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March 30, 2012

Via ECFS

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: T-Mobile USA Inc. Eligible Telecommunications Carrier Annual Report and
Certifications (North Carolina)
WC Docket No. 10-90

Dear Ms. Dortch:

On behalf of T-Mobile USA, Inc. (“T-Mobile”) and pursuant to Section 54.313 of the Commission’s rules,¹ enclosed please find the redacted, public version of T-Mobile’s Eligible Telecommunications Carrier Annual Report and Certifications (“Annual Report”) relating to its designation as an eligible telecommunications carrier in certain areas in North Carolina. A confidential version of the Annual Report also is being submitted to your office under separate cover, including a request for confidential treatment pursuant to Section 0.459 of the Commission’s rules.²

If you have any questions regarding this filing, please contact the undersigned.

Very truly yours,

/s/ Jennifer L. Kostyu

Jennifer L. Kostyu
Counsel to T-Mobile USA, Inc.

Enclosures

¹ 47 C.F.R. § 54.313.

² *Id.* § 0.459.

**T-MOBILE USA, INC. ELIGIBLE TELECOMMUNICATIONS CARRIER
ANNUAL REPORT AND CERTIFICATIONS**

Filed Pursuant To:
47 C.F.R. § 54.313
WC Docket No. 10-90

April 1, 2012

T-Mobile USA, Inc., parent company to SunCom Wireless, Inc., a wholly-owned subsidiary of T-Mobile USA, Inc. (collectively referred to and doing business as “T-Mobile”) hereby submits its Annual Report and Certifications (“Annual Report”), pursuant to 47 C.F.R. § 54.313 on behalf of its Eligible Telecommunications Carrier (“ETC”) designation in North Carolina for Universal Service Administrative Company (“USAC”) assigned study area code 239005.¹ In the *T-Mobile ETC Order*, the Commission designated T-Mobile as an ETC, pursuant to 47 U.S.C. § 214(e)(6), in certain non-rural telephone company wire centers and rural telephone company study areas in North Carolina for purposes of receiving federal universal service support. Attached as Exhibit A is a list of the non-rural telephone company wire centers and the rural telephone company study areas included in T-Mobile’s ETC service area.

1. Progress Report on Service Improvement Plan

47 C.F.R. § 54.313(a)(1) requires that an ETC submit a progress report on its five-year service quality improvement plan (“SIP”) pursuant to 47 C.F.R. §54.202(a), including maps detailing its progress towards meeting its plan targets, an explanation of how much universal service support was received and how it was used to improve service

¹ In the Matter of High Cost Universal Service Support, Federal-State Joint Board on Universal Service, *Order*, FCC 08-122 (rel. May 1, 2008) (“*T-Mobile ETC Order*”). T-Mobile acquired SunCom Wireless, Inc. (“SunCom”) in 2008 and became the successor-in-interest to SunCom’s ETC designations and applications.

quality, coverage, or capacity, and an explanation regarding any network improvement targets that have not been fulfilled in the prior calendar year. Attached as Confidential Exhibit B is T-Mobile's progress report providing an update to its previously filed SIP for its North Carolina ETC operations. As demonstrated in the progress report, T-Mobile's network expenditures in 2011 greatly exceeded the annual universal service support it received. T-Mobile has completed several projects that increase its coverage in rural areas of North Carolina and improving customer experience through signal quality, capacity, and other network enhancements. In addition, T-Mobile invested approximately \$2.7 billion in 2011, primarily in expanding deployment of its HSPA+ (4G) network.

Confidential Exhibit B also includes an updated SIP commencing in 2012 and going through 2016, which is currently projected to be the final year of the phase down of CETC legacy support for T-Mobile.² As demonstrated in the SIP, T-Mobile's projected expenditures are anticipated to greatly exceed projected annual universal service support and include projects aimed at increasing its coverage in rural areas of North Carolina and improving customer experience through signal quality, capacity and other network enhancements.³ Additionally, T-Mobile recently announced that announced it will invest \$4 billion in total to strengthen its 4G network and engage in a significant spectrum re-farming effort which will allow the deployment of long-term evolution (LTE) service in 2013.

2. Network Outages

² *In the Matter of Connect America Fund, Report and Order and Further Notice of Proposed Rulemaking*, FCC 11-161 at para. 519, released November 18, 2011 ("USF/ICC Transformation Order").

³ See 47 C.F.R. § 54.313(a)(1).

47 C.F.R. § 54.313(a)(2) requires that an ETC submit detailed information on any outage in the prior calendar year, 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 the ETC is designated for any facilities it owns, operates, leases, or otherwise utilizes that potentially affects: (i) at 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 ETC's annual report must include information detailing:

- (a) the date and time of onset of the outage;
- (b) a brief description of the outage and its resolution;
- (c) the particular services affected;
- (d) the geographic areas affected by the outage;
- (e) steps taken to prevent a similar situation in the future; and
- (f) the estimated number of customers affected.

Attached as Confidential Exhibit C is a compilation of outage information for the period of January through December 2011 for North Carolina. Each network outage is evaluated on a case-by-case basis to determine the cause of the outage, the impact on services and customers, a resolution, T-Mobile's ability to meet its service provisioning obligations, including the availability of 911 services, and the steps that can be taken to prevent future outages. T-Mobile commits to remain vigilant to prevent outages in the future as well.

3. Unfulfilled Requests For Service

47 C.F.R. § 54.313(a)(3) requires that an ETC submit the number of requests for service from potential customers within the ETC's service areas that were unfulfilled

during the prior calendar year, and an explanation of how the ETC attempted to provide service to those potential customers. T-Mobile includes as Confidential Attachment D its unfulfilled service request report for 2011.

4. Complaints Per 1,000 Connections

47 C.F.R. § 54.313(a)(4) requires that an ETC submit the number of complaints per 1,000 connections. The number of complaints per 1,000 connections T-Mobile addressed for the period of January through December 2011 is identified in Confidential Exhibit E. These complaints include formal complaints filed with T-Mobile and outside agencies, such as the Commission, the North Carolina Utilities Commission, the North Carolina Attorney General, and the Better Business Bureau in the state of North Carolina.

5. Price Offerings

47 C.F.R. § 54.313(a)(7) requires that an ETC provide its price offerings in a format as specified by the Wireline Competition Bureau (“WCB”). T-Mobile makes available several different rate plans with varying amounts of intra and interstate usage, variant calling services and different calling areas, in addition to offerings that include additional services. The WCB has not yet provided guidance regarding the specific format of the pricing data, therefore, T-Mobile includes details regarding some of its currently offered rate plans, which is attached as Exhibit F. T-Mobile commits to amend this list to comply with any later WCB guidance to the extent required or requested to do so.

6. Entity Affiliation

47 C.F.R. § 54.313(a)(8) requires that an ETC identify any holding company, operating companies, affiliates, and any branding, as well as universal service identifiers

for each such entity by Study Area Codes, as that term is used by the Administrator. As previously explained, in 2008, T-Mobile acquired SunCom Wireless, Inc., which had an ETC application pending before the FCC for North Carolina that was subsequently approved in 2008. SunCom remains a wholly-owned subsidiary and operating entity of T-Mobile, with USAC assigned study area code 239005 to represent its service area in North Carolina. SunCom provides service under the T-Mobile brand name.⁴

7. Tribal Lands

47 C.F.R. § 54.313(a)(9) requires that beginning April 1, 2013, an ETC, to the extent it serves Tribal lands, file documents or information demonstrating that the ETC had discussions with Tribal governments that, at a minimum, included:

- (i) A needs assessment and deployment planning with a focus on Tribal community anchor institutions;
- (ii) Feasibility and sustainability planning;
- (iii) Marketing services in a culturally sensitive manner;
- (iv) Rights of way processes, land use permitting, facilities siting, environmental and cultural preservation review processes; and
- (v) Compliance with Tribal business and licensing requirements.

T-Mobile's ETC service area in North Carolina includes the Eastern Band of Cherokee tribal lands. Consistent with 47 C.F.R. § 54.313(a)(9) and the *USF/ICC Clarification Order*,⁵ T-Mobile will undertake the required tribal consultation in 2012 and include the information identified above in its 2013 annual report.

⁴ T-Mobile Northeast, LLC, is an affiliated operating entity registered and in good standing with the North Carolina Secretary of State, offering commercial radio service in the state of North Carolina.

⁵ In the Matter of Connect America Fund, *Order*, DA 12-147, ¶ 11 (rel. Feb. released February 3, 2012) ("*USF/ICC Clarification Order*").

8. Annual Report Certifications

47 C.F.R. § 54.313 requires that an ETC include certain certifications in its annual report. Each certification that T-Mobile is required to make is discussed in detail below, and T-Mobile's certification to each requirement is included as Exhibit G.

a. Service Quality Certification

47 C.F.R. § 54.313(a)(5) requires that an ETC certify that it is complying with applicable service quality standards and consumer protection rules. T-Mobile is a signatory to CTIA-The Wireless Association's® Consumer Code for Wireless Service, which is the applicable service quality and consumer protection standard for wireless carriers. T-Mobile has been consistently certified by CTIA-The Wireless Association® as being compliant with this code since 2003. T-Mobile was most recently re-certified by CTIA-The Wireless Association® as being compliant with this code on October 7, 2011. A copy of T-Mobile's most recent letter confirming its certification from CTIA-The Wireless Association® is attached as Exhibit H.

By the attached certification, T-Mobile hereby certifies that it complies with applicable service quality standards and consumer protection rules.⁶

b. Ability To Remain Functional In Emergency Situations Certification

47 C.F.R. § 54.313(a)(6) requires that an ETC certify that it is able to function in emergency situations as set forth in 47 C.F.R. § 54.202(a)(2). T-Mobile is able to

⁶ See CTIA-The Wireless Association's® Consumer Code for Wireless Service, *available at* http://files.ctia.org/pdf/The_Code.pdf. Signatories to the CTIA Consumer Code agree to: (1) disclose rates and terms of service to consumers; (2) make available maps showing where service is generally available; (3) provide contract terms to customers and confirm changes in service; (4) allow a trial period for new service; (5) provide specific disclosures in advertising; (6) separately identify carrier charges from taxes on billing statements; (7) provide customers the right to terminate service for changes to contract terms; (8) provide ready access to customer service; (9) promptly respond to consumer inquiries and complaints received from government agencies; (10) abide by policies for protection of customer privacy; and (11) provide consumers with free notifications for voice, data, and messaging usage, and international usage.

function in emergency situations and demonstrates “that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations.”⁷ In particular, T-Mobile has the following capabilities to remain functional in emergency situations:

- Availability of fixed and portable back-up power generators at various network locations throughout T-Mobile’s network that can be deployed in emergency situations.
- Ability to reroute traffic around damaged or out-of-service facilities through the deployment of cell-on-wheels (“COWs”), redundant facilities, and dynamic rerouting of traffic over alternate facilities.
- A network control center that monitors network traffic and anticipates traffic spikes, and can then: (i) deploy network facilities to accommodate capacity needs; (ii) change call routing translations; and (iii) deploy COWs to temporarily meet traffic needs until longer-term solutions, such as additional capacity and antenna towers, can be deployed.
- In the limited instances where T-Mobile has sites not equipped with fixed generators, the majority have battery back up systems installed to maintain service in the event of a widespread power outage.

⁷ 47 C.F.R. § 54.202(a)(2).

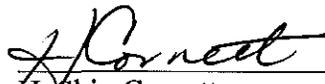
By the attached certification, T-Mobile hereby certifies that it is able to function in emergency situations.

CONCLUSION

Based on the foregoing information, T-Mobile respectfully requests the Commission accept its 2012 Annual Report for receipt of high-cost federal universal service support in accordance with 47 C.F.R. § 54.313, find that T-Mobile is in compliance with the same, and certify that T-Mobile is eligible to receive high-cost federal universal service support.

RESPECTFULLY SUBMITTED,

T-MOBILE USA, INC.

By: 
H. Skip Cornett
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
425-383-4000 (tel)

April 1, 2012

EXHIBITS TO ANNUAL REPORT

Exhibit A:	List of the Non-Rural and Rural Telephone Company Areas Included in T-Mobile's ETC Service Areas
Exhibit B (Confidential):	Five-Year Service Improvement Plan ("SIP")
Exhibit C (Confidential):	Outage Report
Exhibit D (Confidential):	Unfulfilled Requests For Service
Exhibit E (Confidential):	Complaints Per 1,000 Handsets
Exhibit F:	T-Mobile Rate Plans
Exhibit G:	Certifications
Exhibit H:	CTIA – The Wireless Association Confirmation Letter

EXHIBIT A

**LIST OF THE NON-RURAL AND RURAL TELEPHONE COMPANY
AREAS INCLUDED IN T-MOBILE'S ETC SERVICE AREAS**



ETC Designated Service Area

Exhibit A

Rural

ILEC	CLLI	WIRE_CENTER
ATLANTIC TELEPHONE MEMBERSHIP CORP.	ALL	ALL
BARNARDSVILLE TELEPHONE CO.	ALL	ALL
CAROLINA TEL. & TEL. CO. (UNITED SYM)	ALL	ALL
CENTRAL TEL. CO. OF NC	ALL	ALL
CITIZENS TELEPHONE CO.	ALL	ALL
CONCORD TELEPHONE CO.	ALL	ALL
ELLERBE TELEPHONE CO., INC.	ALL	ALL
LEXCOM TELEPHONE COMPANY	ALL	ALL
MEBTEL, INC.	ALL	ALL
PIEDMONT TELEPHONE MEMBERSHIP CORP.	ALL	ALL
PINEVILLE TELEPHONE CO.	ALL	ALL
RANDOLPH TELEPHONE CO.	ALL	ALL
RANDOLPH TELEPHONE MEMBERSHIP CORP.	ALL	ALL
SALUDA MOUNTAIN TELEPHONE CO.	ALL	ALL
SERVICE TELEPHONE CO.	ALL	ALL
SKYLINE TELEPHONE MEMBERSHIP CORP.	ALL	ALL
STAR TELEPHONE MEMBERSHIP CORP.	ALL	ALL
SURRY TELEPHONE MEMBERSHIP CORP.	ALL	ALL
TRI - COUNTY TELEPHONE MEMBERSHIP CORP.	ALL	ALL
WILKES TELEPHONE MEMBERSHIP CORP.	ALL	ALL
WINDSTREAM NORTH CAROLINA, INC.	ALL	ALL
YADKIN VALLEY TELEPHONE MEMBERSHIP CORP.	ALL	ALL



ETC Designated Service Area

Exhibit A
Non-Rural

ILEC	CLLI	WIRE_CENTER
BELLSOUTH TELECOMM INC DBA SOUTH CENTRAL BELL TEL	HRFRTNMA	NEWPORT
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	ACMENCMA	ACME
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	AHVLNCBI	ASHEVILLE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	AHVLNCOH	ASHEVILLE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	AHVLNCOT	ASHEVILLE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	APEXNCCE	APEX
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	ARDNNCCE	ARDEN
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	ATSNNCMA	ATKINSON
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BCMTNCCE	BLACK MT
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BLMTNCCE	BELMONT
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BLRKNCCE	BLOWING RK
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BOONNCKI	BOONE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BRGWNCMA	BURGAW
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BSCYNCMA	BESSEMERCY
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BURLNCDA	BURLINGTON
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BURLNCEL	BURLINGTON
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CARYNCWS	CARY
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHRLNCBO	CHARLOTTE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHRLNCCA	CHARLOTTE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHRLNCCE	CHARLOTTE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHRLNCCR	CHARLOTTE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHRLNCDE	CHARLOTTE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHRLNCER	CHARLOTTE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHRLNCLP	CHARLOTTE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHRLNCMI	CHARLOTTE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHRLNCOD	CHARLOTTE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHRLNCRE	CHARLOTTE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHRLNCSH	CHARLOTTE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHRLNCTH	CHARLOTTE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHRLNCUN	CHARLOTTE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHVLNCCE	CHERRYVL
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLEVNCMA	CLEVELAND
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLMTNCMA	CLAREMONT
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLYDNCMA	CLYDE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CNTNNCMA	CANTON
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CPHLNCRO	CHAPELHILL
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CRBHNCCE	CAROLINBCH
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CRLNNCMA	CAROLEEN
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CSHYNCMA	CASTLEHAYN
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	DNVRNCMA	DENVER
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	DVSNNCPO	DAVIDSON



ETC Designated Service Area

Exhibit A
Non-Rural

ILEC	CLLI	WIRE_CENTER
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	ELBONCMA	ELLENBORO
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	ENKANCMA	ENKACANDLR
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	FAMTNCMA	FAIRMONT
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	FRCYNCCE	FORESTCITY
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	FRVWNCMA	FAIRVIEW
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GBSNNCMA	GIBSON
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GLBONCAD	GOLDSBORO
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GLBONCMA	GOLDSBORO
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GNBONCAP	GREENSBORO
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GNBONCAS	GREENSBORO
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GNBONCEU	GREENSBORO
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GNBONCHO	GREENSBORO
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GNBONCLA	GREENSBORO
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GNBONCMC	GREENSBORO
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GNBONCPG	GREENSBORO
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GNHMCNMA	GRANTHAM
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GSTANCA	GASTONIA
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GSTANCSO	GASTONIA
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HMLTNCMA	HAMLET
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HNVLNCCH	HENDERSNVL
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HNVLNCED	HENDERSNVL
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HNVLNCMI	HENDERSNVL
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HSVLNCCE	HUNTERSVL
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	JULNNCMA	JULIAN
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	KGMTNCMA	KINGS MT
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	KNDLNCCE	KNIGHTDALE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LCSRNCMA	LEICESTER
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LCSTNCMA	LOCUST
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LENRNCHA	LENOIR
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LENRNCHU	LENOIR
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LKLRNCCE	LAKE LURE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LMTNNCMA	LUMBERTON
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LNBNHCMA	LONG BEACH
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LNTNNCMA	LINCOLNTON
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LNTNNCVA	LINCOLNTON
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LRBNCMA	LAURINBURG
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LTMRNCCE	LATTIMORE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LWDLNCCE	LAWNDALE
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LWLLNCMA	LOWELL
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MADNNCCE	MAIDEN
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MGTNNCGL	MORGANTON



ETC Designated Service Area

Exhibit A
Non-Rural

ILEC	CLLI	WIRE_CENTER
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WNDLNCPI	WENDELL
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WNSLNCAR	WINSTN SAL
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WNSLNCCL	WINSTN SAL
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WNSLNCFI	WINSTN SAL
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WNSLNCGL	WINSTN SAL
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WNSLNCLE	WINSTN SAL
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WNSLNCVI	WINSTN SAL
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WNSLNCWA	WINSTN SAL
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WNSLNCWH	WINSTN SAL
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WYVLNCMA	WAYNESVL
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	ZBLNCCCE	ZEBULON
NORTH STATE TELEPHONE CO. DBA NORTH STATE COMM	HGPNNCXA	HIGH POINT
NORTH STATE TELEPHONE CO. DBA NORTH STATE COMM	HGPNNCXB	HIGH POINT
NORTH STATE TELEPHONE CO. DBA NORTH STATE COMM	HGPNNCXC	HIGH POINT
NORTH STATE TELEPHONE CO. DBA NORTH STATE COMM	HGPNNCXD	HIGH POINT
NORTH STATE TELEPHONE CO. DBA NORTH STATE COMM	HGPNNCXE	HIGH POINT
NORTH STATE TELEPHONE CO. DBA NORTH STATE COMM	HGPNNCXF	HIGH POINT
NORTH STATE TELEPHONE CO. DBA NORTH STATE COMM	RNMNNCXA	RANDLEMAN
NORTH STATE TELEPHONE CO. DBA NORTH STATE COMM	THVLNCXA	THOMASVL
VERIZON SOUTH INC.-NC	ALTNNCXA	ALTON
VERIZON SOUTH INC.-NC	CRDMNCXA	CREEDMOOR
VERIZON SOUTH INC.-NC	CRDMNCXM	CREEDMOOR
VERIZON SOUTH INC.-NC	DRHMNCXA	DURHAM
VERIZON SOUTH INC.-NC	DRHMNCXB	DURHAM
VERIZON SOUTH INC.-NC	DRHMNCXC	DURHAM
VERIZON SOUTH INC.-NC	DRHMNCXD	DURHAM
VERIZON SOUTH INC.-NC	DRHMNCXE	DURHAM
VERIZON SOUTH INC.-NC	DRHMNCXG	DURHAM
VERIZON SOUTH INC.-NC	DRHMNCXH	DURHAM
VERIZON SOUTH INC.-NC	DRHMNCXM	DURHAM
VERIZON SOUTH INC.-NC	DRHMNCXT	DURHAM
VERIZON SOUTH INC.-NC	GSCKNCA	GOOSECREEK
VERIZON SOUTH INC.-NC	MONRNCXA	MONROE
VERIZON SOUTH INC.-NC (CONTEL)	ANDRNCXA	ANDREWS
VERIZON SOUTH INC.-NC (CONTEL)	BAVLNCXA	BAKERSVL
VERIZON SOUTH INC.-NC (CONTEL)	BRCYNCXA	BRYSONCITY
VERIZON SOUTH INC.-NC (CONTEL)	BRVLNCXA	BURNSVILLE
VERIZON SOUTH INC.-NC (CONTEL)	CHRKNCB	CHEROKEE
VERIZON SOUTH INC.-NC (CONTEL)	CLWHNCXA	CULLOWHEE
VERIZON SOUTH INC.-NC (CONTEL)	CSHRNCXA	CASHIERS
VERIZON SOUTH INC.-NC (CONTEL)	FKLNCA	FRANKLIN



ETC Designated Service Area

Exhibit A
Non-Rural

ILEC	CLLI	WIRE_CENTER
VERIZON SOUTH INC.-NC (CONTEL)	FNVLNCXA	FONTANAVLG
VERIZON SOUTH INC.-NC (CONTEL)	GRCYNCA	GARDENCITY
VERIZON SOUTH INC.-NC (CONTEL)	GTTWNCXA	GUNTERTOWN
VERIZON SOUTH INC.-NC (CONTEL)	GWPRNCXA	GLENWDPDNC
VERIZON SOUTH INC.-NC (CONTEL)	HGLNNCA	HIGHLANDS
VERIZON SOUTH INC.-NC (CONTEL)	HTSPNCA	HOTSPRINGS
VERIZON SOUTH INC.-NC (CONTEL)	HYVLNCXA	HAYESVILLE
VERIZON SOUTH INC.-NC (CONTEL)	MARNNCXB	MARION
VERIZON SOUTH INC.-NC (CONTEL)	MIVLNCXA	MICAVILLE
VERIZON SOUTH INC.-NC (CONTEL)	MRHLNCXA	MARS HILL
VERIZON SOUTH INC.-NC (CONTEL)	MRPHNCXB	MURPHY
VERIZON SOUTH INC.-NC (CONTEL)	MRSHNCXA	MARSHALL
VERIZON SOUTH INC.-NC (CONTEL)	OLFTNCA	OLD FORT
VERIZON SOUTH INC.-NC (CONTEL)	ROVLNCXA	ROBBINSVL
VERIZON SOUTH INC.-NC (CONTEL)	SEVRNCA	SEVIER
VERIZON SOUTH INC.-NC (CONTEL)	SUITNCA	SUIT
VERIZON SOUTH INC.-NC (CONTEL)	SYLVNCA	SYLVA
VERIZON SOUTH INC.-NC (CONTEL)	WVVLNCXA	WEAVERVL

REDACTED FOR PUBLIC INSPECTION

EXHIBIT B

FIVE-YEAR SERVICE IMPROVEMENT PLAN (“SIP”)

THIS EXHIBIT IS BEING WITHHELD FROM PUBLIC INSPECTION

REDACTED FOR PUBLIC INSPECTION

EXHIBIT C
OUTAGE REPORT

THIS EXHIBIT IS BEING WITHHELD FROM PUBLIC INSPECTION

REDACTED FOR PUBLIC INSPECTION

EXHIBIT D

UNFULFILLED REQUESTS FOR SERVICE

THIS EXHIBIT IS BEING WITHHELD FROM PUBLIC INSPECTION

REDACTED FOR PUBLIC INSPECTION

EXHIBIT E

COMPLAINTS PER 1,000 HANDSETS

THIS EXHIBIT IS BEING WITHHELD FROM PUBLIC INSPECTION

EXHIBIT F

T-MOBILE RATE PLANS

T-Mobile Value Plans for Individuals

T-Mobile offers a variety of rate plans, so you can pick the perfect plan. All of the Value plans have UNLIMITED nationwide T-Mobile to T-Mobile calling and UNLIMITED Nights and Weekends. A two-year contract is required.

Buy a phone or use one you already have.

With T-Mobile's Value plans, you can either use your own phone, or purchase a new one with our convenient Equipment Installment Plan. Our Equipment Installment Plan lets you spread out the cost of a new phone over time with interest-free payments. A down payment is due upon purchase, and remaining payments will be charged to your monthly bill over time. It's that easy. Don't forget to ask about Premium Handset Protection® for your phone. It's an affordable way to protect your investment and enjoy peace of mind.

Value Individual Plans

Price	Talk	Text	Data
\$34 ⁹⁹	500 Whenever Minutes®	—	—
\$39 ⁹⁹	500 Whenever Minutes	Unlimited	—
\$44 ⁹⁹	1000 Whenever Minutes	—	—
\$49 ⁹⁹	Unlimited	Unlimited	—
\$49 ⁹⁹	500 Whenever Minutes	Unlimited	Unlimited – Plus with 2 GB of high-speed data
\$59 ⁹⁹	Unlimited	Unlimited	Unlimited – Premium with 5 GB of high-speed data
\$64 ⁹⁹	500 Whenever Minutes	Unlimited	Unlimited – Ultra with 10 GB of high-speed data
\$74 ⁹⁹	Unlimited	Unlimited	Unlimited – Ultra with 10 GB of high-speed data
\$94 ⁹⁹	500 Whenever Minutes	Unlimited	Unlimited – Ultra with 10 GB of high-speed data
\$104 ⁹⁹	Unlimited	Unlimited	Unlimited – Ultra with 10 GB of high-speed data

How much high-speed data do you need?

- With T-Mobile's unlimited data plans (2 GB, 5 GB and 10 GB of high-speed data), you'll never have surprise costs or be cut off.
- If you use more high-speed data than your unlimited plan covers, we simply allow you to access the Web at up to 2G speeds.
- You can upgrade to a bigger data plan at any time.

Find the data plan that fits you.

Recommended for, but not limited to:

- Occasional email with attachments
- Occasional Web surfing (checking news, weather and sports scores)
- Navigation
- Social networking posts and photo uploads
- Downloading music and games

Recommended for, but not limited to:

- Frequent email with attachments
- Daily Web surfing and online gaming
- Social networking posts and photo/video uploads
- Downloading music, games and movies
- Streaming music, TV, movies and video chat

Recommended for, but not limited to:

- All of the above with increased frequency or extended use of streaming activities
- Also compatible with tethering plans (available at an additional monthly charge)

Add 200 MB of high-speed data to Talk + Text plans for just \$5 more per month. Overages are 10¢ per MB.

Prices reflect monthly recurring charges; taxes and fees additional. Text plans include unlimited nationwide text, and picture and video messaging.

The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See www.T-Mobile.com for messaging/data rates and for message blocking and data usage opt-out options.



Still have questions?

See a Sales Associate, or visit our online data calculator at www.T-Mobile.com/calculator

All Pricing: Limited-time offers; subject to change. Taxes and fees additional. Post-paid only. Rates apply only to services used and calls originating and received within the U.S. (unless stated otherwise). International use incurs additional separate charges. Compatible device required; not all features or plans available on all devices. **Unlimited features for direct U.S. communications between two people.** **General Terms:** Credit approval, \$35 per line activation fee, deposit and two-year agreement with up to \$200/line early cancellation fee required. If you switch plans you may be bound by existing or extended contract term (including early cancellation provisions) and/or charged an up to \$200 fee. You may be unable to switch to some plans. Additional requirements may apply to business customers; Premier and other business/association discounts may not be available. Regulatory Programs Fee (not a tax or government-mandated charge) of up to \$1.61 per line/month applies. Taxes approximately 6%–28% of your monthly bill. Overage usage extra; partial minutes/megabytes rounded up. Talk overage charge of \$0.45/minute. Some calls/features involve multiple calls; each call incurs separate charges. **Nights and Weekends:** Weekends are midnight Friday to midnight Sunday, and nights are 9:00 p.m. to 6:59 a.m., Monday–Friday, based upon start time of call. Different terms apply to FlexPay and prepaid. **T-Mobile to T-Mobile** calls are directly dialed between T-Mobile customer devices while on the T-Mobile USA network (and not roaming on any domestic or international network); calls to voicemail and other T-Mobile service numbers not included. **Messaging:** You will be charged for all messages you send and that are sent to you even if they aren't received. Length/size of messages may be limited. **Web/Data:** For unlimited data plans, full speeds available up to monthly data allotment; after allotment used, speeds slowed to up to 2G speeds for remainder of billing cycle. For 200 MB plan, overage of \$0.10/MB after monthly data allotment is used. **Your data session, plan or service may be slowed, suspended, terminated or restricted** if you use your service in a way that interferes with or impacts our network or ability to provide quality service to other users, if you roam for a significant portion of your usage, or if you use a disproportionate amount of bandwidth during a billing cycle. You may not use your plan or device for prohibited uses. **Tethering and Wi-Fi Sharing:** Monthly data allotment included with qualifying phone data plan applies. Use of connected devices subject to T-Mobile terms and conditions. **Downloads/Applications:** Additional charges may apply; not all downloads are available on all phones. T-Mobile is not responsible for any third-party content or website you may be able to access using your phone. You obtain no rights in downloads; duration of use may be limited and downloads may be stored solely for use with your phone. T-Mobile is not responsible for any download lost due to your error. T-Mobile is not responsible for apps, including download, installation, use, transmission failure, interruption or delay, third-party advertisements you may encounter while using an app, alterations any app may make to the functionality of your device, including any changes that may affect your T-Mobile plan, service, or billing, or any content or website you may be able to access through an app. **Coverage:** Not available everywhere. **Abnormal Usage:** Service may be limited or terminated for misuse, abnormal usage or significant roaming. **Equipment Installment Plan:** Availability and amount of EIP financing subject to credit approval. Down payment required at time of purchase. Remaining payments to be made evenly over time; EIP not available in Washington, D.C. Qualifying rate plans required, and account must remain in good standing. Taxes, late/non-payment fees and other upfront and monthly charges may apply. Available only at participating locations; see store for details. **Bill Details:** Your bill summarizes your charges, fees and taxes, but does not include the details of services used. You may view bill details at my.T-Mobile.com or, for an additional charge, we will provide detailed bills. We do not provide bills to FlexPay and prepaid customers. See brochures and **Terms and Conditions (including arbitration provision)** at www.T-Mobile.com for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. Whenever Minutes and Premium Handset Protection are registered trademarks, and Unlimited Value is a trademark, of T-Mobile USA, Inc. © 2011 T-Mobile USA, Inc.

T-Mobile Value Plans for Families

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With T-Mobile's Value plans, you can either use your own phone, or purchase a new one with our convenient Equipment Installment Plan. Our Equipment Installment Plan lets you spread out the cost of a new phone over time with interest-free payments. A down payment is due upon purchase, and remaining payments will be charged to your monthly bill over time. It's that easy. Don't forget to ask about Premium Handset Protection® for your phone. It's an affordable way to protect your investment and enjoy peace of mind.

Value Family Plans			
Price (per line)	Talk*	Text	Data
\$24.99	1000 Whenever Minutes®	—	—
\$29.99	1000 Whenever Minutes	Unlimited	—
\$34.99	2000 Whenever Minutes	—	—
\$39.99	Unlimited	Unlimited	—
\$39.99	1000 Whenever Minutes	Unlimited	Unlimited-Plus with 2 GB of high-speed data
\$49.99	Unlimited	Unlimited	Unlimited-Plus with 2 GB of high-speed data
\$54.99	1000 Whenever Minutes	Unlimited	Unlimited-Premium with 5 GB of high-speed data
\$64.99	Unlimited	Unlimited	Unlimited-Premium with 5 GB of high-speed data
\$84.99	1000 Whenever Minutes	Unlimited	Unlimited-Ultra with 10 GB of high-speed data
\$94.99	Unlimited	Unlimited	Unlimited-Ultra with 10 GB of high-speed data

How much high-speed data do you need?

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Find the data plan that fits you.

- Recommended for, but not limited to:
- Occasional email with attachments
 - Web surfing (checking news, weather and sports scores)
 - Navigation
 - Social networking posts and photo uploads
 - Downloading music and games

- Recommended for, but not limited to:
- Frequent email with attachments
 - Daily Web surfing and online gaming
 - Social networking posts and photo/video uploads
 - Downloading music, games and movies
 - Streaming music, TV, movies and video chat

- Recommended for, but not limited to:
- All of the above with increased frequency or extended use of streaming activities
 - Also compatible with tethering plans (available at an additional monthly charge)

Add 200 MB of high-speed data to Talk + Text plans for just \$5 more per month per line. Overages are 10¢ per MB.

* Whenever Minutes are shared by the two lines.

Prices reflect monthly recurring charges per line for each of your first two lines; two-line minimum. Taxes and fees additional. Text plans include unlimited nationwide text, and picture and video messaging.

Add a Line (Talk)	
Shared Minute Value Add a Line—shares existing Whenever Minutes, only available on Minute Value™ plans	\$5
500 Value Add a Line—500 Whenever Minutes per line, only available on Unlimited Value™ plans	\$5
Unlimited Value Add a Line—only available with Unlimited Value plans	\$25

Add Data	
Simple—with 200 MB of high-speed data. Overages are 10¢ per MB.	\$5
Unlimited-Plus—with 2 GB of high-speed data	\$10
Unlimited-Premium—with 5 GB of high-speed data	\$25
Unlimited-Ultra—with 10 GB of high-speed data	\$55

Prices reflect monthly recurring charges per line; taxes and fees additional. Adding data for additional lines requires an add-a-line talk plan; stand-alone data plans not available. All family plans with unlimited text provide unlimited text for all additional lines.

The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See www.T-Mobile.com for messaging/data rates and for message blocking and data usage opt-out options.



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T-Mobile® Classic Plans for Families

T-Mobile offers a variety of rate plans, so you can pick the perfect plan for your family. All of the Classic plans come with great phone discounts, UNLIMITED nationwide T-Mobile to T-Mobile calling and UNLIMITED Nights and Weekends. A two-year contract is required.

Classic Family Plans			
Price (per line)	Talk*	Text	Data
\$29 ⁹⁹	1000 Whenever Minutes®	—	—
\$39 ⁹⁹	1000 Whenever Minutes	Unlimited	—
\$39 ⁹⁹	2000 Whenever Minutes	—	—
\$49 ⁹⁹	Unlimited	Unlimited	—
\$59 ⁹⁹	1000 Whenever Minutes	Unlimited	Unlimited—Plus with 2 GB of high-speed data
\$69 ⁹⁹	Unlimited	Unlimited	Unlimited—Plus with 2 GB of high-speed data
\$69 ⁹⁹	1000 Whenever Minutes	Unlimited	Unlimited—Premium with 5 GB of high-speed data
\$79 ⁹⁹	Unlimited	Unlimited	Unlimited—Premium with 5 GB of high-speed data
\$99 ⁹⁹	1000 Whenever Minutes	Unlimited	Unlimited—Ultra with 10 GB of high-speed data
\$109 ⁹⁹	Unlimited	Unlimited	Unlimited—Ultra with 10 GB of high-speed data

How much high-speed data do you need?

- With T-Mobile's unlimited data plans (2 GB, 5 GB and 10 GB of high-speed data), you'll never have surprise costs or be cut off.
- If you use more high-speed data than your unlimited plan covers, we simply allow you to access the Web at up to 2G speeds.
- You can upgrade to a bigger data plan at any time.

Find the data plan that fits you.

Recommended for, but not limited to:

- Occasional email with attachments
- Occasional Web surfing (checking news, weather and sports scores)
- Navigation
- Social networking posts and photo uploads
- Downloading music and games

Recommended for, but not limited to:

- Frequent email with attachments
- Daily Web surfing and online gaming
- Social networking posts and photo/video uploads
- Downloading music, games and movies
- Streaming music, TV, movies and video chat

Recommended for, but not limited to:

- All of the above with increased frequency or extended use of streaming activities
- Also compatible with tethering plans (available at an additional monthly charge)

Add 200 MB of high-speed data to Talk + Text plans for just \$10 more per month per line. Overages are 10¢ per MB.

* Whenever Minutes are shared by the two lines.

Prices reflect monthly recurring charges per line for each of your first two lines; two-line minimum. Taxes and fees additional. Text plans include unlimited nationwide text, and picture and video messaging.

Add a Line (Talk)	
Classic Shared Minute Add a Line—shares existing Whenever Minutes, only available on Classic Minute™ plans	\$10
Classic 500 Add a Line—500 Whenever Minutes per line, only available on Classic Unlimited™ plans	\$10
Classic Unlimited Add a Line—only available on Classic Unlimited plans	\$30

Add Data	
Simple—with 200 MB of high-speed data. Overages are 10¢ per MB.	\$10
Unlimited—Plus—with 2 GB of high-speed data	\$20
Unlimited—Premium—with 5 GB of high-speed data	\$30
Unlimited—Ultra—with 10 GB of high-speed data	\$60

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The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See www.T-Mobile.com for messaging/data rates and for message blocking and data usage opt-out options.



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\$49 ⁹⁹	500 Whenever Minutes	Unlimited	—
\$49 ⁹⁹	1000 Whenever Minutes	—	—
\$59 ⁹⁹	Unlimited	Unlimited	—
\$69 ⁹⁹	500 Whenever Minutes	Unlimited	Unlimited – Plus with 2 GB of high-speed data
\$79 ⁹⁹	Unlimited	Unlimited	—
\$79 ⁹⁹	500 Whenever Minutes	Unlimited	Unlimited – Premium with 5 GB of high-speed data
\$89 ⁹⁹	Unlimited	Unlimited	—
\$109 ⁹⁹	500 Whenever Minutes	Unlimited	Unlimited – Ultra with 10 GB of high-speed data
\$119 ⁹⁹	Unlimited	Unlimited	—

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- Navigation
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- Downloading music and games

Recommended for, but not limited to:

- Frequent email with attachments
- Daily Web surfing and online gaming
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Still have questions?

See a Sales Associate, or visit our online data calculator at www.T-Mobile.com/calculator

All Pricing: Limited-time offers; subject to change. Taxes and fees additional. Post-paid only. Rates apply only to services used and calls originating and received within the U.S. (unless stated otherwise). International use incurs additional separate charges. Compatible device required; not all features or plans available on all devices. **Unlimited features for direct U.S. communications between two people.** **General Terms:** Credit approval, \$35 per line activation fee, deposit and two-year agreement with up to \$200/line early cancellation fee required. If you switch plans you may be bound by existing or extended contract term (including early cancellation provisions) and/or charged an up to \$200 fee. You may be unable to switch to some plans. Additional requirements may apply to business customers; Premier and other business/association discounts may not be available. Regulatory Programs Fee (not a tax or government-mandated charge) of up to \$1.61 per line/month applies. Taxes approximately 6%–28% of your monthly bill. Overage usage extra; partial minutes/megabytes rounded up. Talk overage charge of \$0.45/minute. Some calls/features involve multiple calls; each call incurs separate charges. **Nights and Weekends:** Weekends are midnight Friday to midnight Sunday, and nights are 9:00 p.m. to 6:59 a.m. Monday–Friday, based upon start time of call. Different terms apply to FlexPay and prepaid. **T-Mobile to T-Mobile** calls are directly dialed between T-Mobile customer devices while on the T-Mobile USA network (and not roaming on any domestic or international network); calls to voicemail and other T-Mobile service numbers not included. **Messaging:** You will be charged for all messages you send and that are sent to you even if they aren't received. Length/size of messages may be limited. **Web/Data:** For unlimited data plans, full speeds available up to monthly data allotment; after allotment used, speeds slowed to up to 2G speeds for remainder of billing cycle. For 200 MB plan, overage of \$0.10/MB after monthly data allotment is used. **Your data session, plan or service may be slowed, suspended, terminated or restricted** if you use your service in a way that interferes with or impacts our network or ability to provide quality service to other users, if you roam for a significant portion of your usage, or if you use a disproportionate amount of bandwidth during a billing cycle. You may not use your plan or device for prohibited uses. **Tethering and Wi-Fi Sharing:** Monthly data allotment included with qualifying phone data plan applies. Use of connected devices subject to T-Mobile terms and conditions. **Downloads/Applications:** Additional charges may apply; not all downloads are available on all phones. T-Mobile is not responsible for any third-party content or website you may be able to access using your phone. You obtain no rights in downloads; duration of use may be limited and downloads may be stored solely for use with your phone. T-Mobile is not responsible for any download lost due to your error. T-Mobile is not responsible for apps, including download, installation, use, transmission failure, interruption or delay, third-party advertisements you may encounter while using an app, alterations any app may make to the functionality of your device, including any changes that may affect your T-Mobile plan, service, or billing, or any content or website you may be able to access through an app. **Coverage:** Not available everywhere. **Abnormal Usage:** Service may be limited or terminated for misuse, abnormal usage or significant roaming. **Bill Details:** Your bill summarizes your charges, fees and taxes, but does not include the details of services used. You may view bill details at my.T-Mobile.com or, for an additional charge, we will provide detailed bills. We do not provide bills to FlexPay and prepaid customers. See brochures and **Terms and Conditions (including arbitration provision)** at www.T-Mobile.com for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. Whenever Minutes is a registered trademark of T-Mobile USA, Inc. © 2011 T-Mobile USA, Inc.

EXHIBIT G
CERTIFICATIONS

ANNUAL REPORT CERTIFICATIONS

On behalf of T-Mobile USA, Inc., parent company of SunCom Wireless, Inc. ("T-Mobile"), the undersigned, H. Skip Cornett, hereby certifies the following:

1. I serve as Vice President of Tax of T-Mobile USA, Inc. where I am responsible for all tax matters, including the Company's universal service annual report certifications.
2. I am authorized to execute these certifications on behalf of T-Mobile.
3. I certify that the following is true and correct to the best of my knowledge and belief with respect to T-Mobile's North Carolina eligible telecommunications carrier ("ETC") area:
 - a. T-Mobile is in compliance with applicable service quality standards and consumer protection rules, and
 - b. T-Mobile is able to function in emergency situations.

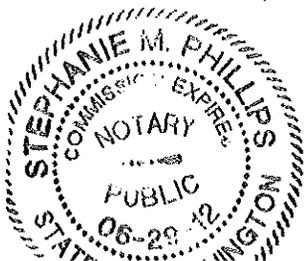


H. Skip Cornett
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
425-383-4000 (tel)

Subscribed and sworn to before me
this 28th day of March 2012.



Notary Public



REDACTED FOR PUBLIC INSPECTION

EXHIBIT H

CTIA – THE WIRELESS ASSOCIATION CONFIRMATION LETTER



Steve Largent
President/CEO

October 7, 2011

Ms. Kelsey Joyce
Director of Legal Affairs
Marketing
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

Dear Kelsey:

Congratulations! This letter is to notify you that T-Mobile USA (“T-Mobile”) has completed the recertification process for the CTIA Consumer Code for Wireless Service (“Voluntary Consumer Code”) for the period January 1, 2011 – December 31, 2011, and is deemed compliant with the principles, disclosures and practices set forth in the Voluntary Consumer Code. Accordingly, T-Mobile is authorized to use and display the CTIA Seal of Wireless Quality/Consumer Information, subject to the terms and conditions set forth in the attached License Agreement.

Please ensure that the relevant employees of T-Mobile review the License Agreement before using the Seal. Use of the Seal constitutes acceptance of these terms and conditions. Upon request, we will provide two specimens (color and black/white) of the Seal for T-Mobile’s use on its website or collateral materials. If you should have any questions concerning the recertification process or use of the Seal, please contact Andrea Williams, CTIA’s Vice President of Law and Assistant General Counsel, at (202) 736-3215 or awilliams@ctia.org.

CTIA commends T-Mobile for its ongoing leadership and participation in the CTIA Voluntary Consumer Code, and we look forward to continuing to work with T-Mobile on this important industry initiative.

Sincerely,

Congratulations!

Steve Largent
Steve Largent

Attachment

cc: Philipp Humm
Dave Miller

