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**Business Markets**

675 West Peachtree Street  
Atlanta, Georgia 30375

**Carrier Notification  
SN91086110**

Date: May 24, 2006

To: All Business Markets - Wholesale Customers

Subject: All Business Markets – Wholesale Customers – (Billing, Tariff and Interconnection/Contractual) – Notice of Deregulated Tariff Offerings in South Carolina

This is to advise that beginning October 1, 2005, BellSouth ceased offering the following business and residential services on a tariffed basis in South Carolina: all BellSouth® Area Plus® service plans including Area Plus® with Complete Choice® service; BellSouth® Complete Choice® plan; the Complete Choice® for Business package; and the BellSouth® Preferred Pack® plan (collectively referred to as the "Deregulated Services"). Any of these Deregulated Services that were purchased on or before October 16, 2005, will continue to be subject to the rates, terms and conditions set forth in BellSouth's tariffs. These rates, terms and conditions will continue to apply until you terminate the service or otherwise alter the service (by, for example, changing service locations). On and after October 17, 2005, BellSouth will offer substantially similar services to its retail business and residential end users in South Carolina on an unregulated basis pursuant to Section 58-9-285 of the South Carolina Code, and subject to the rates, terms and conditions set forth in BellSouth Service Agreement for Business Services and BellSouth Service Agreement for Bundled Service in South Carolina. These agreements are available for viewing at the following BellSouth Web site:

<http://cpr.bellsouth.com/pdf/sc/sc.htm>

If you are an existing Business Markets - Wholesale customer (formerly known as Interconnection Services), no action is required on your part to maintain your current BellSouth service. Further, BellSouth will continue to offer these Deregulated Services for resale consistent with its obligations to resell its retail telecommunications services pursuant to Section 251 of the Telecommunications Act of 1996, or pursuant to its Interconnection and Resale Agreements.

For Business Markets - Wholesale customers who were buying these Deregulated Services on a month-to-month basis directly from BellSouth's tariffs without any separate, underlying agreement, as of October 16, 2005, these Deregulated Services will continue to be available pursuant to the terms and conditions of the respective services as they appear in the "Obsolete Service Offering" section of BellSouth's South Carolina Tariff. For Business Markets - Wholesale customers who buy these Deregulated Services without any separate, underlying agreement on or after October 17, 2005, such services will be available pursuant to the BellSouth Services Agreement for Business Services, Service Descriptions and Price Lists reflected on the above Web site. The rates, features and functionality of the Deregulated Services have not changed, and will remain the same until BellSouth provides notice of any change. By applying for, subscribing to, using or paying for the service, your company agrees to be bound by the rates, terms and conditions set forth in the Service Agreement, Services Descriptions and Price List. If your company does not agree with the provisions of the Service Agreement or does not wish to continue to purchase the services, you may terminate service by contacting your account team representative.

To the extent your company either entered into a contract or agreement with BellSouth prior to October 17, 2005, or agreed upon terms of a contract or agreement with BellSouth to be entered into after such services became deregulated (and is bound by such commitment to enter into such agreement or contract), which references such tariff provisions, the following shall apply:

1. For any contract or agreement for services pursuant to which you have agreed to a defined service term commitment, any Deregulated Service provision that is referenced in such contract or agreement shall continue to apply as a contractual term or condition for the remainder of the term commitment, unless provided to the contrary in such contract or agreement, as the same may be amended from time to time.
2. For any contract or agreement contemplating the ordering of any Deregulated Service on a month-to-month basis, pursuant to rates, terms and conditions set forth in the tariff, the Deregulated Service rates, terms and conditions contained in the tariff prior to such deregulation shall continue to apply until you terminate the service or otherwise alter the service (by, for example, changing service locations), unless provided to the contrary in such contract or agreement, as the same may be amended from time to time.
3. For any contract or agreement between your company and BellSouth that contemplates your ordering any of the Deregulated Services, all service-specific rates, terms and conditions for any such services purchased on a month-to-month basis shall be subject to paragraph 2 above, except that where a provision of the tariff in effect immediately prior to deregulation directly conflicts with a provision of the contract or agreement between your company and BellSouth, the provision of the contract or agreement shall control. For any contract or agreement between your company and BellSouth that contemplates your ordering Deregulated Services, all service-specific rates, terms and conditions for any such services purchased under a term commitment shall be subject to paragraph 1 above, except that where a provision of the tariff in effect immediately prior to deregulation directly conflicts with a provision of the contract or agreement between your company and BellSouth, the provision of the contract or agreement shall control.
4. For any contract or agreement between your company and BellSouth that contemplates the applicability of a referenced tariff provision to other services you purchase pursuant to such contract or agreement, those provisions of the tariff shall continue to apply for the remaining term of such contract or agreement.

Should you have additional questions, please contact your BellSouth contract negotiator or account team representative.

Sincerely,

**ORIGINAL SIGNED BY KRISTEN E. SHORE**

Kristen E. Shore – Director  
Business Markets