

NANCY B. WHITE
General Counsel - Florida

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5558

May 24, 2002

Mrs. Blanca S. Bayó
Director, Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

020473-TP

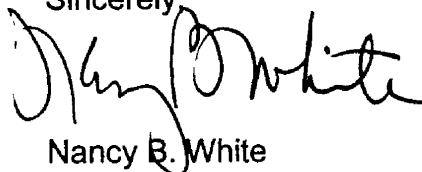
**Re: Petition by BellSouth Telecommunications, Inc.
for Waiver of Rule 25-4.118, Florida Administrative Code**

Dear Ms. Bayó:

Enclosed are the original and fifteen copies of BellSouth Telecommunications, Inc.'s Petition for Waiver of Rule 25-4.118, Florida Administrative Code, which we as that you file.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely



Nancy B. White

Enclosures

cc: All parties of record
Marshall M. Criser, III
R. Douglas Lackey

DOCUMENT NUMBER-DATE

05584 MAY 24 02

.FPSC-COMMISSION CLERK

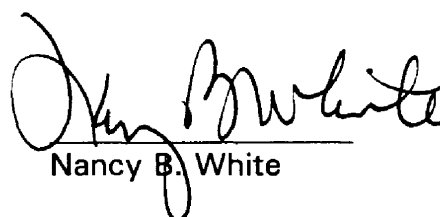
CERTIFICATE OF SERVICE

Docket No. _____

I HEREBY CERTIFY that a true and correct copy of BellSouth's Petition for Waiver of Rule 25-4.118, FAC, has been furnished this 24th day of May, 2002, via U. S. Mail to:

Staff Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Ms. Terry Romine
Director, Legal & Regulatory Affairs
Adelphia Business Solutions of
Jacksonville, Inc.
One North Main Street
Coudersport, PA 16915-1630
Tel. No. (814) 260-3143
Fax No. (814) 274-8243
terry.romine@adelphia.com


Nancy B. White

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by BellSouth)
Telecommunications, Inc. for Waiver)
of Rule 25-4.118, Florida)
Administrative Code)
_____)

Docket No. _____

Filed: May 24, 2002

**BELLSOUTH TELECOMMUNICATIONS, INC.'s
PETITION FOR RULE WAIVER**

BellSouth Telecommunications, Inc. ("BellSouth"), pursuant to Section 120.542, Florida Statutes and Rule 28-104.004, Florida Administrative Code, hereby petitions the Commission to waive rule 25-4.118, Florida Administrative Code, regarding the requirements for local carrier selection. Specifically, BellSouth seeks the following:

1. Rule 25-4.118, Florida Administrative Code, states that, before submitting a preferred carrier change, carrier's must verify the subscriber's authorization of the change via one of the methods prescribed in the rule.
2. BellSouth agreed to purchase the right to serve certain of the business local resale customer base of Adelphia Business Solutions Operations of Jacksonville, Inc. and Adelphia Business Solutions Investment, LLC (collectively "Adelphia") located in BellSouth's service territory in Florida. BellSouth and Adelphia hope to complete the transfer of the customers to BellSouth's network on or before July 5, 2002. Adelphia is discontinuing service to these customers.

3. BellSouth will mail a letter to the affected Adelphia customers explaining the transfer. The affected Adelphia customers will be reminded that they are under no obligation to take service from BellSouth. BellSouth will be responsible for any carrier change charges associated with the transfer in accordance with Rule 64-1120(3)(3)(iii), Code of Federal Regulations. A copy of the letter is attached as Exhibit "A".

4. BellSouth filed the required notice with the Common Carrier Bureau of the Federal Communication Commission ("FCC") on May 22, 2002 in accordance with revised Section 64.1120 of the FCC's rules. A copy of the filed notice is attached as Exhibit "A".

5. BellSouth's waiver request meets the standards of Section 120.542, Florida Statutes. The purpose of the underlying statutes, 364.01(4), 364.025, 364.03, 364.386 and 365.171 is, in part, to ensure that basic local telecommunications services are available to all consumers and to encourage and promote competition in order to ensure the widest possible range of consumer choice in the provision of all telecommunications services.

6. BellSouth believes that its petition is in the public interest and that alternative regulatory methods will serve the same purpose in this instance as the Commission's primary local carrier change verification rules. BellSouth requests that the Commission accept the draft notice letter attached as Exhibit "A" in lieu of verification procedures of Section 25-4.118, Florida Administrative Code. The affected customers will be notified that their local service will continue with BellSouth and that they are under no obligation to take service from

BellSouth. Customers will also given BellSouth's toll-free customer service numbers to call with any questions they may have about the transaction. BellSouth believes that the draft notice letter adequately serves the purpose of assuring that customers who remain with BellSouth genuinely want BellSouth as their local provider.¹

7. The Commission's verification rules would not be served by obtaining prior authorization and verification in order to switch the affected customers of Adelphia to BellSouth. Customers who may not understand the need to authorize the change in their local service provider and who, therefore, fail to respond to a request for authorization, could lose their service.

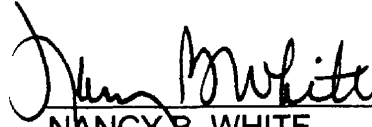
8. Expedited action on this waiver is requested. The purchase agreement provides that time is of the essence in the transfer of the customer base to accommodate Adelphia's business plans. Granting BellSouth's application would allow BellSouth to provide a seamless transition to former Adelphia customers, while ensuring that the affected customers clearly understand available choices. Therefore, the Commission should grant BellSouth's request for expedited waiver of the Commission's verification rules set forth in Section 25-4.118, Florida Administrative Code.

¹ The FCC determined that compliance with its rules satisfied customer notification requirements as provided in 47 U.S.C. 258(a) and carrier change rules, and that it was unnecessary and burdensome to contact each customer to gain individual customer consent. *In the Matter of 2000 Biennial Review – Review of Policies and Rules Concerning Unauthorized Changes of Consumers Long Distance Carriers; Implementation of the Subscriber Carrier Selection Changes Provisions of the Telecommunications Act of 1996; Policies and Rules Concerning Unauthorized Changes of Consumers Long Distances Carriers*, CC Docket Nos. 00-257, 94-129, *First Report and Order in CC Docket No. 00-257 and Fourth Report and Order in CC Docket No. 94-129*, 16 RCC Rcd 11218, 11221-22, ¶¶ 9, 10 (2001)

WHEREFORE, having demonstrated good cause for its request,
BellSouth asks that the Commission grant its Petition for Rule Waiver.

Respectfully submitted this 24th day of May, 2002.

BELLSOUTH TELECOMMUNICATIONS, INC.



NANCY B. WHITE
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c/o Nancy H. Sims
150 So. Monroe Street, Suite 400
Tallahassee, FL 32301
(305) 347-5558



R. DOUGLAS LACKEY
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675 W. Peachtree St., NE
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(404) 335-0747

445683v1

BellSouth Corporation
Legal Department
675 West Peachtree Street
Suite 4300
Atlanta, GA 30375-0001

stephen.earnest@bellsouth.com

Stephen L. Earnest
Regulatory Counsel

404 335 0711
Fax 404 614 4054

May 22, 2002

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Notification of Subscriber Transfer
CC Docket No. 00-257

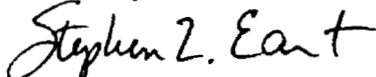
Dear Ms. Dortch:

Pursuant to Section 64.1120 of the Commission's Rules, this letter provides notification of the planned transfer of certain local exchange subscribers to BellSouth Telecommunications, Inc. ("BST"). Specifically, BST has entered into an agreement with Adelfia Business Solutions Operations, Inc. ("Adelfia") whereby BST will acquire some of Adelfia's local exchange customers (including local toll services). BST will provide all transferred local exchange subscribers approximately the same local services they received from Adelfia at BST's approved rate structure. Each affected subscriber will have at least 30 days notice prior to the transfer. BST estimates that they will begin transferring affected subscribers that have not selected an alternative provider beginning July 5, 2002.

BST certifies that it will provide advance subscriber notice in accordance with section 64.1120(e)(3). Further, BST will comply with the obligations specified in the notice and any other applicable statutory and Commission requirements that apply. The notification letter is attached hereto.

Should you have any questions, please do not hesitate to contact me.

Sincerely,


Stephen L. Earnest

SLE:lb
Enclosure

Exhibit A

[May 31, 2002]

NOTICE OF TRANSFER OF TELEPHONE SERVICE

Dear Adelphia Business Solutions Customer:

As you may know, Adelphia Business Solutions Operations, Inc. ("Adelphia") recently filed for bankruptcy protection and as a consequence has decided to stop providing your business with local telephone service, local toll telephone service and long distance service on approximately [July 5, 2002]. In order to ensure that you continue to receive telephone service without disruption, Adelphia and BellSouth Telecommunications ("BellSouth") have entered into an agreement for BellSouth to provide your local telephone service and local toll service for your business, unless you choose another provider. *Adelphia recommends and endorses BellSouth to be your local telephone and local toll provider.* Upon receipt of this letter you may transfer your local telephone service and local toll service to BellSouth or any other carrier of your choice. If you have not transferred your service to BellSouth or another carrier by [July 5, 2002] (the "Selection Date"), then within the following ten (10) day period (the "Transfer Period"), your local telephone service and your local toll service will be transferred to BellSouth as outlined below in accordance with applicable rules of the Federal Communications Commission ("FCC") and your state public utility commission.

BellSouth, recipient of J.D. Power and Associates' prestigious award for highest customer satisfaction with Small Business Local Telephone Service Providers*, looks forward to serving your communications needs with a wide variety of competitively priced products and services. BellSouth offers much more than just local phone service. From wireless to high-speed Internet access, voice messaging, wireless e-mail and more, BellSouth can provide you with a solution that's right for your small business. Since it can all be billed on your BellSouth bill, you will have only one provider to call. At BellSouth, our goal is to deliver the high-quality, affordable products and services you need to maximize your communications and grow your business. See the attached promotional materials for attractive offers concerning BellSouth products and services.

You have a choice in selecting your telephone service provider.

If You Select BellSouth by the Selection Date: Please contact BellSouth at (866) 709-6145 for business local telephone and local toll service as soon as possible. You will be able to retain your existing Adelphia telephone number with BellSouth service. BellSouth will not charge its customary new connection fee or any other change of carrier charges for these regulated services. If you use Adelphia for long distance services and are in Georgia and Louisiana, you can now select BellSouth Long Distance ("BSLD") as your long distance carrier. BSLD has compelling, cost-effective long distance offers that are available where authorized. If you are outside of those two states, you will need to select another long distance carrier as BellSouth is not authorized to provide these services. If you currently use another carrier for long distance service, you will continue to receive your long distance service from the same carrier.

1) **If You Do Nothing by the Selection Date:** If you have not transferred your local and/or local toll service by the Selection Date, these services will be automatically transferred to BellSouth during the Transfer Period at no cost to you, and you will not experience any service outage. In accordance with the applicable rules of the FCC, services will be provided to you as follows:

a. **Local and Local Toll Services** – BellSouth will provide approximately the same local services as you were receiving with Adelphia at the BellSouth approved rate structure. In addition, BellSouth will not charge its customary new connection fee or any other change of carrier charges for these regulated services. See attached summary of BellSouth local and local toll service terms and conditions for more details. These rates, terms and conditions will be applicable on the date BellSouth becomes your service provider. BellSouth will contact you by mail or telephone to advise of any post-transfer changes. In addition to the rate plans set forth in the summary, BellSouth has attractive pricing programs involving rewards for local service – see attached pricing and promotional materials for details.

Long Distance Services – If you use Adelphia for long distance services you must select another carrier, as these services will not be automatically switched to BSLD. If you use Adelphia for long distance services and are in Georgia and Louisiana, you can, however, now select BSLD as your long distance carrier. BSLD has compelling, cost-effective long distance offers that are available where authorized. If you are outside of those two states, you will need to select another long distance carrier as BellSouth is not authorized to provide these services. If you currently use another carrier for long distance service, you will continue to receive your long distance service from the same carrier.

b. **Service Adjustments** – You may make adjustments and changes to your service from BellSouth at any time by calling service representatives (per your billing statement).

3) **If You Select Another Provider before the Selection Date:** Please be aware that if you transfer your local service to a provider other than BellSouth, you may incur a new connection charge, and you must make arrangements with that service provider to transfer your service prior to the Selection Date.

If you have a preferred carrier freeze which prevents unsolicited changes to your local telephone and local toll service and have not contacted BellSouth or another provider by the Selection Date, the freeze will be lifted and your local and local toll service transferred to BellSouth. Please contact BellSouth to arrange for the freeze protection to be reinstated after the transfer if BellSouth is your carrier.

Adelphia will no longer make any new changes to your Adelphia telephone service. Adelphia has responsibility for handling any outstanding complaints or disputes that may exist between you and Adelphia or another carrier. You will be responsible for any account balance due Adelphia through the date of transfer. After the payment of your final bill to Adelphia, any deposits or credits that may be due to you from Adelphia will be sent to you within 30 days following the discontinuation of your telephone service.

If you have any questions regarding your Adelphia telephone service or the transfer of your service, please direct any questions you may have to Adelphia at the appropriate number listed below.

Adelphia Contacts:	Tampa, FL (877) 780-0884	Mobile, AL (877) 368-5992	Louisville, KY (502) 515-1000	Jackson, MS (601) 914-1200
Lexington, KY (502) 514-1000	New Orleans, LA (504) 569-9220	Raleigh, NC (800) 990-8324	Columbia/Greenville, SC (877) 497-3746	South Florida (877) 208-2483
Nashville/Memphis, TN (615) 263-1100	Baton Rouge, LA (225) 612-1700	Jacksonville, FL (877) 239-6010	Orlando, FL/Charlotte, NC/Atlanta, GA (877) 279-3900	
Norfolk, VA (800) 491-9167	Richmond, VA (804) 915-2500	Roanoke, VA (877) 780-0220	Charlottesville, VA (877) 780-0220	

Adelphia will work with you to attempt to resolve any outstanding issues involving its service. If you have any questions about BellSouth's telephone services or features, please contact BellSouth at (866) 709-6145 or visit our web site at www.bellsouth.com/smallbusiness.

BellSouth looks forward to meeting your communications needs. Please see attached terms and conditions as well as promotional materials for attractive offers concerning BellSouth products and services.

Sincerely,

Adelphia

BellSouth

BELLSOUTH'S TERMS AND CONDITIONS OF LOCAL TELEPHONE SERVICE AND LOCAL TOLL SERVICE – ALABAMA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA & TENNESSEE

As a service to our customers and in compliance with applicable requirements of the FCC and your state public service commission, BellSouth provides the following information concerning the terms and conditions of service:

- 1) Your business unlimited local telephone service will be billed at the following monthly tariff rates for BellSouth's single line flat rate business line service (depending on state and rate group):

Alabama	\$35.79 - \$36.23	North Carolina	\$26.81 - \$33.89
Kentucky	\$35.00 - \$35.25	South Carolina	\$32.55 - \$42.75
Louisiana	\$28.68 - \$33.00	Tennessee	\$27.05 - \$39.70
Mississippi	\$34.61 - \$43.00		

Prices for additional services such as caller ID, call waiting and voicemail also vary by state, and pricing can be provided by a BellSouth sales associate at (866) 709-6145.

You will pay only \$0.10 - \$0.25 per minute charge for in-state local toll calls (rates vary depending on state), with no monthly fees or usage minimums.

- 2) **Your business can save 10-20% off the above BellSouth monthly local telephone service rates and other local tariffed services with a 36-month term election agreement if you qualify*.** If you subscribe to hunting (rollover) service, you will also receive significantly reduced rates, and you are also eligible for special savings on Internet services such as BellSouth FastAccess DSL and BellSouth Dedicated Internet Access service. Contact your BellSouth sales associate to inquire about other offers and to help you determine which services are right for you. **Offer expires 6/25/02.**

State	Rate Range	State	Potential Rate After Savings
Alabama	\$28.63 - \$32.61	North Carolina	\$21.45 - \$30.50
Kentucky	\$28.00 - \$31.73	South Carolina	\$26.04 - \$38.48
Louisiana	\$22.94 - \$29.70	Tennessee	\$21.64 - \$35.73
Mississippi	\$27.69 - \$38.70		

BellSouth also offers Complete Choice for Business, a convenient package that combines unlimited local calling with over 20 additional features, for only \$53 - \$72 per line (depending on your location). This includes popular features such as caller ID, call waiting, call return, 3-way calling, and hunting/rollover (if applicable).

For more information on how BellSouth can help you with all your telecommunications needs, please call a BellSouth Small Business sales associate at (866) 709-6145, refer to the Customer Guides section of your BellSouth telephone directory, or visit our web site at www.bellsouth.com/smallbusiness. You can count on BellSouth to deliver a wide variety of services, products and savings plans to help you stay competitive, so you can focus on what matters most – your business.

*Only available to BellSouth Small Business customers in specific areas without current volume and term or other contracts. Hunting discount may apply. Excludes analog private line service. Savings will vary. Savings and installation waiver require monthly spending between \$75 and \$3,000 for local tariffed services and 36-month term agreement. Termination charges may apply. Other election periods or offers provide different savings amounts; 18-month term agreement also available at lower savings rate. Other restrictions apply. Customer will receive savings actually incurred.

BELLSOUTH'S TERMS AND CONDITIONS OF LOCAL TELEPHONE SERVICE AND LOCAL TOLL SERVICE (continued) – ALABAMA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA & TENNESSEE

- 3) Charges for late payment and returned checks – A late payment charge of 1.5-5% (depending on state) is applicable if payment is not made by the next bill date as reference in the Payment Information section of the telephone bill. There is a \$20-25 charge (depending on state) for returned checks. If late payment or returned check charges are applicable, they can be found in the Other Charges section and Monthly Statement section of the telephone bill.
- 4) Deposits and advance payments – If a deposit or advance payment is later required to continue local exchange service with BellSouth, the advance payment will appear in the Monthly Statement section of your telephone bill and the deposit will appear in the Payment Information section of your telephone bill. Information on interest accrual and refund of deposit can be found in the Tariffs and Notifications section of the BellSouth Small Business Services web site (www.bellsouth.com/smallbusiness).
- 5) You may terminate your service at any time, subject to a minimum one-month's billing as set forth in BellSouth tariffs, unless you subscribe to a term election agreement. If you desire a term election agreement, you should receive applicable termination charges.

BELLSOUTH'S TERMS AND CONDITIONS OF LOCAL TELEPHONE SERVICE AND LOCAL TOLL SERVICE – GEORGIA AND FLORIDA

As a service to our customers and in compliance with applicable requirements of the FCC and your state public service commission, BellSouth provides the following information concerning the terms and conditions of service:

- 1) Your business unlimited local telephone service will be billed at the following monthly tariff rates for BellSouth's single line flat rate business line service (depending on state and rate group):

State	Tariff Rate
Georgia	\$24.90 - \$48.30
Florida	\$25.29 - \$36.95

Prices for additional services such as caller ID, call waiting and voicemail also vary by state, and pricing can be provided by a BellSouth sales associate at (866) 709-6145.

You will pay only \$0.12 - \$0.249 per minute charge for in-state local toll calls (rates vary depending on state), with no monthly fees or usage minimums.

- 2) **Your business can save at least 25% off the above BellSouth monthly local telephone service rates and other local tariffed services with a 36-month term election agreement if you qualify*.** If you subscribe to hunting (rollover) service, you will also receive significantly reduced rates up to 100%, and you are also eligible for special savings on Internet services such as BellSouth FastAccess DSL and BellSouth Dedicated Internet Access service. Contact your BellSouth sales associate to inquire about other offers and to help you determine which services are right for you. **Offer expires 6/25/02.**

State	Potential Rate Savings*
Georgia	\$18.68 - \$36.23
Florida	\$18.97 - \$27.71

BellSouth also offers Complete Choice for Business, a convenient package that combines unlimited local calling with over 20 additional features, for only \$53 - \$72 per line (depending on your location). This includes popular features such as caller ID, call waiting, call return, 3-way calling, and hunting/rollover (if applicable).

For more information on how BellSouth can help you with all your telecommunications needs, please call a BellSouth Small Business sales associate at (866) 709-6145, refer to the Customer Guides section of your BellSouth telephone directory, or visit our web site at www.bellsouth.com/smallbusiness. You can count on BellSouth to deliver a wide variety of services, products and savings plans to help you stay competitive, so you can focus on what matters most – your business.

*Only available to BellSouth Small Business customers in specific areas without current volume and term or other contracts. Hunting discount may apply. Excludes analog private line service. Savings will vary. Savings and installation waiver require monthly spending between \$75 and \$3,000 for local tariffed services and 36-month term agreement. Termination charges may apply. Other election periods or offers provide different savings amounts; 18-month term agreement also available at lower savings rate. Other restrictions apply. Customer will receive savings actually incurred.

BELLSOUTH'S TERMS AND CONDITIONS OF LOCAL TELEPHONE SERVICE AND LOCAL TOLL SERVICE (continued) – GEORGIA AND FLORIDA

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- 5) You may terminate your service at any time, subject to a minimum one-month's billing as set forth in BellSouth tariffs, unless you subscribe to a term election agreement. If you desire a term election agreement, you should receive applicable termination charges.

BSR0201116

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Yesterday, today, and tomorrow, BellSouth proves its value to small businesses

> Welcome to BellSouth®

See inside for your opportunity to start saving now!

Start saving now!

Team up with a dependable communications partner now!

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BELLSOUTH ©

Depend on BellSouth to help you grow your business

BellSouth has proven it's here to stay, providing dependable service and affordable rates year after year. Your changeover to BellSouth® should be so smooth that you won't even notice.

BellSouth offers a wide variety of services, products and savings plans to help you stay competitive, so you can focus on what matters most — your business. Here are just a few convenient services and products available to your business at competitive rates from BellSouth.

- BellSouth® FastAccess® Business DSL
- data services
- web hosting
- wireless & paging services
- equipment
- advertising*

Ranked the highest for local service to small business

J.D. Power and Associates ranked BellSouth "Highest Customer Satisfaction with Small Business Local Telephone Service Providers."** This was the first ever survey of small

*Provided by BellSouth Advertising and Publishing Corporation in The Real Yellow Pages and RealPages.com.

**J.D. Power and Associates 2001 Small Business Telecommunications Study™. Study conducted among 2,511 business users with 1-99 employees. www.jdpower.com.

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Version 0502



businesses' opinions of their telephone service providers by J.D. Power and Associates, the highly respected global marketing information services firm. The study assessed billing, call quality, products and services, customer service representatives, sales representatives, and customer care.

Service plans with savings for you

We value your business and prove it by offering you discounts and rewards that help your bottom line. When you use BellSouth products and services to grow your business, you're taking advantage of a cost-effective combination of savings and dependability.

Start saving 10% to 20% today if you qualify

Sign and detach the agreement at right, and fax it to 1-888-874-5012

Or call 1-866-709-6145 to speak with one of our Small Business Sales Associates about which service plan is the best match for your unique needs.

All of us here at BellSouth look forward to serving you.



BellSouth Key Customer Program Subscriber Election

The undersigned Subscriber desires to participate in the BellSouth Key Customer Program (the "Program") and agree to the following:

1. Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber and has monthly billed BellSouth regulated charges¹ (as defined in the applicable BellSouth tariff) at each such location between \$100 and \$3,000. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff ("G.S.S.T.") or Private Line Services Tariff, for a minimum of eighteen (18) or thirty-six (36) months from the enrollment date in the Program. The enrollment date shall be determined by the first billing cycle date in which Subscriber receives the discount off its BellSouth regulated charges as set forth in paragraph 2, below.
2. Subscriber agrees to the following term and discount:

Monthly Billed BellSouth Regulated Charges ¹	Eighteen (18) Month Term	Thirty-six (36) Month Term
\$1,000 - \$3,000.00	14%	18%
\$150 - \$999.99	10%	14%
\$100 - \$149.99	6%	10%
Hunting Bonus Discount	50%	75%

¹The total billed charges consist of end-user monthly billed BellSouth regulated charges at qualifying locations excluding nonregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.

3. The Hunting Bonus Discount will apply to the Subscriber's recurring charge for the Hunting service commensurate with the term of the election Subscriber chooses (Hunting is also defined as Rotary Line Service).
4. Subscriber may renew this election agreement for another term, under the same terms and conditions, by providing BellSouth with written notice of its intent to do so within 30 days prior to the expiration of the initial term of this election, (with exception to those Subscribers participating in North Carolina).
5. For each month during which this term election agreement is in effect, Subscriber will receive the discount associated with Subscriber's monthly total billed BellSouth charges¹ (as defined in the applicable BellSouth tariffs) for that particular month in each state as approved by regulatory authority. If such revenue falls below the minimum revenue per month, discounts will not be applied for such locations. The applied discounts will appear as a credit in the Other Charges and Credits (OCC&C) section of the Subscriber's bill. All business local service will continue after the election term has expired, after which Subscriber agrees to pay full tariffed charges.
6. In the event Subscriber discontinues business local service with BellSouth prior to the expiration of the term, Subscriber shall pay to BellSouth the amount of discounted charges for its local services that the Subscriber had received as a result of Subscriber's participation in the Program. Subscriber is responsible for repayment of all discounts received associated with this term election. In addition to the reimbursement of the discounts, tariffed termination liability charges for individual services will be applied, if applicable.
7. In the event Subscriber changes service locations for business local service, Subscriber shall notify their BellSouth Small Business Office to advise of the change in service location.
8. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call their BellSouth Small Business Office to continue the Program once the improperly switched account has been returned to BellSouth.
9. This election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time. Other restrictions may apply pursuant to the tariffs.

Version 0502

PLEASE RETAIN FOR YOUR RECORDS

YES! I want to reduce my local regulated phone bill with the following term election (term length checked below) and understand and agree to the conditions set forth in the enclosed document. 36-month 18-month

Company Name _____ Phone Number (_____) _____

Signature X _____ Title _____

(I understand that my signature constitutes my company's enrollment in the Key Customer Program under this term election agreement under the conditions as set forth above and in this document. I have authority to commit my company to this term agreement.) Enrollment void under certain restrictions.

Print Name _____ Date _____

Please fax this agreement to 1-888-874-5012. If you have any questions, please call 1-866-709-6145.

BELLSOUTH®

Yesterday, today, and tomorrow, BellSouth proves its value to small businesses



Welcome to BellSouth®

See inside for your opportunity to start saving now!

BELLSOUTH

1028888

Start saving now!

Team up with a dependable communications partner now!

-
-
-

Depend on BellSouth to help you grow your business

BellSouth has proven it's here to stay, providing dependable service and affordable rates year after year. Your changeover to BellSouth® should be so smooth that you won't even notice.

BellSouth offers a wide variety of services, products and savings plans to help you stay competitive, so you can focus on what matters most — your business. Here are just a few convenient services and products available to your business at competitive rates from BellSouth:

- **BellSouth® FastAccess® Business DSL**
- **data services**
- **web hosting**
- **wireless & paging services**
- **equipment**
- **advertising***

Ranked the highest for local service to small business

J.D. Power and Associates ranked BellSouth "Highest Customer Satisfaction with Small Business Local Telephone Service Providers."** This was the first ever survey of small

*Provided by BellSouth Advertising and Publishing Corporation in The Real Yellow Pages and RealPages .com.

**J.D. Power and Associates 2001 Small Business Telecommunications Study™ Study conducted among 2,511 business users with 2-99 employees. www.jdpower.com. © 2002 BellSouth Corporation. All service marks and trademarks contained herein are the property of BellSouth Intellectual Property Corporation or their respective owners.

Version 0502



businesses' opinions of their telephone service providers by J.D. Power and Associates, the highly respected global marketing information services firm. The study assessed billing, call quality, products and services, customer service representatives, sales representatives, and customer care.

Service plans with savings for you

We value your business and prove it by offering you discounts and rewards that help your bottom line. When you use BellSouth products and services to grow your business, you're taking advantage of a cost-effective combination of savings and dependability.

Start saving 10% to 20% today if you qualify

Sign and detach the agreement at right, and fax it to 1-888-874-5012

Or call 1-866-709-6145 to speak with one of our Small Business Sales Associates about which service plan is the best match for your unique needs.

All of us here at BellSouth look forward to serving you.

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BellSouth Key Customer Program Subscriber Election Agreement — Tennessee

The undersigned Subscriber desires to participate in the BellSouth Key Business Discount Program (the "Program"), and agrees to the following:

1. Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber and has monthly total billed BellSouth revenue* at each such location between \$100 and \$3,000. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff (G S S T) or Private Line Services Tariff, for a minimum of eighteen (18) or thirty-six (36) months from the enrollment date in the Program. The enrollment date shall be determined by the first billing cycle date in which Subscriber receives the discount off its BellSouth regulated charges as set forth in paragraph 2 below.
2. Subscriber agrees to the following term and base discount:

Monthly BellSouth Total Billed Revenue*	Eighteen (18) Month Term	Thirty-six (36) Month Term
\$75 - \$3,000.00	14%	18%
\$150 - \$999.99	10%	14%
\$100 - \$149.99	6%	10%
Hunting Bonus Discount	50%	75%

*The total billed BellSouth revenue is based upon the applicable BellSouth tariffs and consists of and user monthly total billed BellSouth revenue at qualifying locations in Tennessee excluding unregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services) and charges for services provided by other companies.

3. The Hunting Bonus Discount will apply to the Subscriber's recurring charge for the Hunting service commensurate with the Term of the Election Subscriber chooses. (Hunting is also defined as Grouping Service)
4. Subscriber may renew this election agreement for another term, under the same terms and conditions, by providing BellSouth with written notice of its intent to do so within 30 days prior to the expiration of the initial term of this election agreement.
5. For each month during which this term election agreement is in effect, Subscriber will receive the discount associated with Subscriber's monthly total billed BellSouth revenue (as defined G S S T A13 90 a and/or B7 11 4) for that particular month. If such revenue falls below the minimum revenue per month, discounts will not be applied for such locations. The applied discounts will appear as a credit in the Other Charges and Credits (OCC) section of the Subscriber's bill. All business local service will continue after the Election term has expired after which Subscriber agrees to pay full tariffed charges.
6. Estimated total savings for the life of this term election is based on the information available at the start of this election period; customer will receive savings actually incurred.
7. Should Subscriber terminate this election without cause, Subscriber shall pay BellSouth a termination liability equal to the lesser of (1) the total of discounts received during the previous twelve (12) months of service and the repayment of the prorated amount of any waived or discounted nonrecurring charges, or (2) six percent (6%) of the total election amount. Should the Subscriber elect to terminate this agreement prior to the expiration date without cause, the actual termination charge will be calculated based on information available at the time of termination. The Customer may also request a calculation of the termination charge at any point during the term of this term plan. In addition to the reimbursement of the discounts, tariffed termination liability charges for individual services will be applied, if applicable.
8. In the event Subscriber changes service locations for business local service, Subscriber shall notify its BellSouth Small Business Office to advise of the change in service location.
9. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call its BellSouth Small Business Office to continue the Program once the improperly switched account has been returned to BellSouth.
10. This Election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.

Version 0502

PLEASE RETAIN FOR YOUR RECORDS

YES! I want to reduce my local regulated phone bill with the following term election (term length checked below) and understand and agree to the conditions set forth in the enclosed document. 36 month 18 month

Company Name _____ Phone Number: (_____) _____

Signature _____ Title _____

I understand that my signature constitutes my company's enrollment in the Key Customer Program under the term election agreement (under the conditions as set forth above and in this document). I have authority to commit my company to the term agreement. Enrollment void under certain restrictions.

Print Name: _____ Date: _____

Please fax this agreement to 1-888-874-5012. If you have any questions please call 1-866-709-6145.

RSBB2013

BELLSOUTH®

Yesterday, today, and tomorrow, BellSouth proves its value to small businesses



Welcome to BellSouth®

See inside for your opportunity to start saving now!

Start saving now!

Team up with a dependable communications partner now!

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-
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BELLSOUTH®

Depend on BellSouth® to help you grow your business

BellSouth has proven it's here to stay, providing dependable service and affordable rates year after year. Your changeover to BellSouth® should be so smooth that you won't even notice.

BellSouth offers a wide variety of services, products and savings plans to help you stay competitive, so you can focus on what matters most — your business. Here are just a few convenient services and products available to your business at competitive rates from BellSouth:

- **BellSouth® FastAccess® Business DSL**
- **data services**
- **web hosting**
- **wireless & paging services**
- **equipment**
- **advertising***

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Version 0602



businesses' opinions of their telephone service providers by J D Power and Associates, the highly respected global marketing information services firm. The study assessed billing, call quality, products and services, customer service representatives, sales representatives, and customer care

Service plans with savings for you

We value your business and prove it by offering you discounts and rewards that help your bottom line. When you use BellSouth products and services to grow your business, you're taking advantage of a cost-effective combination of savings and dependability.

Start saving at least 25% today if you qualify

Sign and detach the agreement at right, and fax it to 1-888-874-5012.

Or call 1-866-709-6145 to speak with one of our Small Business Sales Associates about which service plan is the best match for your unique needs.

All of us here at BellSouth look forward to serving you



BellSouth Key Customer Program Subscriber Election — Georgia & Florida

The undersigned Subscriber desires to participate in the BellSouth Key Customer Program (the "Program") and agrees to the following.

1. Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber in Georgia or Florida and has monthly billed BellSouth regulated charges¹ (as defined in the applicable BellSouth tariff) at each such location between \$75 and \$3,000 excluding hunting charges. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff ("G.S.S.T.") or Private Line Services Tariff for a minimum of eighteen (18) or thirty-six (36) months from the enrollment date in the Program. The enrollment date shall be determined by the first billing cycle date in which Subscriber receives the discount off its BellSouth regulated charges as set forth in paragraph 7 below.
2. Subscriber agrees to the following term and discount:

Monthly Billed BellSouth Regulated Charges ¹	Eighteen (18) Month Term	Thirty-six (36) Month Term
\$75 - \$3,000.00	10%	25%
Hunting Bonus Discount	50%	100%

¹The total billed charges consist of end-user monthly billed BellSouth regulated charges at qualifying locations excluding nonregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including but not limited to services for 911 service and dual party relay services) and charges for services provided by other companies.

3. The Hunting Bonus Discount will apply to the Subscriber's recurring charge for the Hunting service commensurate with the term of the election Subscriber chooses. (Hunting is also defined as Rotary Line Service.)
4. For each month during which this term election agreement is in effect, Subscriber will receive the discount associated with Subscriber's monthly total billed BellSouth charges¹ (as defined in the applicable BellSouth tariffs) for that particular month in each state as approved by regulatory authority. If such charges fall below the minimum revenue per month, discounts will not be applied for such locations. The applied discounts will appear as a credit in the Other Charges and Credits (OCC) section of the Subscriber's bill. All business local service will continue after the election term has expired, after which Subscriber agrees to pay full tariffed charges.
5. In the event Subscriber discontinues business local service with BellSouth prior to the expiration of the term election, Subscriber shall pay to BellSouth the amount of discounted charges for its local services that the Subscriber had received as a result of Subscriber's participation in the Program. In addition, Subscriber shall pay to BellSouth the amount of \$100 representing the costs of administration and acquisition incurred by BellSouth. Tariffed termination liability charges may apply if applicable.
6. In the event Subscriber changes service locations for business local service, Subscriber shall notify its BellSouth Small Business Office to advise of the change in service location.
7. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call its BellSouth Small Business Office to continue the Program once the improperly switched account has been returned to BellSouth.
8. This election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.

Version 0602

PLEASE RETAIN FOR YOUR RECORDS

YES! I want to reduce my local regulated phone bill with the following term election (term length checked below) and understand and agree to the conditions set forth in the enclosed document. 36-month 18-month

Company Name _____ Phone Number (_____) _____

Signature X _____ Title _____

I understand that my signature constitutes my company's enrollment in the Key Customer Program under this term election agreement (under the conditions set forth above and in this document). I have authority to commit my company to this term agreement. Enrollment void under certain restrictions.

Print Name _____ Date _____

Please fax this agreement to 1-888-874-5012. If you have any questions please call 1-866-709-6145.

BellSouth® Long Distance is now available for your business!

No matter what your business needs, BellSouth has a Long Distance plan that's right for you.

Domestic plans that save and simplify.

BellSouth® Business Fixed Rate plans — low per-minute rates for calls made anytime across the U.S.

BellSouth® Business Monthly Saver plan — commit to a monthly spending level, so the more you call the lower your per-minute rate

See reverse for additional savings.

Our International plans extend your business's reach to over 220 countries.

BellSouth® International Fixed Rate plan — flat, competitive international rates anytime you make international calls*

BellSouth® Business Country SelectSM plan — great rates for international calls to the one country of your choice*

BellSouth® International Advantage plan — aggressive international rates, with no monthly fee when you spend at least \$150 a month on international calls*

BellSouth has a variety of additional calling plans that can maximize your savings.

To choose your long distance plan, call 1-866-709-6145 now to learn more.

 BELLSOUTH®

It's easy to save even more on BellSouth® Long Distance. Here's how...

Now you can maximize your Long Distance savings when you choose a Term Election Agreement for your local BellSouth® phone service, BellSouth® Complete Choice® for Business, or BellSouth® FastAccess® Business DSL.** If you do, you will be eligible for our money-saving Long Distance plan — the **BellSouth® Business Preferred Rate plan**. Benefits of this plan include:

- The more you call, the more you save — your rate adjusts automatically every month
- Same great rate whether you call within the state or across the U.S.
- One simple bill, one number to call — one point of contact for all your communication needs

For more information or to order any of these services, call **1-866-709-6145**. See information in the enclosed brochure regarding a **Term Election Agreement for Local Exchange Service**. Then sign and fax the BellSouth Subscriber Term Election Agreement.

Turn over for other BellSouth Long Distance plans.

*Rates vary by country. **Eligibility for BellSouth® Business Preferred Rate plan is based on your having BellSouth® Complete Choice® for Business, Term Election Agreement for BellSouth® Local Exchange Service or BellSouth® FastAccess® Business DSL.

Rates apply to direct dialed calls. Per minute rates vary by calling plan and monthly fee may apply. Long Distance is provided by BellSouth Long Distance, Inc. BellSouth® Long Distance currently available for BellSouth customers only in Georgia and Louisiana. Terms and conditions apply. Key Customer Program Term Election Agreement offer expires June 25, 2002. Not all customers may qualify for the Term Election Agreement for Local Exchange Service or BellSouth® FastAccess® Business DSL.

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Learn more today!

Call 1-866-709-6145

to speak with a

BellSouth®

Sales Associate

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