
July 1, 2007 through June 30, 2008**

Number of Unfulfilled Requests
for Service Within Designated Area

Description of How Service
Was Attempted

Service Location		City	Description of Attempts to Provide Service
Address			
1.	5199 Old Fayetteville	Sylacauga	Completed six-step process to determine coverage solution; This location is approximately 6.5 miles west of RCC's Sylacauga site. A new site with an estimated cost of \$300,000 would need to be constructed in order to provide service and would benefit approximately 1,700 POPs. No available USF support. RCC currently has a 2011 site projected to resolve this request.
2.	720 Cedar Creek Rd	Sylacauga	Completed six-step process to determine coverage solution; This location is approximately 10 miles west of RCC's Sylacauga site. A new site with an estimated cost of \$300,000 would need to be constructed in order to provide service and would benefit approximately 1,700 POPs. No available USF support. RCC currently has a 2011 site projected to resolve this request.
3.	6227 2nd Ave	Thomaston	Completed six-step process to determine coverage solution; This location is approximately 10 miles east of RCC's Linden site. A new site with an estimated cost of \$200,000 would need to be constructed in order to provide service and would benefit approximately 400 POPs. No available USF support. RCC will keep the request on file for potential future builds as additional USF support becomes available.

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4.	511 Cnty Rd 6629	Banks	Completed six-step process to determine coverage solution; This location is approximately 4.5 miles northeast of RCC's Troy South site. The area is also 7 miles north of RCC's Brundidge site and 8 miles east of RCC's Troy site. The area is sparsely populated and covered primarily with planted timber. The Troy South site is a two-sectored 1900 MHz site that would need to be changed to a three-sectored 850 MHz site in order to provide service. Approximate cost is \$50,000 which would benefit approximately 225 POPs. No available USF support. RCC will keep the request on file for potential future updates as additional USF support becomes available.
5.	4305 County Rd	Banks	Completed six-step process to determine coverage solution; This location is approximately 4.5 miles northeast of RCC's Troy South site. The area is also 7 miles north of RCC's Brundidge site and 8 miles east of RCC's Troy site. The area is sparsely populated and covered primarily with planted timber. The Troy South site is a two-sectored 1900 MHz site that would need to be changed to a three-sectored 850 MHz site in order to provide service. Approximate cost is \$50,000 which would benefit approximately 225 POPs. No available USF support. RCC will keep the request on file for potential future updates as additional USF support becomes available.
6.	131 Tening Rd	Samson	Completed six-step process to determine coverage solution; This location is approximately 6 miles east of RCC's Samson site. The area is sparsely populated with an even mix of farm land and timber but is seeing an increase in residential construction. A new site with an approximate cost of \$175,000 would need to be constructed in order to provide service. No available USF support. RCC will keep the request on file for potential future builds as additional USF support becomes available.

EXHIBIT E

COMPLAINTS PER 1,000 HANDSETS
WITHIN 2002 DESIGNATED AREA IN ALABAMA

ALABAMA 2002 DESIGNATED AREA

Reporting Period: July 1, 2007 to June 30, 2008

Complaints per 1,000 lines: 0.05

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