
BellSouth Business Markets

675 West Peachtree Street
Atlanta, Georgia 30375

**Carrier Notification
SN91086197**

Date: August 31, 2006

To: All Business Markets - Wholesale Customers

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

This is to advise that, beginning September 1, 2006, BellSouth will no longer offer the following business and residential bundled services under the terms and conditions set forth in BellSouth's Alabama tariffs: (1) BellSouth® Area Plus® service plans including Area Plus with Complete Choice® service; (2) BellSouth Business Choice® plans; (3) BellSouth® Complete Choice® plan; (4) Complete Choice for business package; (5) BellSouth® PreferredPack® plan and (6) BellSouth® 2 Pack plan (collectively referred to as "Deregulated Services"). Any of these Deregulated Services that were purchased before September 1, 2006, will continue to be subject to the rates, terms and conditions set forth in BellSouth's Alabama tariffs. Such rates, terms and conditions will continue to apply until you terminate the service, alter the service or until you are notified by BellSouth that the tariff terms and conditions no longer apply. On and after September 1, 2006, BellSouth will offer substantially similar services in Alabama on an unregulated basis and subject to the rates, terms and conditions set forth in the BellSouth Service Agreement for Business Services, the Service Descriptions and the Price Lists, all of which are available for viewing on the following BellSouth Web site at:

<http://cpr.bellsouth.com/pdf/al/al.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, and pursuant to its Interconnection and Resale Agreements.

For Business Markets - Wholesale customers who were buying Deregulated Services on a month-to-month basis directly from BellSouth's Alabama tariffs without any separate underlying agreement as of September 1, 2006, your services will continue to be available pursuant to the terms and conditions of the respective services as they appear in BellSouth's Alabama tariffs until further notice. For Business Markets - Wholesale customers who buy these Deregulated Services without any separate, underlying agreement on or after September 1, 2006, such services will be available pursuant to the BellSouth Service 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 for Business Services, Services Descriptions and Price List. If your company does not agree with the provisions of the Service Agreement for Business Services, or does not wish to

continue to purchase the services, you may terminate service by contacting your BellSouth account team representative.

To the extent your company either entered into a contract or agreement with BellSouth prior to September 1, 2006, or agreed upon terms of a contract or agreement with BellSouth to be entered into after such services became deregulated (and are 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 tariff 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.
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 previously 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 the service locations), or until BellSouth provides notice of a change in the service, unless provided to the contrary in such contract or agreement.
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.
4. 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 Deregulated Services purchased under a term commitment shall be subject to paragraph 1 above, except that where a provision of the tariff in effective 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.
5. For any contract or agreement between your company and BellSouth that contemplates the applicability of a referenced tariff provision to other services purchased pursuant to such contract or agreement, those referenced tariff provisions 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
BellSouth Business Markets