



BellSouth Telecommunications, Inc.
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Nashville, TN 37201-3300

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REC'D TH
REGULATORY AUTH.

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OFFICE OF THE
EXECUTIVE SECRETARY
July 10, 2002

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

VIA HAND DELIVERY

Hon. Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Petition of BellSouth Telecommunications, Inc., Adelphia Business Solutions of Nashville, Inc. and Adelphia Business Solutions Operations, Inc. to Deem Notice of Affected Customers Sufficient*
Docket No. 02- 00770

Dear Chairman Kyle:

Enclosed are the original and fourteen copies of the parties' Joint Petition to Deem Notice to Affected Customers Sufficient.

Very truly yours,

Guy M. Hicks

GMH:ch

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *Petition of BellSouth Telecommunications, Inc., Adelphia Business Solutions of Nashville, Inc. and Adelphia Business Solutions Operations, Inc. to Deem Notice to Affected Customers Sufficient*

Docket No. 02-_____

JOINT PETITION TO DEEM NOTICE TO AFFECTED CUSTOMERS SUFFICIENT

BellSouth Telecommunications, Inc. ("BellSouth"), Adelphia Business Solutions of Nashville, L.P. and Adelphia Business Solutions Operations, Inc. (jointly, the "Adelphia Companies") (collectively, the "Parties") request that the Tennessee Regulatory Authority ("Authority") deem the notice the Parties intend to give to Affected Customers sufficient pursuant to proposed Rule 1220-20-4-2-.56(2)(d).¹ The Parties further request that the Authority consider and approve this Petition at the next Agenda Conference in order to allow for a seamless transfer of service to customers affected by the proposed transfer prior to the discontinuance of service by Adelphia to affected customers in September, 2002.² The proposed notification letter provides that BellSouth will be the default provider in the event customers do not choose another provider.

¹ Although proposed Rule 1220-4-2-.56(2)(d) is not yet in effect, and the transaction between the Parties is not an "asset transfer" as contemplated by the proposed rule, the parties file this Petition in an abundance of caution and in order to notify the Authority of the proposed transfer of customers.

² Affected customers are those receiving service pursuant to "Total Services Resale", which are those accounts that receive local service provisioned by Adelphia entirely through resale services purchased from BellSouth. Adelphia wishes to note that it will continue to provide facilities-based telecommunications services to its customers in Tennessee, and that those customers will not be affected by the proposed transfer.

The Parties believe that customers having the information set forth in the notification letter in advance of the transfer will enable the customers to make an informed decision regarding the transaction and their choice of preferred carrier. The notice states clearly that the customers are free to choose a carrier other than BellSouth.

The Parties entered into a Service Transfer Agreement on May 17, 2002 whereby the Adelphia Companies agreed to sell and BellSouth agreed to purchase and continue to provide local voice telecommunications services, including local toll services, to customers that are receiving local service provisioned by "Total Service Resale" from BellSouth in certain states.³ The Adelphia Companies' Tennessee accounts receiving Total Service Resale were included in that transaction (the "Affected Customers").

Pursuant to Sections 63.03 and 63.04 of the Federal Communications Commission ("FCC") rules, Adelphia has filed notice with the FCC of its proposed transfer of control of voice telephone service provisioned by Total Services Resale in certain states, including Tennessee.⁴ On July 2, 2002, the application was placed on Public Notice for comment.⁵ A form of the Adelphia notice is attached as Exhibit 2.

³ The U.S. Bankruptcy Court, Southern District of New York, approved the Service Transfer Agreement on June 20, 2002. A copy of the Order is attached as Exhibit 1.

⁴ See Title 47 U.S.C. Secs. 63.03 and 63.04.

⁵ *Public Notice* (DA 02-1561), Domestic Section 214 Application Filed for Consent to Transfer Resale Customers from Adelphia Business Solutions to BellSouth, WC Docket No. 02-181 (Released July 2, 2002)

The proposed transfer of the Affected Customers to BellSouth is being effected in full compliance with Section 64.1120(e) of the FCC's rules, which specifically permits and provides for the acquisition by one telecommunications carrier, through a sale or transfer, either of part or all of another carrier's subscriber base. BellSouth and Adelphia will comply with each and every requirement of the FCC's rules governing such transactions, including the requirement that BellSouth deliver a notice to all Affected Customers ("Transfer Notice") at least thirty days prior to the transfer of telecommunications service from Adelphia to BellSouth, in the form prescribed by the FCC. The Transfer Notice notifies the Affected Customers of Adelphia's intention to discontinue service within 30 days and to transfer customer accounts to BellSouth, BellSouth's intent to accept the customers and to continue provision of voice telephone and data service on terms, rates and conditions set forth in the notice, and the Affected Customers' right to choose another service provider in the event they do not wish to be served by BellSouth.

On May 22 and June 26, 2002, BellSouth filed with the FCC letter notices pursuant to Section 64.1120(e)(2) certifying compliance with the requirements of Section 64.1120(e) and providing a copy of the Transfer Notice. The BellSouth letter notices to the FCC and the Transfer Notice are attached hereto as Exhibits 3 and 4.

As explained below, the proposed transfer of customer accounts also addresses the criteria in proposed Authority Rule 1220-4-2-.56(2)(d):

Proposed Authority Rule 122-4-2-.56(2)(d) provides as follows:

- (d) In the case of an asset transfer between two or more telecommunications service providers when a provider's customer base is included in the transfer, the Authority, upon petition by the acquiring carrier, may deem that sufficient notice has been given to the affected customers when the following criteria are met:
1. The Federal Communications Commission has issued an order granting a waiver of its Slamming Rules for the particular asset transfer transaction.
 2. A notification letter, pre-approved by the Authority, is mailed by U.S. First Class Postage by the carrier currently serving the customer describing the asset transfer and explaining to the customer that his/her local and/or long distance service will be transferred to the acquiring company by a date certain if the customer fails to select another provider. This customer notification shall be mailed to the customer no later than thirty (30) days prior to the actual asset transfer.
 3. The acquiring carrier agrees to pay any fees charged to the customer associated with changing to a new carrier. The notification letter required in 1220-4-2-.56(2)(d)2 shall inform the customer of this provision.
 4. The acquiring carrier agrees to not exceed the rates charged by the acquired carrier for a period not less than (ninety) 90 days after which any rate increase shall require thirty (30) days written notice, pre-approved by the Authority, to each affected customer explaining the increase. The notification letter mentioned in 1220-4-2-.56(2)(d)(2) shall inform the customer of this provision.

With respect to Item 1 of the proposed Rule and as stated above, the proposed transfer of the Affected Customers is being effected in full compliance with Section 64.1120(e) of the FCC's Rules. BellSouth and the Adelphia Companies will comply with each and every FCC requirement governing such

transaction. Title 47 U.S.C. Sec. 64.1120 specifically permits bulk transfers of service from one carrier to another, subject to the acquiring carrier, here BellSouth, complying with the streamlined procedures outlined in Section 64.1120(e). These procedures include providing notice no later than 30 days before the planned transfer of subscribers with the FCC, and also advance notice no later than 30 days before the transfer to the affected subscribers.

Under its streamlined procedures, the FCC does not "issue an order" as contemplated by the Authority's proposed Rule. Instead, the FCC adopted a carrier self-certification process. The FCC found

that it is in the public interest to adopt a carrier self-certification process as the streamlined procedure for notifying the Commission prior to the sale or transfer of a subscriber base. ... Under the streamlined process we adopt in this Order, the acquiring carrier will simply file a letter in CC Docket No. 00-257 with the Secretary of the Commission, no later than 30 days prior to the transfer of the subscriber base to the new service provider, that includes the name of the parties to the transaction, the type of telecommunications services provided to the affected subscribers, the date of the transfer of these subscribers to the acquiring carrier, a certification of compliance with the requirements of this process, and an attached copy of the notice sent to the affected subscribers. ... Under this streamlined approach, in contrast to the waiver process, the carrier need not obtain Commission approval in order to complete the transaction.⁶

Accordingly, the Parties submit that while the FCC will not "issue an order", the Parties satisfied this part of the proposed Rule upon filing the required letter with the FCC.

⁶ See Paragraph 12 of First Report and Order in CC Docket No. 00-257 and Fourth Report and Order in CC Docket No. 94-129, released May 15, 2001.

With respect to Item 2 of the proposed Rule, the Parties propose to jointly send to the Affected Customers the notification letter attached as Exhibit C to the June 26, 2002 FCC filing. See Exhibit 4. The customer notification is provided by both BellSouth and Adelphia in order to make clear to the customers that Adelphia, the customer's carrier, concurs in the information being provided to the customer. Also, Adelphia customers may discard a BellSouth letter since BellSouth is not their carrier. This customer notification letter will be mailed to the Affected Customers by US Mail, First Class, Postage Prepaid, no later than 30 days prior to the actual transfer of accounts.

As to Item 3 of the proposed Rule, BellSouth agrees to pay any fees charged to the Affected Customers associated with changing their service to BellSouth.

With respect to Item 4 of the proposed Rule, approximately three quarters of the Affected Customers currently pay rates to the Adelphia Companies that are equal to or exceed the rates that would be charged by BellSouth. Approximately one quarter of the Affected Customers would pay BellSouth a higher rate on the date of transfer than they are currently paying the Adelphia Companies.⁷ See Exhibit 5. The Parties request that the provision in the proposed Rule that states that "the acquiring carrier agrees not to exceed the rates charged by the acquired carrier for a period not less than ninety (90) days ... and "any rate increase shall require thirty (30) days written notice, preapproved by the Authority, to each

⁷ Many of these Affected Customers may choose another service provider prior to the selection date. Therefore, BellSouth will not have a final customer list that will default to BellSouth until after the selection date. Also, of course, Affected Customers may choose to change service providers after the selection date.

affected customer explaining the increase" not be applied to this transaction to those customers who will pay higher rates for the following reasons.

First, the FCC has considered and expressly rejected a requirement that the acquiring carrier continue to charge customers the same rates as those charged by the transferring carrier.

We decline to require the acquiring carrier to continue to charge affected subscribers the same rates as those charged by the selling or transferring carrier for a specified period after the transfer. Several commentators assert that such a requirement may prove difficult and costly, if not impossible, and may serve as a major impediment to these transactions in the marketplace. We believe that such a requirement is unnecessary because the information the affected subscriber will receive in the 30 advance subscriber notice about the acquiring carriers rates, terms and conditions for the telecommunications services at issue, coupled with the reminder of their right to select a different carrier, will enable them to make an informed decision about who their carrier should be and the rates they pay for these services, consistent with the goals of Section 258.⁸

As stated in the FCC Order, the Affected Customers have the right at any time to transfer to a local telecommunications service provider other than the Adelphia Companies or BellSouth. The Affected Customers are not parties to or bound by the terms of the Service Transfer Agreement entered into by the Parties and therefore become BellSouth customers on the date of transfer only if they fail to choose another carrier. Furthermore, these customers may transfer from BellSouth to another provider after the transfer date.

⁸ See Paragraph 24 of First Report and Order in CC Docket No. 00-257 and Fourth Report and Order in CC Docket No. 94-129, released May 15, 2001.

Second, the Adelpia Companies will cease providing Total Resale Service to Tennessee customers in September, 2002. Thus, those customers risk losing service at that time if this petition is not granted. It will be an impediment to the transaction if BellSouth is required to charge these lower rates.

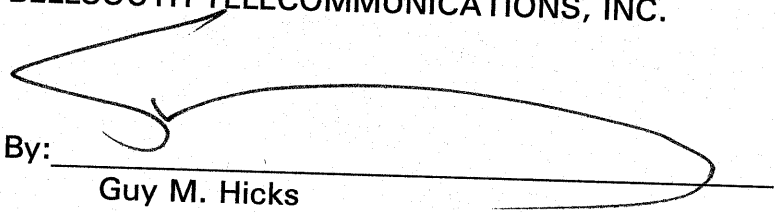
In the alternative, the Parties request approval of the Petition during the next Agenda Conference, as to the Affected Customers transferring to BellSouth whose rates will not exceed the rates charged by the Adelpia Companies. This will allow the transaction to go forward in Tennessee for approximately three quarters of the Affected Customers.

In summary, the Parties respectfully request that the Authority

1. consider this Petition at its next Agenda Conference;
2. deem the customer notification set forth herein as sufficient;
3. grant the Petition, under the circumstances presented and based on applicable FCC rules and the FCC Order, without requiring BellSouth to charge the same or lower rates to all Affected Customers.

Respectfully submitted,

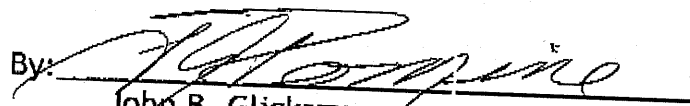
BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
Joelle J. Phillips
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300
615/214-6301

ADELPHIA BUSINESS SOLUTIONS OF NASHVILLE, INC.
AND ADELPHIA BUSINESS SOLUTIONS OPERATIONS,
INC.

By:

A handwritten signature in black ink, appearing to read "T. Romine", is written over a horizontal line.

John B. Glicksman
Terry J. Romine
1 North Main Street
Coudersport, PA 16915
814/260-3143

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X

In re	:	Chapter 11 Case No.
ADELPHIA BUSINESS SOLUTIONS, INC., <i>et al.</i> ,	:	02-11389 (REG)
Debtors.	:	(Jointly Administered)
	:	

-----X

**ORDER, PURSUANT TO SECTIONS
105, 363 AND 1146 OF THE BANKRUPTCY CODE,
APPROVING SERVICE TRANSITION AGREEMENT FOR
THE SALE OF RESALE CUSTOMER ACCOUNTS
AND AUTHORIZING THE CONSUMMATION
OF THE TRANSACTIONS CONTEMPLATED THEREIN**

Upon the motion, dated May 28, 2002 (the "Motion") of Adelphia Business Solutions, Inc. ("ABIZ") and certain of its direct subsidiaries, as debtors and debtors in possession (collectively, the "Debtors"), for an order pursuant to sections 105, 363 and 1146 of title 11, United States Code (the "Bankruptcy Code"), approving the service transition agreement with BellSouth Telecommunications, Inc. ("BellSouth") for the sale of resale customer accounts (the "Purchase Agreement") and authorizing the consummation of the transaction contemplated therein; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and due notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the offer to purchase the BST Accounts (as defined in the Motion) embodied in the Purchase Agreement is the highest and best offer received by the Debtors, that the terms of the sale of the BST Accounts as set forth in the Purchase

Agreement are fair and reasonable and were negotiated at arm's length, that the Debtors and BellSouth are acting in good faith, and BellSouth is therefore entitled to the protections of a good faith purchaser under section 363(m) of the Bankruptcy Code; and it appearing that the consummation of the sale of the BST Accounts to BellSouth is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and upon the Motion and all the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is granted; and it is further

ORDERED that the Purchase Agreement and the transactions contemplated thereby are approved in all respects; and it is further

ORDERED that pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized to sell the BST Accounts to BellSouth upon the terms and conditions set forth in the Purchase Agreement; and it is further

ORDERED that the Debtors are authorized to take all actions and execute all documents necessary or appropriate to effectuate the sale of the BST Accounts to BellSouth, and to effectuate the Purchase Agreement; and it is further

ORDERED that pursuant to section 363(f) of the Bankruptcy Code, the sale of the BST Accounts to BellSouth shall be free and clear of all liens, claims, encumbrances, and interests held by the Debtors or their respective estates and creditors, but only to the extent that the claims of such creditors relate to claims against the Debtors, all of which shall attach to the net proceeds of the sale; and it is further

ORDERED that pursuant to section 1146(c) of the Bankruptcy Code, the sale of the BST Accounts to BellSouth is exempt from any and all transfer taxes; and it is further

ORDERED that BellSouth is granted the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code; and it is further

ORDERED that this Order shall be effective and enforceable immediately upon entry and shall not be stayed pursuant to Fed. R. Bankr. P. 6004(g).

Dated: New York, New York
June 20, 2002

/s/ Robert E. Gerber
UNITED STATES BANKRUPTCY JUDGE

DATE STAMP & RETURN**SWIDLER BERLIN SHEREFF FRIEDMAN, LLP**

3000 K STREET, NW, SUITE 300

WASHINGTON, DC 20007-5116

TELEPHONE (202) 424-7500

FACSIMILE (202) 424-7645

NEW YORK OFFICE
405 LEXINGTON AVENUE
NEW YORK, NY 10174

June 13, 2002

RECEIVED**JUN 13 2002**FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY**VIA HAND DELIVERY**Marlene H. Dortch
Secretary
Federal Communications Commission
445 Twelfth Street, S.W., TW-A325
Washington, D.C. 20554**Re: Application for Approval to Transfer Control of Certain Domestic Resale Customer Base to BellSouth Telecommunications, Inc.**

Dear Ms. Dortch:

On behalf of Adelphia Business Solutions, Inc. ("ABS"), this letter relates to the application filed by ABS on May 28, 2002, seeking approval of a proposed transfer of control of ABS' domestic resale customer base in certain states within BellSouth Telecommunications, Inc. service areas to BellSouth. ABS is a debtor-in-possession subject to chapter 11 bankruptcy proceedings and the proposed transaction is a part of its reorganization initiatives. Although that application referenced its compliance with the Commission's new domestic Section 214 transfer of control procedures set forth in the Commission's revised Part 63 Rules,¹ the Commission's new Part 63 Rules had not yet received the necessary approval from the U.S. Office of Management and Budget (OMB) at the time of filing. OMB has since approved the new requirements and the Commission has issued a Public Notice announcing that, as of June 14, 2002, it will only accept applications for domestic Section 214 transfers that comply with the new rules.²

Accordingly, ABS hereby requests that its pending application be treated under the new requirements and procedures established in the Streamlining Order. In its application, ABS

¹ Those rules were established in Implementation of Further Streamlining Measures of Domestic Section 214 Authorizations, 17 FCC Rcd 5517 (2002) ("Streamlining Order"), 67 FR 18827 (2002).

² See Public Notice, DA 02-1353 (released June 7, 2002)

Marlene H. Dortch
June 13, 2002
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requested streamlined treatment even though the proposed transaction does not fit within the presumptively streamlined categories set forth in Section 63.03(b). ABS wishes to clarify that it does not seek a waiver of the Commission's Rules, but rather is requesting expedited treatment of the application. ABS respectfully submits that expedited treatment is necessary so that ABS and BellSouth may consummate the proposed transaction in a timely manner without disruption or inconvenience to customers and without placing an onerous financial burden on ABS.

An original and one (1) copy of this letter are enclosed for filing. Please date-stamp the enclosed extra copy, and return it to the undersigned. Please do not hesitate to contact me if you have any questions regarding this matter.

Respectfully submitted,

Catherine Wang / ms
Catherine Wang

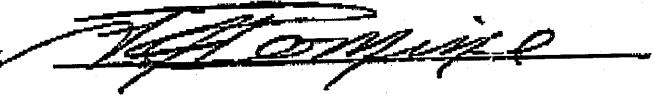
Counsel for
Adelphia Business Solutions, Inc.

Attachment

cc: Terry J. Romine (Adelphia)
Sylvia Serpe (U. S. Office of the Attorney General for the Southern District of New York)
Stan Scheiner (FCC)
William Dever (FCC)

CERTIFICATION

On behalf of Adclphia Business Solutions, Inc. , I hereby certify that the statements made in the foregoing letter regarding the Application for Approval to Transfer Control of Certain Resale Customer Base to BellSouth Telecommunications, Inc. are true, complete and correct to the best of my knowledge and are made in good faith.

By: Name: Terry J. RomineTitle: Director of Legal and Regulatory AffairsDate: June 12, 2002

ADELPHIA BUSINESS SOLUTIONS

**1 N. Main Street
Coudersport, PA 16915**

Direct Dial: (814) 260-3143

Facsimile: (814) 274-8243

E-mail: terry.rom@adelphia.com

May 23, 2002

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

Re: Application for 214 Authorization for Transfer of Control of Certain Resale Customer Base from Adelphia Business Solutions Operations, Inc.; Adelphia Business Solutions of Kentucky, Inc.; Adelphia Business Solutions of Nashville, L.P.; Adelphia Business Solutions of Louisiana, LLC; Adelphia Business Solutions of Jacksonville, Inc.; Adelphia Business Solutions Investment, LLC; and Adelphia Business Solutions of South Carolina, Inc. (collectively "Adelphia Business Solutions") to BellSouth Telecommunications, Inc. ("BellSouth")

Dear Madam Secretary:

Pursuant to Section 63.04 of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. § 63.04, Adelphia Business Solutions ("Applicants") hereby requests authorization to transfer control of certain of its resale customer base (approximately 10,000 lines) existing in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee within BellSouth service areas ("BellSouth Territories") to BellSouth.¹ Additionally, Adelphia Business Solutions asks that the application be processed pursuant to the streamlined procedures set forth in Section 63.03 of the FCC's rules and regulations, 47 C.F.R. § 63.03. In support of its requests, the following information is provided:

1. Name, address and telephone number of each applicant (§ 63.04(a)(1)); the government, state or territory under the laws of which each corporate or partnership applicant is organized (§ 63.04(a)(2)); and the states applicable to this Application in which the applicant is certified to provide telephone services (§ 63.04(a)(7)):

Adelphia Business Solutions Operations, Inc., a Delaware corporation, is certified to provide, and currently provides, local and long distance voice and data

¹ BellSouth has authority to operate these lines pursuant to Section 63.01(a) of the FCC rules and regulations, 47 C.F.R. § 63.01(a).

Marlene H. Dortch, Secretary
Federal Communications Commission
May 23, 2002

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telecommunications services through resale and through its own facilities in, among others, the States of Alabama, Georgia, Mississippi, North Carolina, and Tennessee.

Adelphia Business Solutions of Kentucky, Inc., a Delaware corporation, is certified to provide, and currently provides, local and long distance voice and data telecommunications services through resale and through its own facilities in the Commonwealth of Kentucky.

Adelphia Business Solutions Investment, LLC, a Delaware limited liability company, is certified to provide, and currently provides, local and long distance voice and data telecommunications services through resale and through its own facilities in, among others, the State of Florida.

Adelphia Business Solutions of Jacksonville, Inc., a Florida corporation, is certified to provide, and currently provides, local and long distance voice and data telecommunications services through resale and through its own facilities in the State of Florida.

Adelphia Business Solutions of South Carolina, Inc., a Delaware corporation, is certified to provide, and currently provides, local and long distance voice and data telecommunications services through resale and through its own facilities in the State of South Carolina.

Adelphia Business Solutions of Nashville, L.P., a California limited partnership, is certified to provide, and currently provides, local and long distance voice and data telecommunications services through resale and through its own facilities in the State of Tennessee.

Adelphia Business Solutions of Louisiana, LLC, a Delaware limited liability company, is certified to provide, and currently provides, local and long distance voice and data telecommunications services through resale and through its own facilities in the State of Louisiana.

Address and telephone number of all the above-listed companies are:

One North Main Street
Coudersport, PA 16915
(814) 260-3143

Marlene H. Dortch, Secretary
Federal Communications Commission
May 23, 2002

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2. Please address all correspondence concerning the application to (§ 63.04(a)(3)):

Terry J. Romine, Esq.
Director, Legal and Regulatory Affairs
Adelphia Business Solutions, Inc.
One North Main Street
Coudersport, PA 16915
Telephone: (814) 260-3143
Facsimile: (814) 274-8243
E-mail: terry.romine@adelphia.com

3. The names, address, citizenship and principal business of any person or entity that directly or indirectly owns at least ten (10) percent of the equity of the applicant, and the percentage owned by each of those entities (to the nearest one (1) percent) (a corporate chart depicting the ownership structure is attached as Exhibit A) (§ 63.04(a)(4)):

Adelphia Business Solutions Operations, Inc. and Adelphia Business Solutions of Kentucky, Inc. are owned 100 percent by:

Adelphia Business Solutions, Inc., a Delaware corporation
One North Main Street
Coudersport, PA 16915

Adelphia Business Solutions of Nashville, L.P.'s ownership structure is as follows:

Adelphia Business Solutions of Tennessee, Inc., a Delaware corporation, is the General Partner with a 95% interest, and Adelphia Business Solutions, LLC, a Delaware limited liability company, is a limited partner with a 5% interest. The address of each of these companies is:

One North Main Street
Coudersport, PA 16915

Adelphia Business Solutions of Jacksonville, Inc.'s ownership structure is as follows:

80% Interest – Adelphia Business Solutions Investment, LLC, a Delaware limited liability company (is also an Applicant)
20% Interest – Adelphia Business Solutions of Florida, Inc., a Florida corporation

Marlene H. Dortch, Secretary
Federal Communications Commission
May 23, 2002

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The address of each company is: One North Main Street, Coudersport, PA 16915

Adelphia Business Solutions Investment, LLC and Adelphia Business Solutions of South Carolina, Inc. are both owned 100% by:

Adelphia Business Solutions Operations, Inc., a Delaware corporation,
One North Main Street
Coudersport, PA 16915
(also an applicant)

Adelphia Business Solutions of Louisiana, LLC is owned 100% by Adelphia Business Solutions of Louisiana, Inc., a Delaware corporation, One North Main Street, Coudersport, PA 16915.

4. Each of the Applicants certifies that pursuant to 47 C.F.R. §§ 1.2001 through 1.2003, no party to the application is subject to a denial of Federal benefits pursuant to section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 853.
5. Description of the Transaction (§ 63.04(a)(6)).

Adelphia Business Solutions has its own switches to provide facilities-based services and has installed approximately 30,000 miles of fiber throughout the United States. In addition to provisioning service to its customers through its own facilities, the companies also provide service to some customers by reselling the telecommunications services of the ILEC in the particular service territory ("Total Services Resale"). Adelphia Business Solutions has made a decision that it will no longer provision service to customers via Total Services Resale, except under limited circumstances. As there are a number of customers that are not located in rate centers in which Adelphia Business Solutions is able to serve on its own facilities, Adelphia Business Solutions is engaged in transitioning its Total Services Resale customer base to other providers.

On May 17, 2002, the Applicants executed a Service Transition Agreement in which Adelphia Business Solutions has agreed to sell and BellSouth has agreed to purchase and continue to provide voice and data telephone service to customer accounts that are receiving local service provisioned by Total Services Resale from BellSouth and are located in a BellSouth Territory (the "Affected Customers"). There are approximately 10,000 lines that will be transferred under this transaction.

The proposed transfer of the Affected Customers is being effected in full compliance with Section 64.1120(e) of the FCC's rules, which specifically permits and provides for the acquisition by one telecommunications carrier, through a sale or transfer, either of part or all of another carrier's subscriber base. BellSouth and Adelphia Business Solutions will comply with each and every requirement of the FCC's rules governing such transactions, including the requirement that BellSouth deliver a notice

Marlene H. Dortch, Secretary
Federal Communications Commission
May 23, 2002

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to all Affected Customers ("Transfer Notice") at least thirty (30) days prior to the transfer of telecommunications service from Adelphia Business Solutions to BellSouth, in the form prescribed by the FCC. The Transfer Notice will notify the Affected Customers of Adelphia Business Solutions decision to transfer the customer accounts to BellSouth. BellSouth's intent to accept the accounts and to continue provision of voice telephone and data service on terms, rates and conditions set forth in the notice, and the Affected Customers' right to choose another service provider in the event they do not wish to be served by BellSouth.

6. Description of geographic areas in which the transferee offer domestic telecommunications services, and what services are provided in each area (§ 63.04(a)(7)).

BellSouth is an incumbent local exchange carriers and provides local voice and data telecommunications services in service areas within the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

7. The Application is appropriate for streamlined treatment (§ 63.04(a)(8)).

In the recent Report and Order which implemented certain streamlining of measures for domestic Section 214 authorizations,² the Commission found that where there is sale of assets where no customers will not lose service nor have their service impaired as a result of the transaction, the transaction should be treated as transfers of control rather than discontinuances. The Commission further found that the streamlined transfer of control requirements adopted would be less burdensome than the current discontinuance requirements. Further, the Commission found that "both dominant and non-dominant carriers are subject to the same 31-day streamlined procedure, unlike the discontinuance procedures, which applies different timeframes to these carriers."³

Adelphia Business Solutions submits that its application should be provided streamlined treatment, although the transaction does not fit within the specific presumptive streamlined categories set forth in Section 63.03(b). If the application were not permitted streamline treatment, the Commission's rules would be far more burdensome to Adelphia Business Solutions than the previous discontinuance of service rules. As indicated, the provisions of Section 64.1120(e) will be complied with, which requires at least a 30-day notice to the customer by the acquiring carrier.⁴ BellSouth has filed its notice with the FCC as required by Section 64.1120(e), which should be treated to streamlined processing. Under the Commission's prior rules, Adelphia Business Solutions' notification of discontinuance of service to these

² Report and Order, (FCC 02-78) In the Matter of Implementation of Further Streamlining Measures for Domestic Section 214 Authorizations, CC Docket No. 01-150 (adopted March 14, 2002).

³ *Id.*, para. 64.

⁴ In fact, the notice to the Affected Customers is a joint notice from both Adelphia Business Solution and BellSouth.

Marlene H. Dorich, Secretary
Federal Communications Commission
May 23, 2002

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customers would have been treated to streamline processing as well. With the adoption of the new rules, there is no presumptive streamline treatment for Adelphia Business Solutions' transfer of control application, which may result in a delay in consummating the transaction and could result in the customers being subject to a discontinuance of service rather than a seamless transition to another carrier.

Moreover, the proposed transaction involves only the transfer of local exchange assets of a local exchange carrier and there is not an acquisition of corporate control. Adelphia Business Solutions would argue that if a dominant incumbent LEC may utilize the streamlined procedures to transfer local exchange assets that Adelphia Business Solutions a non-dominant competitive local exchange carrier should be treated similarly.

Additionally, as discussed below, the transfer of the customer base is a part of Adelphia Business Solutions' reorganization initiatives. Consequently, should the transfer of these lines be inordinately delayed, it may have an adverse impact on the several Adelphia Business Solutions companies' ability to emerge successfully from bankruptcy. Or, alternatively, if the transaction cannot be consummated due to the delay in obtaining FCC approval, Adelphia may have no option left other than discontinue service to these customers and require the customers to find an alternate provider as opposed to the seamless transfer of service that will occur under the proposed transaction (noting that the Affected Customer may elect to select an alternative provider prior to the actual transfer of the lines to BellSouth).

Accordingly, Adelphia Business Solutions asks that streamlined treatment be applied to this Application.

8. Identification of all other Commission applications related to the same transaction (§ 63.04(a)(9)).

On May 22, 2002, pursuant to Section 64.1120 of the FCC's rules, BST filed with the FCC a letter notice certifying compliance with the requirements of Section 64.1120(e) and the FCC Rules.

9. A statement of whether the applicants are requesting special consideration because either party to the transaction is facing imminent business failure (§ 63.04(a)(10)).

On May 27, 2002, Adelphia Business Solutions, Inc., the ultimate parent company of each of the Applicants, Adelphia Business Solutions Operations, Inc., Adelphia Business Solutions of Kentucky, Inc. and four other Adelphia Business Solutions, Inc. subsidiaries not parties to this application, each commenced a case under Chapter 11 of the United State Code, 11 U.S.C. Sections 101 *et. seq.* by filing a voluntary petition with the United States Bankruptcy Court for the Southern District of New York. The transaction, as it relates to the Applicants that have filed for Chapter 11 protection, will be required to be approved by the Bankruptcy Court. We anticipate that a hearing and approval of the transaction should occur on or about June 14, 2002.

Marlene H. Dortch, Secretary
Federal Communications Commission
May 23, 2002

7

The proposed transaction with BellSouth will permit Adelphia Business Solutions to reduce the cash outflow associated with this customer base and reduce certain overhead costs associated with managing this customer base. The companies will be able to focus on the provision of facility-based services to customers that are located inside the facility-based footprint. Accordingly, a streamline procedure would be beneficial to Adelphia Business Solutions.

10. There are no separately filed waiver requests being sought in conjunction with the transaction (§ 63.04(a)(11)).

11. Public Interest, Convenience and Necessity Factors (§ 63.04(a)(12)).

The proposed transaction is in the public interest because it provides for the orderly and seamless transfer of voice telephone and data services for the Affected Customers to BellSouth. The Affected Customers will not run the risk of having their service interrupted and their service will be transferred conveniently with no need for action on their part. Moreover, the Affected Customer will retain all rights to elect the carrier of their choice in the event they do not wish to be served by BellSouth.

The transfer of these lines also will provide Adelphia Business Solutions an opportunity to focus on its facilities-based customers and implement its revised business plan, and be able to emerge successfully from Chapter 11.

Adelphia Business Solutions respectfully requests that the FCC permit this application to be processed pursuant to the streamlined procedures set forth in Section 63.03 of the FCC rules and regulations, 47 C.F.R. § 63.03.

Respectfully submitted,

Terry J. Romine
Director, Legal and Regulatory Affairs
Enclosure

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

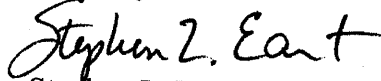
Dear Ms. Dortch:

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 Adelphia Business Solutions Operations, Inc. ("Adelphia") whereby BST will acquire some of Adelphia's local exchange customers (including local toll services). BST will provide all transferred local exchange subscribers approximately the same local services they received from Adelphia 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 3



[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.

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

- 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):

State	Tariff Rate	State	Tariff Rate
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	Potential Rate After Savings*	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 tarified 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 After 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 tarified 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**

- 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.

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See inside for your opportunity to start saving now!

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BSB392016

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***

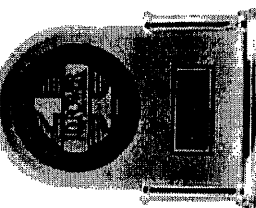
Ranked the highest for local service to small business

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 2,099 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.

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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®

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:

- Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber and has monthly billed BellSouth regulated charges (as defined in the applicable BellSouth tariff) for the service location between \$100 and \$3,000. Subscriber agrees to keep local services with BellSouth under its General Subscriber Service Tariff (GSST) or Private Line Service 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.
- Subscriber agrees to the following term and discount:

Monthly Billed BellSouth Regulated Charges	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%

The total billed charges consist of end-user monthly billed BellSouth regulated charges at qualifying locations including: 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.

- The Hunting Bonus Discount will apply to the Subscriber's recurring charge for the Hunting service commensurate with the term of the election Bonus Discount choice. (Hunting is also defined as rotary line service).
- 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).

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 charges (as defined in the applicable BellSouth tariff) for the 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 (OC&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.

- 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.
- 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.

- 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.
- 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 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.

Welcome to BellSouth®

See inside for your opportunity to start saving now!

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

 **BELLSOUTH**®

BS98F-2014

Start saving now!

Team up with a dependable communications partner now!

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 **BELLSOUTH**

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- **web hosting**
- **wireless & paging services**
- **equipment**
- **advertising***

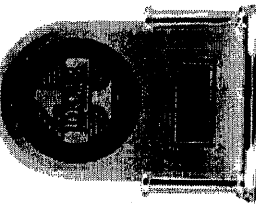
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Version 0502



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.

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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 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 Services Tariff (G.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 end-user monthly total billed BellSouth revenue at qualifying locations in Tennessee excluding: unregulated charges, taxes, late charges, and charges for services not provided by BellSouth. 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.T. A13.90.6 and/or B711.4) for that month. If such revenue falls below the minimum revenue per month, discounts will not be applied for such locations. The applied discounts will be applied as a credit in the Other Charges and Credits (OC&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. 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 nonrecurring charges; or (2) six percent (6%) of the total election amount. Should the Subscriber elect to be subject to the termination liability 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 discount, 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 REMAIN 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: _____

Signature X _____

Title: _____

Phone Number: (____) _____

Date: _____

Print Name: _____

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 not under certain restrictions.

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

Welcome to BellSouth®

See inside for your opportunity to start saving now!

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

 **BELLSOUTH®**

BSBP-2013

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:

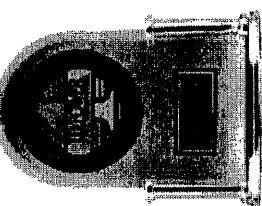
- **BellSouth® FastAccess® Business DSL**
- **data services**
- **web hosting**
- **wireless & paging services**
- **equipment**
- **advertising***

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 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 charges (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 ("GSS.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*	Eighteen (18) Month Term	Thirty-six (36) Month Term
\$75 - \$3,000.00	10%	25%
Hunting Bonus Discount	50%	100%

*The 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 for services provided by other companies (including, but not limited to services for V.I. 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 Notary 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 charges (as defined in the applicable BellSouth tariff) 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 (OC&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.

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 service 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 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® 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.



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



BSB18685

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

June 26, 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(e)(2) of the Commission's Rules, this letter provides an update to the notification of the planned transfer of certain local exchange subscribers to BellSouth Telecommunications, Inc. ("BST"). As set forth in its letter notification filed with the Commission dated May 22, 2002, BST has entered into an agreement with Adelphia whereby BST will acquire some of Adelphia's local exchange customers (including local toll services).

This transfer is the result of Adelphia Business Solutions Operations, Inc. ("ABSO") and Adelphia Business Solutions of Kentucky, Inc. ("ABS") having recently filed for bankruptcy protection and as a consequence, these companies, as well as other Adelphia subsidiaries and affiliates in the BST region, have decided to discontinue providing local telephone service, local toll telephone service and long distance service to some customers.¹ ABSO and ABS provide such services in Alabama, Georgia, Kentucky, Mississippi, North Carolina, and parts of Tennessee.² BST recently petitioned and received approval from the bankruptcy court for

¹ It is BST's understanding that Adelphia will continue to provide service to facilities-based customers.

² Other Adelphia subsidiaries and affiliates provide such services in South Carolina, Florida, Louisiana, and Nashville, Tennessee. By letter dated June 3, 2002 BST provided the Commission notification of the transfer of customers in South Carolina, Florida, and Louisiana. At the time BST entered the purchase agreement with Adelphia, the Adelphia entity that serves the Nashville, Tennessee area was not in bankruptcy and its customers could have been transferred pursuant to the June 3, 2002 notification letter. BST, however, chose to notify and transfer all Tennessee customers at the same time. Accordingly, all Tennessee customers affected by the transfer will be notified and transferred pursuant to this notification.

Marlene H. Dortch
Office of the Secretary
June 26, 2002
Page 2

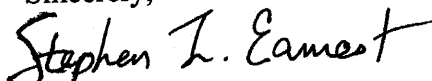
permission to purchase the right to provide local exchange and local toll services to these customers in these states from Adelphia.

Accordingly, BST estimates that it will begin transferring affected subscribers in Georgia, Kentucky, Mississippi, and North Carolina that have not selected an alternative provider beginning July 31, 2002. BST estimates that it will begin transferring affected subscribers in Alabama and Tennessee that have not selected an alternative provider beginning August 31, 2002. BST will provide all transferred local exchange subscribers approximately the same local services they received from Adelphia at BST's approved rate structure. Each affected subscriber will have at least 30 days notice prior to the transfer.

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, including all attachments to that letter, for customers in Kentucky, Mississippi, and North Carolina is attached hereto as Exhibit A. The notification letter, including all attachments to that letter, for customers in Georgia is attached hereto as Exhibit B. The notification letter, including all attachments to that letter, for customers in Alabama and Tennessee is attached hereto as Exhibit C.

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

Sincerely,


Stephen L. Earnest

SLE:lb
Enclosure

Exhibit A

June 27, 2002

NOTICE OF TRANSFER OF TELEPHONE SERVICE

Dear Adelphia Business Solutions Customer:

As you may know, Adelphia Business Solutions Operations, Inc. and Adelphia Business Solutions of Kentucky, Inc. recently filed for bankruptcy protection and as a consequence, these companies, as well as other Adelphia subsidiaries and affiliates in the BellSouth Telecommunications, Inc. ("BellSouth") region (collectively "Adelphia"), have decided to stop providing your business with local telephone service, local toll telephone service and long distance service on approximately July 31, 2002. In order to ensure that you continue to receive telephone service without disruption, Adelphia and 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 31, 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.

- 1) **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.

2) **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. 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 – KENTUCKY, MISSISSIPPI, NORTH CAROLINA**

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
Kentucky	\$35.00 - \$35.25
Mississippi	\$34.61 - \$43.00
North Carolina	\$26.81 - \$33.89

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 receive a reward of at least 15% from 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 of 50 - 100%. Contact your BellSouth sales associate to inquire about other offers and to help you determine which services are right for you. **Offer expires 12/31/02.**

State	Potential Rate After Reward*
Kentucky	\$29.75 - \$29.96
Mississippi	\$29.42 - \$36.55
North Carolina	\$22.79 - \$28.81

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 reward may apply. Excludes analog private line service and ISDN PRI service. Rewards will vary. Rewards require monthly spending between \$75 and \$3,000 for local tariffed services and a 36-month term election agreement; 24-month term election agreement also available for a lower reward. Termination charges may apply. Other offers provide different reward amounts. Other restrictions apply. Customer will receive rewards actually incurred. Inquire for details.

**BELLSOUTH'S TERMS AND CONDITIONS OF LOCAL TELEPHONE SERVICE AND LOCAL
TOLL SERVICE – KENTUCKY, MISSISSIPPI, NORTH CAROLINA**

- 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.

BELL SOUTH

Start receiving rewards now!

Team up with a dependable communications partner now!

-
-
-

See inside for your opportunity to start saving now!

Welcome to BellSouth®

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

BELL SOUTH®

BS98P2016

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 reward 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***

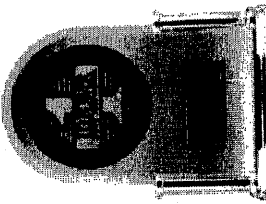
Ranked the highest for local service to small business

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

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Version 061302



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 receiving rewards of at least 15% 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 agrees to the following:

1. Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber located in Alabama, Kentucky, California, Florida, Georgia, South Carolina or South Carolina and has monthly total billed BellSouth regulated charges* (as defined in the applicable regulatory commission orders) of at least \$100.00. Subscriber agrees to keep local service with BellSouth under its General Subscriber Service Plan (GSSP) for a minimum of twenty-four (24) or thirty-six (36) months from the enrollment date in the Program. Subscriber agrees to pay the regulated charges for the first billing cycle date in which Subscriber receives the reward as a result of its BellSouth regulated charges as set forth in paragraph 2, below.
2. Subscriber agrees to the following term and reward:

Monthly Billed BellSouth Regulated Charges*	Twenty-four (24) Month Term	Thirty-six (36) Month Term
\$75 - \$3,000.00	10%	15%
Hunting Bonus Reward	50%	100%

- *The total billed charges consists 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 assessed on the subscriber's behalf by other companies, and charges for 911 service and dual party relay services.
- 3. The Hunting Bonus Reward will apply to the Subscriber's recurring charge for the Hunting service commensurate with the term of the election.
- 4. Subscriber chooses, Hunting is also defined as Rotary (line service).
- 5. Participant must be a BellSouth customer at the time of the reward. The applied rewards will appear as a credit in the Other Charges and Credits (OCC) section of the Subscriber's bill in a subsequent billing period, usually within one or two billing cycles. Subscriber will receive the reward associated with Subscriber's monthly total billed BellSouth charges (as defined in the applicable regulatory commission orders) for the previous month in each state while this term election is in effect. If such a month occurs during the term of the election, the minimum changes per month, rewards will not be applied for such locations. Should Subscriber's total billed BellSouth charges fall below the \$100.00 threshold, the Subscriber will only receive the maximum reward allowed under this program. Subscriber agrees to pay full tariffed charges.
- 6. In the event the Subscriber terminates the term election agreement, the Subscriber must pay to BellSouth a termination charge as provided below for the number of months remaining on such agreed upon term. In addition, the Subscriber shall reimburse all rewards for line connection charges. This termination charge will appear on the Subscriber's final bill as a charge in the OCC section.

Monthly TBR at time of enrollment	Set charge to be multiplied by number of months remaining on term
\$75 - \$149.99	\$25
\$150 - \$3,000	\$40

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. Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.
9. Subscribers who participate in the promotion and subscribe to new service during the promotional period will receive an additional reward equal to the line connection charges associated with the service order. This will include the line connection charge (first and additional lines, line equivalents and trunks).
10. This term 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 061302

PLEASE RETAIN FOR YOUR RECORDS.

YES! I want to receive the specified rewards with the following term election (term length checked below) and understand and agree to the conditions set forth in the enclosed document. ☐ 36 month ☐ 24 month

Company Name: _____ Phone Number: (____) _____

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.

Exhibit B

June 27, 2002

NOTICE OF TRANSFER OF TELEPHONE SERVICE

Dear Adelphia Business Solutions Customer:

As you may know, Adelphia Business Solutions Operations, Inc. and Adelphia Business Solutions of Kentucky, Inc. recently filed for bankruptcy protection and as a consequence, these companies, as well as other Adelphia subsidiaries and affiliates in the BellSouth Telecommunications, Inc. ("BellSouth") region (collectively "Adelphia"), have decided to stop providing your business with local telephone service, local toll telephone service and long distance service on approximately July 31, 2002. In order to ensure that you continue to receive telephone service without disruption, Adelphia and 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. Upon receipt of this letter you may transfer your local telephone service and local toll service to the carrier of your choice. If you have not transferred your service to your carrier of choice by **July 31, 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.

You have a choice in selecting your telephone service provider.

- 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. You will be able to retain your existing Adelphia telephone number with BellSouth service. 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.
 - b. **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 BellSouth Long Distance (BSLD). If you currently use another carrier for long distance service, you will continue to receive your long distance service from the same carrier.
 - c. **Service Adjustments** – You may make adjustments and changes to your service from BellSouth at any time by calling service representatives (per your billing statement).
- 2) **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, Adelphia will issue a credit in the amount of the usual and customary new connection fee to your final bill or a refund will be sent to you within 30 days following the discontinuation of your telephone service. Please also be aware that 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 - GEORGIA

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

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 receive a reward of at least 20% from 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 of 50 - 100%. Contact your BellSouth sales associate to inquire about other offers and to help you determine which services are right for you. **Offer expires 12/31/02.**

State	Potential Rate After Reward*
Georgia	\$19.92 - \$38.64

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 reward may apply. Excludes analog private line service and ISDN PRI service. Rewards will vary. Rewards require monthly spending between \$75 and \$3,000 for local tariffed services and a 36-month term election agreement; 24-month term election agreement also available for a lower reward. Termination charges may apply. Other offers provide different reward amounts. Other restrictions apply. Customer will receive rewards actually incurred. Inquire for details.

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

- 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 

Start receiving rewards now!

Team up with a dependable communications partner now!

-
-
-

See inside for your opportunity to start saving now!

Welcome to BellSouth®

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

BELLSOUTH 

BSBP2018

Depend on BellSouth® to help you grow your business

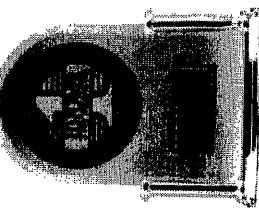
BellSouth has proven it's here to stay, providing dependable service and affordable rates year after year. Your changeover to BellSouth® should be so smooth that you won't even notice.

BellSouth offers a wide variety of services, products and reward 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



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 receiving rewards of at least 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.



*Provided by BellSouth Advertising and Publishing Corporation in The Best Yellow Pages and WebPages.com.
**J.D. Power and Associates 2001 Small Business Telecommunications Study™. Study conducted among 2,511 business users with 2-9 employees. www.jdpower.com.
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Version 061302

BellSouth Key Customer Program Subscriber Election — Georgia

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

- Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber and has monthly total billed BellSouth service charges (including the applicable BellSouth tariff) at each such location between \$75 and \$3,000 excluding hunting, analog private line and SUN per minute charges. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff (GSST) or Private Line Services Tariff for a minimum of four (4) 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 reward as a result of its BellSouth regulated charges as set forth in paragraph 2, below.
- Subscriber agrees to the following term and discount:

Monthly Billed BellSouth Regulated Charges*	Twenty-Four (24) Month Term	Thirty-six (36) Month Term
\$75 - \$3,000.00	10%	20%
Hunting Bonus Reward*	50%	100%

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

- The Hunting Bonus Reward 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)
- Participant must be a BellSouth customer at the time of the reward. The applied rewards will appear as a credit in the Other Charges and Credits (OC&C) section of the Subscriber's monthly bill. If a subsequent billing period, usually within one or two billing cycles, Subscriber will receive the reward associated with Subscriber's month in effect. If such charge is not applied for a subsequent billing period, the Subscriber will not be allowed under this program for charges up to \$3,000. Exceed the \$3,000 threshold, the Subscriber will receive the maximum reward for the election term has expired after which Subscriber agrees to pay full tariffed charges.

- In the event the Subscriber terminates the term election agreement, the Subscriber must pay to BellSouth a termination charge as provided below. The termination charge will appear on the Subscriber's final bill as a charge in the OC&C section.
- In the event Subscriber terminates the term election agreement, the Subscriber shall reimburse all rewards for the

Monthly TBR at time of enrollment	Set charge to be multiplied by number of months remaining on term
\$75 - \$149.99	\$25
\$150 - \$3,000	\$40

- 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.
- 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.
- Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.
- Subscribers who participate in the promotion and subscribe to new service during the promotional period will receive an additional reward equal to the line connection charge associated with the service order. This will include the line connection charge (first and additional lines, line equivalent and trunks).
- This term 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 061302

YES! I want to receive the specified rewards with the following term election (item length checked below) and understand and agree to the conditions set forth in the enclosed document. ☐ 36-month ☐ 24-month

PLEASE RETAIN FOR YOUR RECORDS.

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 election 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.

Ⓢ BELL SOUTH®

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 December 31, 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

BELLSOUTH®

Exhibit C

July 27, 2002

NOTICE OF TRANSFER OF TELEPHONE SERVICE

Dear Adelphia Business Solutions Customer:

As you may know, Adelphia Business Solutions Operations, Inc. and Adelphia Business Solutions of Kentucky, Inc. recently filed for bankruptcy protection and as a consequence, these companies, as well as other Adelphia subsidiaries and affiliates in the BellSouth Telecommunications, Inc. ("BellSouth") region (collectively "Adelphia"), have decided to stop providing your business with local telephone service, local toll telephone service and long distance service on approximately August 31, 2002. In order to ensure that you continue to receive telephone service without disruption, Adelphia and 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 **August 31, 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.

- 1) **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.

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

- 2) **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. 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

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
Alabama	\$35.79 - \$36.23

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 receive a reward of at least 15% from 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 of 50 - 100%. Contact your BellSouth sales associate to inquire about other offers and to help you determine which services are right for you. **Offer expires 12/31/02.**

State	Potential Rate After Reward*
Alabama	\$30.42 - \$30.80

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 reward may apply. Excludes analog private line service and ISDN PRI service. Rewards will vary. Rewards require monthly spending between \$75 and \$3,000 for local tariffed services and a 36-month term election agreement; 24-month term election agreement also available for a lower reward. Termination charges may apply. Other offers provide different reward amounts. Other restrictions apply. Customer will receive rewards actually incurred. Inquire for details.

**BELLSOUTH'S TERMS AND CONDITIONS OF LOCAL TELEPHONE SERVICE AND LOCAL
TOLL SERVICE - ALABAMA**

- 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 – 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):

State	Tariff Rate
Tennessee	\$27.05 - \$39.70

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 receive a reward of at least 20% from 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 of 50 - 100%. Contact your BellSouth sales associate to inquire about other offers and to help you determine which services are right for you. **Offer expires 12/31/02.**

State	Potential Rate After Reward*
Tennessee	\$21.64 - \$31.76

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 reward may apply. Excludes analog private line service and ISDN PRI service. Rewards will vary. Rewards require monthly spending between \$75 and \$3,000 for local tariffed services and a 36-month term election agreement; 24-month term election agreement also available for a lower reward. Termination charges may apply. Other offers provide different reward amounts. Other restrictions apply. Customer will receive rewards actually incurred. Inquire for details.

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

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Start receiving rewards now!

Team up with a dependable communications partner now!

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See inside for your opportunity to start saving now!

 **Welcome to BellSouth®**

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

BELLSOUTH 

BSBP2018

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 reward 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***

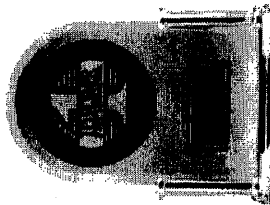
Ranked the highest for local service to small business
J.D. Power and Associates ranked BellSouth "Highest Customer Satisfaction with Small Business Local Telephone Service Providers."*** This was the first ever survey of small

*provided by BellSouth Advertising and Publishing Corporation in The *Real Yellow Pages* and *RealPages* web.

**J.D. Power and Associates 2001 Small Business Telecommunications Study™. Study conducted among 2,511 business users with 2,499 employees. www.jdpower.com.

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Version 041302



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 receiving rewards of at least 15% 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 agrees to the following:

- Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business service subscriber located in Alabama, Kentucky, Louisiana, Mississippi, North Carolina or South Carolina, and is not a BellSouth regulated charges subscriber (as defined in the applicable BellSouth tariff) at each such location between \$75 and \$3,000 excluding taxes and other charges. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff (G.S.S.T.) or Private Line Service Tariff (P.L.S.T.) for twenty-four (24) 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 reward as a result of its BellSouth regulated charges as set forth in paragraph 2, below.
- Subscriber agrees to the following term and reward:

Monthly Billed BellSouth Regulated Charges*	Twenty-four (24) Month Term	Thirty-six (36) Month Term
\$75 - \$3,000.00	10%	15%
Hunting Bonus Reward	50%	100%

*The total billed charges consists 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.

- The Hunting Bonus Reward 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).

Participant must be a BellSouth customer at the time of the reward. The applied rewards will appear as a credit in the Other Charges and Credits (OC&C) section of the Subscriber's bill in a subsequent billing period, usually within one or two billing cycles. Subscriber agrees to waive the reward associated with Subscriber's monthly total billed BellSouth charges* (as defined in the applicable BellSouth tariff) for the program month in each state while this term election is in effect. If such charges fall below the minimum charges per month, rewards will not be allowed under this program. Should Subscriber's charges exceed the \$3,000 threshold, the Subscriber will only receive the maximum reward allowed under this program. If the Subscriber takes other action, all business local service will continue after the election term has expired after which Subscriber agrees to pay full tariff charges.

- In the event the Subscriber terminates the term election agreement, the Subscriber must pay to BellSouth a termination charge as provided below for the number of months remaining on the term. In addition, the Subscriber shall reimburse all rewards for line connection charges. This termination charge will appear on the Subscriber's final bill as a charge in the OC&C section.

Monthly T&E at time of enrollment	Set charge to be multiplied by number of months remaining on term
\$75 - \$149.99	\$25
\$150 - \$3,000	\$40

- 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.
- 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.
- Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.
- Subscriber who participate in the promotion and subscribe to new service during the promotional period will receive an additional reward equal to the line connection charges associated with the service order. This will include the line connection charge (first and additional lines, line equivalents and trunks).
- This term 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 041302

PLEASE RETAIN FOR YOUR RECORDS.

YES! I want to receive the specified rewards with the following term election (term length checked below) and understand and agree to the conditions set forth in the enclosed document. ☐ 36-month ☐ 24-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 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.

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Start receiving rewards now!

Team up with a dependable communications partner now!

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See inside for your opportunity to start saving now!

 **Welcome to BellSouth®**

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

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BSBP0017

Depend on BellSouth® to help you grow your business

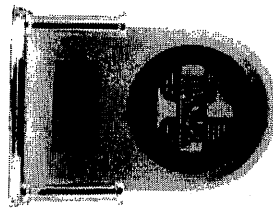
BellSouth has proven it's here to stay, providing dependable service and affordable rates year after year. Your changeover to BellSouth® should be so smooth that you won't even notice.

BellSouth offers a wide variety of services, products and reward 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**
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- **wireless & paging services**
- **equipment**
- **advertising***

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**J.D. Power and Associates 2001 Small Business Telecommunications Study™. Study conducted among 2,311 business users with 3-99 employees. www.jdpower.com.
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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 receiving rewards of at least 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

BellSouth 2002 Key Customer Program Subscriber Election Agreement — Tennessee

The undersigned subscriber desires to participate in the BellSouth 2002 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 total billed charges (including taxes, late payment charges, charges billed pursuant to federal or state law, and charges for services provided by third parties) of \$75.00 or more. Subscriber agrees to keep local services with BellSouth under its 25 and \$3,000 excluding hunting, G.S.S.I. or Private Line Services tariff (L.S.I.) for a minimum of twenty-four (24) or thirty-six (36) months from the enrollment date of the program. The enrollment date shall be determined by the first billing cycle date in which subscriber receives the reward as a result of its BellSouth regulated changes as set forth in paragraph 2, below.

Monthly Billed BellSouth Regulated Charges†	Twenty-four (24) Month Term	Thirty-six (36) Month Term
\$75.00 - \$3,000.00	10%	20%
Hunting Bonus Discount	50%	100%

2. Subscriber agrees to the following term and reward:
The total billed charges consist of end-user monthly billed BellSouth regulated charges at qualifying locations in Tennessee excluding non-regulated charges, taxes, late payment charges, charges billed pursuant to federal or state law, and charges for services provided by third parties (including, but not limited to services for 911 service and dial party relay service), and charges for services provided by third parties.

3. The Hunting Bonus Reward 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. Participant must be a BellSouth customer at the time of the reward. The applied rewards will appear as a credit in the Other Charges and Credits (OCC) section of the Subscriber's bill in a subsequent billing period, usually within one or two billing cycles. Subscriber will receive the reward associated with Subscriber's monthly total billed BellSouth charges (as defined in the applicable BellSouth tariff) for that month. If the total billed charges exceed the \$3,000 threshold, the Subscriber will only receive the maximum reward allowed under this Program for that month. If the total billed charges are less than the \$3,000 threshold, the Subscriber will continue to receive the reward for the full term of the election.

5. Estimated total savings for the full term of this election is \$_____.
6. Should Subscriber terminate this election without cause, Subscriber shall pay BellSouth a termination liability equal to the lesser of: (1) the total of rewards received during the previous month; (2) the amount of the reward of the provided amount of any waived nonrecurring charges; or (3) six percent (6%) of the total election amount. Subscriber shall be responsible for the payment of the termination liability. Based on the information available at the start of this contract, at the end of the first six (6) months of the contract, the estimated amount of the termination liability charge will be \$_____. In any event, the actual termination liability charge will not exceed this amount. Should the Subscriber elect to terminate this contract prior to the expiration date without cause, the actual termination charge will be calculated as described above and based on information available at the time of termination. The above termination provisions will apply to all underlying services.

7. In the event Subscriber changes service locations for business local service, Subscriber shall notify its BellSouth Small Business Office of the change in service location.
8. In the event Subscriber switches without authorization by another carrier for business local service, Subscriber must call its BellSouth Small Business Office and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.

9. Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.
10. Subscribers who participate in the promotion and subscribe to new service during the promotional period will receive an additional reward equal to the line connection charges associated with the service order. This will include the line connection charge first and additional lines, from time to time.

11. 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.

PLEASE RETAIN FOR YOUR RECORDS.
YES! I want to receive the specified rewards with the following term election term length checked below and understand and agree to the conditions set forth in the enclosed document. ☐ 36 months ☐ 24 months

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 election agreement, enforceable 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.

ABS Billing greater than BellSouth Billing

91 Customers, 570 lines

Customer	Billing Acct #	BELL AIN	Telephone #	Street Address	ABS Charges
A & M MOLD	1008380712	6158960124	6158960124	1214 MOLLOY LN	\$ 76.22
AAA TITLE LOANS	1008380786	9315030153	9315030153	635 N RIVERSIDE DR	\$ 298.90
AAA TITLE LOANS	1008380786	9315030153	9315030233	635 N RIVERSIDE DR	
AAA TITLE LOANS	1008380786	9315030153	9315030168	635 N RIVERSIDE DR	
AAA TITLE LOANS	1008380786	9315030153	9315038326	635 N RIVERSIDE DR	
ACCOUNT MANAGEMENT SERV	1008380242	6158518288	6158518288	100 N MAIN ST	\$ 962.22
ACCOUNT MANAGEMENT SERV	1008380242	6158518288	6158519483	100 N MAIN ST	
ACCOUNT MANAGEMENT SERV	1008380242	6158518288	6158510144	100 N MAIN ST	
ACCOUNT MANAGEMENT SERV	1008380242	6158518288	6158510235	100 N MAIN ST	
ACCOUNT MANAGEMENT SERV	1008380242	6158518288	6158512152	100 N MAIN ST	
ACCOUNT MANAGEMENT SERV	1008380242	6158518288	6158514351	100 N MAIN ST	
ACCOUNT MANAGEMENT SERV	1008380242	6158518288	6158514848	100 N MAIN ST	
ACCOUNT MANAGEMENT SERV	1008380242	6158518288	6158517072	100 N MAIN ST	
ACCOUNT MANAGEMENT SERV	1008380242	6158518288	6158517345	100 N MAIN ST	
ACCOUNT MANAGEMENT SERV	1008380242	6158518288	6158517518	100 N MAIN ST	
ACCOUNT MANAGEMENT SERV	1008380242	6158518288	6158518297	100 N MAIN ST	
ACCOUNT MANAGEMENT SERV	1008380242	6158518288	6158516107	100 N MAIN ST	
ACCOUNT MANAGEMENT SERV	1008380242	6158518288	6158518851	100 N MAIN ST	
ACCOUNT MANAGEMENT SERV	1008380242	6158518288	6158518843	100 N MAIN ST	
ACCOUNT MANAGEMENT SERV	1008380242	6158518288	6158519952	100 N MAIN ST	
ADELCA SYSTEMS LLC	1008380324	6152922774	6152922774	2473 BRANSFORD AV	\$ 146.36
ADELCA SYSTEMS LLC	1008380324	6152922774	6152922773	2473 BRANSFORD AV	
ADVANCED COMMUNICATIONS	1008380628	6158763030	6158763030	3833 KNIGHT DR	\$ 49.58
AMERICAN RETIREMENT CORP	1008380365	6153531015	6153531015	6767 BROOKMONT TER	\$ 331.58
AMERICAN RETIREMENT CORP	1008380365	6153531015	6153531162	6767 BROOKMONT TER	
AMERICAN RETIREMENT CORP	1008380365	6153531015	6153531377	6767 BROOKMONT TER	
AMERICAN RETIREMENT CORP	1008380365	6153531015	6153536561	6767 BROOKMONT TER	
AMERICAN RETIREMENT CORP	1008380365	6153531015	6153537072	6767 BROOKMONT TER	
AMERICAN RETIREMENT CORP	1008380365	6153531015	6153538176	6767 BROOKMONT TER	
AMERICAN TITLE COMPANY INC.	1008380466	8656934979	8656934979	9041 EXECUTIVE PARK	\$ 456.90
AMERICAN TITLE COMPANY INC.	1008380466	8656934979	8656933908	9041 EXECUTIVE PARK	

AMERICAN TITLE COMPANY INC.	1008380466	8656934979	8656934056	9041 EXECUTIVE PARK	
AMERICAN TITLE COMPANY INC.	1008380466	8656934979	8656934770	9041 EXECUTIVE PARK	
AMERICAN TITLE COMPANY INC.	1008380466	8656934979	8656907464	9041 EXECUTIVE PARK	
AMERICAN TITLE COMPANY INC.	1008380466	8656934979	8657699707	9041 EXECUTIVE PARK	
AMERICAN VEIN INST. OF MADISON	1008380698	6158688088	6158688088	510 HOSPITAL DR	\$ 345.25
AMERICAN VEIN INST. OF MADISON	1008380698	6158688088	6158685061	510 HOSPITAL DR	
AMERICAN VEIN INST. OF MADISON	1008380698	6158688088	6158689708	510 HOSPITAL DR	
AREA REFRIGERATION	1008380848	6158334216	6158334216	531 VERITAS ST	\$ 287.55
AREA REFRIGERATION	1008380848	6158334216	6153314507	531 VERITAS ST	
AREA REFRIGERATION	1008380848	6158334216	6158331866	531 VERITAS ST	
ARLINGTON UNITED METHODIST CHU	1008380995	6153614797	6153614797	1360 MURFREESBORO P	\$ 320.01
ARLINGTON UNITED METHODIST CHU	1008380995	6153617361	6153617361	1360 MURFREESBORO P	
ARLINGTON UNITED METHODIST CHU	1008380995	6153617361	6153618033	1360 MURFREESBORO P	
AS FRESH AS IT GETS	1008380663	6153667577	6153667577	1360 MURFREESBORO P	
AS FRESH AS IT GETS	1008380663	6153663474	6153663474	5133 HARDING PKE	\$ 122.05
BANK OF MURFREESBORO	1008381084	6158901123	6158901123	1480 S CHURCH ST	\$ 395.96
BANK OF MURFREESBORO	1008381084	6158901123	6158499694	1480 S CHURCH ST	
BANK OF MURFREESBORO	1008381084	6158901123	6158499146	1480 S CHURCH ST	
BANK OF MURFREESBORO	1008381084	6158901123	6159075740	1480 S CHURCH ST	
BANK OF MURFREESBORO	1008381084	6158901123	6159079725	1480 S CHURCH ST	
BELLEVUE PUTT PUTT	1008380608	6153560301	6153560301	621 OLD HICKORY BLVD	\$ 241.87
BELLEVUE PUTT PUTT	1008380608	6153560301	6153560348	621 OLD HICKORY BLVD	
BODACIOUS BOOKS	1008380672	6153562065	6153562065	5133 HARDING PKE	\$ 110.86
BODACIOUS BOOKS	1008380672	6153562065	6153530744	5133 HARDING PKE	
BREAD & COMPANY	1008380832	6152594937	6152594937	2607 CRUZEN ST	\$ 55.96
BRENTWOOD FINANCIAL	1008380322	6153719944	6153719944	5214 MARYLAND WAY	\$ 259.98
BRENTWOOD FINANCIAL	1008380322	6153719944	6153719853	5214 MARYLAND WAY	
BROAD STREET AUTO CLINIC	1008380176	6158953666	6158953666	425 S BROAD ST	\$ 208.07
BROAD STREET AUTO CLINIC	1008380176	6158953666	6158980907	425 S BROAD ST	

BROAD STREET AUTO CLINIC	1008380176	6158953666	6158951078	425 S BROAD ST	
BUSINESS SOFTWARE SOLUTIONS	1008380804	6153738290	6153738290	7003 CHADWICK DR	\$ 214.11
BUSINESS SOFTWARE SOLUTIONS	1008380804	6153738290	6153737524	7003 CHADWICK DR	
C P S CORPORATION	1008380131	6155917482	6155917482	310 JAMES AV	\$ 258.26
C P S CORPORATION	1008380131	6155992736	6155992736	310 JAMES AV	
C P S CORPORATION	1008380131	6155992736	6155992737	310 JAMES AV	
CAMPUS HEALTH SERVICES	1008380090	6153834830	6153834830	2021 21ST AVS	\$ 222.48
CAMPUS HEALTH SERVICES	1008380090	6153834830	6152976094	2021 21ST AVS	
CAMPUS HEALTH SERVICES	1008380090	6153834830	6153830475	2021 21ST AVS	
CAR SMART	1008380475	6158229711	6158229711	1023 W MAIN ST	\$ 404.32
CAR SMART	1008380475	6158229711	6158223561	1023 W MAIN ST	
CAR SMART	1008380475	6158229711	6158229289	1023 W MAIN ST	
CAR SMART	1008380475	6158229711	6158225694	1023 W MAIN ST	
CARE LINE INC	1008380412	6156434797	6158224449	1023 W MAIN ST	
CARE LINE INC	1008380412	6156434797	6156434797	2210 LAKE RD	\$ 353.51
CARE LINE INC	1008380412	6156434797	6156435904	2210 LAKE RD	
CARE LINE INC	1008380412	6156434797	6156431527	2210 LAKE RD	
CARE LINE INC	1008380412	6156434797	6156435306	2210 LAKE RD	
CARTHAGE TRAVEL	1008380644	61573566400	61573566400	21 DIXON SPRINGS HW	\$ 89.97
CARTHAGE TRAVEL	1008380644	61573566402	61573566402	21 DIXON SPRINGS HW	
CASH 2 GO	1008381034	6152231710	6152231710	210 N LOWRY ST	\$ 231.42
CASH 2 GO	1008381034	6152231717	6152231717	210 N LOWRY ST	
CASH 2 GO	1008381034	6152231717	6152230599	210 N LOWRY ST	
CASH 2 GO	1008381034	6152231717	6152239121	210 N LOWRY ST	
CELLULAR CONNECTION	1008380397	6152200669	6152200669	575 S LOWRY ST	\$ 348.17
CELLULAR CONNECTION	1008380397	6152200669	6152200692	575 S LOWRY ST	
CELLULAR CONNECTION	1008380397	6152200669	6152200694	575 S LOWRY ST	
CELLULAR CONNECTION	1008380397	6152200669	6152201997	575 S LOWRY ST	
CLAGETT HUDESTON AGENCY INC.	1008381065	6152444848	6152444848	105 S PUBLIC SQ	\$ 485.89
CLAGETT HUDESTON AGENCY INC.	1008381065	9317292421	9317292421	105 S PUBLIC SQ	
CLAGETT HUDESTON AGENCY INC.	1008381065	9317293337	9317293337	105 S PUBLIC SQ	
COLDWELL BANKER PROFESSIONALS	1008380097	9313802600	9313802600	900 NASHVILLE HWY	\$ 427.01
COLDWELL BANKER PROFESSIONALS	1008380097	9313802600	9313800161	900 NASHVILLE HWY	
COLDWELL BANKER PROFESSIONALS	1008380097	9313802600	9313812441	900 NASHVILLE HWY	
COLDWELL BANKER PROFESSIONALS	1008380097	9313802600	9313819100	900 NASHVILLE HWY	
COLDWELL BANKER PROFESSIONALS	1008380097	9313802600	9313883981	900 NASHVILLE HWY	

COLDWELL BANKER PROFESSIONALS	1008380097	9313802600	9313885920	900 NASHVILLE HWY	
COLDWELL BANKER PROFESSIONALS	1008380097	9313802600	9313886775	900 NASHVILLE HWY	
COLDWELL BANKER PROFESSIONALS	1008380097	9313802600	9313888761	900 NASHVILLE HWY	
COOK PROPERTIES	1008380662	6152557186	6152557186	611 COMMERCE ST	\$ 203.08
COOK PROPERTIES	1008380662	6152557186	6152591913	611 COMMERCE ST	
COOK PROPERTIES	1008380662	6153290007	6153290007	611 COMMERCE ST	
COOK PROPERTIES	1008380662	6153290007	6153290976	611 COMMERCE ST	
DAVID ROGERS ATTY. AT LAW	1008380816	6153777722	6153777722	7003 CHADWICK DR	\$ 303.26
DAVID ROGERS ATTY. AT LAW	1008380816	6153777722	6156614006	7003 CHADWICK DR	
DAVID ROGERS ATTY. AT LAW	1008380816	6153777722	6153737979	7003 CHADWICK DR	
DAVID ROGERS ATTY. AT LAW	1008380816	6153777722	6153777758	7003 CHADWICK DR	
DAVID ROGERS ATTY. AT LAW	1008380816	6153777722	6156618918	7003 CHADWICK DR	
DAVID'S BRIDAL	1008380739	6157312721	6157312721	5326 HICKORY HOLLOW PK	\$ 489.12
DAVID'S BRIDAL	1008380739	6157312721	6157310621	5326 HICKORY HOLLOW PKWY	
DAVID'S BRIDAL	1008380739	6157312721	6157311122	5326 HICKORY HOLLOW PKWY	
DAVID'S BRIDAL	1008380739	6157312721	6157312973	5326 HICKORY HOLLOW PKWY	
DAVID'S BRIDAL	1008380739	6157312721	6157311227	5326 HICKORY HOLLOW PKWY	
DAVID'S BRIDAL	1008380739	6157312721	6157315507	5326 HICKORY HOLLOW PKWY	
DAVID'S BRIDAL	1008380739	6157312721	6157317060	5326 HICKORY HOLLOW PKWY	
DAVID'S BRIDAL	1008380739	6157312721	6157318438	5326 HICKORY HOLLOW PKWY	
DAVID'S BRIDAL	1008380736	6158515454	6158515454	2321 GALLATIN PKE N	\$ 491.16
DAVID'S BRIDAL	1008380736	6158515454	6158515453	2321 GALLATIN PKE N	
DAVID'S BRIDAL	1008380736	6158515454	6158515452	2321 GALLATIN PKE N	
DAVID'S BRIDAL	1008380736	6158515454	6158515451	2321 GALLATIN PKE N	
DAVID'S BRIDAL	1008380736	6158515454	6158517767	2321 GALLATIN PKE N	
DAVID'S BRIDAL	1008380736	6158515454	6158517164	2321 GALLATIN PKE N	
DAVID'S BRIDAL	1008380736	6158515454	6158517198	2321 GALLATIN PKE N	
DAVID'S BRIDAL	1008380736	6158515454	6158517199	2321 GALLATIN PKE N	
DAVID'S BRIDAL	1008380738	8656701448	8656701448	7900 KINGSTON PKE	\$ 489.12
DAVID'S BRIDAL	1008380738	8656701448	8656702803	7900 KINGSTON PKE	
DAVID'S BRIDAL	1008380738	8656701448	8656706941	7900 KINGSTON PKE	
DAVID'S BRIDAL	1008380738	8656701448	8656708414	7900 KINGSTON PKE	
DAVID'S BRIDAL	1008380738	8656701448	8656700221	7900 KINGSTON PKE	
DAVID'S BRIDAL	1008380738	8656701448	8656701571	7900 KINGSTON PKE	
DAVID'S BRIDAL	1008380738	8656701448	8656709142	7900 KINGSTON PKE	
DAVID'S BRIDAL	1008380738	8656701448	8656709511	7900 KINGSTON PKE	
DIMPLES DELI	1008380226	6153767757	6153767757	5111 MARYLAND WAY	\$ 243.08

DIMPLE'S DELI	1008380226	6153767757	6153767758	5111	MARYLAND WAY	
DIMPLE'S DELI	1008380226	6153767757	6153767754	5111	MARYLAND WAY	
DIMPLE'S DELI	1008380226	6153767757	6153767756	5111	MARYLAND WAY	
DUNHILL VILLAGE APARTMENTS	1008381081	6153521977	6153521977	512	OLD HICKORY BLVD	\$ 721.10
DUNHILL VILLAGE APARTMENTS	1008381081	6153521977	6153520543	512	OLD HICKORY BLVD	
DUNHILL VILLAGE APARTMENTS	1008381081	6153521977	6153521077	512	OLD HICKORY BLVD	
DUNHILL VILLAGE APARTMENTS	1008381081	6153521977	6153521916	512	OLD HICKORY BLVD	
DUNHILL VILLAGE APARTMENTS	1008381081	6153521977	6153524784	512	OLD HICKORY BLVD	
DUNHILL VILLAGE APARTMENTS	1008381081	6153521977	6153560536	512	OLD HICKORY BLVD	
DUNHILL VILLAGE APARTMENTS	1008381081	6153528906	6153528906	512	OLD HICKORY BLVD	
DUNHILL VILLAGE APARTMENTS	1008381081	6153528906	6153529569	512	OLD HICKORY BLVD	
DUNHILL VILLAGE APARTMENTS	1008381081	6153529290	6153529290	512	OLD HICKORY BLVD	
DUNHILL VILLAGE APARTMENTS	1008381081	6153529290	6153529891	512	OLD HICKORY BLVD	
ENOCH VETERINAR	1008380434	6154521438	6154521438	1112	HARTSVILLE PIK	\$ 171.70
ENOCH VETERINAR	1008380434	6154521438	6154521439	1112	HARTSVILLE PIK	
FIRST CHRISTIAN CHURCH	1008380784	6158329259	6158329259	4800	FRANKLIN PKE	\$ 165.00
FIRST CHRISTIAN CHURCH	1008380784	6158329259	6158329291	4800	FRANKLIN PKE	
FIRST CHRISTIAN CHURCH	1008380784	6158329259	6158322707	4800	FRANKLIN PKE	
FIRST STEPS INC	1008380195	6152924451	6152924451	4805	PARK AV	\$ 469.01
FIRST STEPS INC	1008380195	6152924451	6152924452	4805	PARK AV	
FIRST STEPS INC	1008380195	6152924451	6153869140	4805	PARK AV	
FIRST STEPS INC	1008380195	6152985619	6152985619	4414	GRANNY WHITE PIKE	
FIRST STEPS INC	1008380195	6152985619	6152924941	4414	GRANNY WHITE PIKE	
FIRST STEPS INC	1008380195	6153831963	6153831963	4414	GRANNY WHITE PIKE	
FIRST STEPS INC	1008380195	6153831963	6153834271	4414	GRANNY WHITE PIKE	
FRITO-LAY, INC	1008380928	4234858779	4234858779	6181	ENTERPRISE PARK	\$ 862.31
FRITO-LAY, INC	1008380928	4234858779	4234858955	6181	ENTERPRISE PARK	
FRITO-LAY, INC	1008380928	4234859862	4234859862	6181	ENTERPRISE PARK	
FRITO-LAY, INC	1008380928	4238943570	4238943570	6181	ENTERPRISE PARK	
FRITO-LAY, INC	1008380928	4238943570	4234900592	6181	ENTERPRISE PARK	
FRITO-LAY, INC	1008380928	4238943570	4234908541	6181	ENTERPRISE PARK	
FRITO-LAY, INC	1008380928	4238943570	4234999521	6181	ENTERPRISE PARK	
FRITO-LAY, INC	1008380928	4238943570	4238939358	6181	ENTERPRISE PARK	
FRITO-LAY, INC	1008380928	4238943570	4238939360	6181	ENTERPRISE PARK	
FRITO-LAY, INC	1008380928	4238943570	4238992955	6181	ENTERPRISE PARK	
FRITO-LAY, INC	1008380928	4238943570	4239549802	6181	ENTERPRISE PARK	
FRITO-LAY, INC	1008380928	4238943570	4234854761	6181	ENTERPRISE PARK	

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FRITO-LAY, INC	1008380928	4238943570	4234854799	6181 ENTERPRISE PARK	
FRITO-LAY, INC	1008380928	4238943570	4234854760	6181 ENTERPRISE PARK	
FRITO-LAY, INC	1008380928	4238943570	4234854760	6181 ENTERPRISE PARK	
FRITO-LAY, INC	1008380928	4238943570	4234854760	6181 ENTERPRISE PARK	
GENERAL ELECTRIC/ TSMI	1008380748	8659339420	8659339420	2015 EASTBRIDGE PKWY	\$ 250.89
GENERAL ELECTRIC/ TSMI	1008380748	8659339420	8659339421	2015 EASTBRIDGE PKWY	
GENERAL ELECTRIC/ TSMI	1008380748	8659339420	8659339062	2015 EASTBRIDGE PKWY	
GENERAL ELECTRIC/ TSMI	1008380748	8659339420	8659339063	2015 EASTBRIDGE PKWY	
GENERAL ELECTRIC/ TSMI	1008380748	8659339420	8659329751	2015 EASTBRIDGE PKWY	
GLADEVILLE UNITED METHODIST	1008380723	6154440566	6154440566	8770 STEWARTS FERRY PK	\$ 109.80
GLADEVILLE UNITED METHODIST	1008380723	6154440566	6154447687	8770 STEWARTS FERRY PKE	
GREEN HILLS GRI	1008380956	6153836444	6153838661	2122 HILLSBORO DR	\$ 566.90
GREEN HILLS GRI	1008380956	6153836444	6152972458	2122 HILLSBORO DR	
GREEN HILLS GRI	1008380956	6153836444	6152979101	2122 HILLSBORO DR	
GREEN HILLS GRI	1008380956	6153836444	6154632557	2122 HILLSBORO DR	
GREEN HILLS GRI	1008380956	6153836444	6153836471	2122 HILLSBORO DR	
GREEN HILLS GRILL	1008380956	6153836444	6153836444	2122 HILLSBORO DR	
GREEN HILLS GRILL	1008380956	6153836444	6152984720	2122 HILLSBORO DR	
GREEN HILLS GRILL	1008380956	6153836444	6153836449	2122 HILLSBORO DR	
GREEN HILLS GRILL	1008380956	6153836444	6154637385	2122 HILLSBORO DR	
GREGG BROWN INS	1008380493	6158904471	6158904471	105 N MAPLE ST	\$ 19.09
HICKORY HOLLOW	1008380382	6157311666	6157311666	777 BELL RD	\$ 406.71
HICKORY HOLLOW	1008380382	6157311666	6157311501	777 BELL RD	
HICKORY HOLLOW	1008380382	6157311666	6157310190	777 BELL RD	
HICKORY HOLLOW HEALTHCARE	1008380382	6157310549	6157310549	777 BELL RD	
HICKORY HOLLOW HEALTHCARE	1008380382	6157310549	6157316824	777 BELL RD	
HOLLAND & ASSOC	1008380331	6152219022	6152219022	5123 VIRGINIA WAY	\$ 334.69
HOLLAND & ASSOC	1008380331	6152219022	6152219748	5123 VIRGINIA WAY	
HOLLAND & ASSOC	1008380331	6152219022	6152217086	5123 VIRGINIA WAY	
HOLLAND & ASSOC	1008380331	6152219022	6152219672	5123 VIRGINIA WAY	
HOMEBUILDERS AS	1008380368	6157789863	6157789863	309 HADDON CT	\$ 49.70
IKG INDUSTRIES	1008380821	6152420233	6152420233	860 VISCO DR	\$ 719.88
IKG INDUSTRIES	1008380821	6152420233	6152420243	860 VISCO DR	
IKG INDUSTRIES	1008380821	6152427750	6152427750	860 VISCO DR	
IKG INDUSTRIES	1008380821	6152427750	6152427750	860 VISCO DR	
IKG INDUSTRIES	1008380821	6152427750	6152427712	860 VISCO DR	
IKG INDUSTRIES	1008380821	6152546452	6152546452	860 VISCO DR	

IKG INDUSTRIES	1008380821	6152599652	6152599652	860	VISCO DR	
IKG INDUSTRIES	1008380821	6157824803	6157824803	860	VISCO DR	
IKG INDUSTRIES	1008380821	6157824803	6152424786	860	VISCO DR	
IKG INDUSTRIES	1008380821	6157824803	6157824805	860	VISCO DR	
IKG INDUSTRIES	1008380821	6157824803	6157824806	860	VISCO DR	
IKG INDUSTRIES	1008380821	6157824803	6157824807	860	VISCO DR	
INSOMNIA STUDIO	1008380096	6152554333	6152554333	119	17TH AV S	\$ 63.74
INTOUCH MORTGAG	1008380877	6158512269	6158512269	405	TWO MILE PKY	\$ 519.63
INTOUCH MORTGAG	1008380877	6158512269	6158512271	405	TWO MILE PKY	
INTOUCH MORTGAG	1008380877	6158512269	6158553095	405	TWO MILE PKY	
INTOUCH MORTGAG	1008380877	6158512269	6158553097	405	TWO MILE PKY	
INTOUCH MORTGAG	1008380877	6158512269	6158512270	405	TWO MILE PKY	
INTOUCH MORTGAG	1008380877	6158512269	6158512272	405	TWO MILE PKY	
INTOUCH MORTGAG	1008380877	6158512269	6158553096	405	TWO MILE PKY	
JAMES F. BISHOP	1008381053	6158937640	6158937640	1001	S TENNESSEE BLV	\$ 295.37
JAMES F. BISHOP	1008381053	6158937640	6158937644	1001	S TENNESSEE BLV	
JAMES F. BISHOP	1008381053	6158937640	6158909719	1001	S TENNESSEE BLV	
JAMES F. BISHOP	1008381053	6158937640	6158900452	1001	S TENNESSEE BLV	
JIM RHODES INSU	1008380126	6157906555	6157906555	222	4TH AVE N	\$ 334.24
JIM RHODES INSU	1008380126	6157906555	6157906012	222	4TH AVE N	
JIM RHODES INSU	1008380126	6157906555	6157906013	222	4TH AVE N	
JIM RHODES INSU	1008380126	6157906555	6157908471	222	4TH AVE N	
JIM RHODES INSURANCE AGENCY	1008380126	6157903738	6157903738	222	4TH AVE N	
JOHN D DRAKE AT	1008380313	6158950414	6158950414	120	E MAIN ST	\$ 300.75
JOHN D DRAKE AT	1008380313	6158950414	6158487975	120	E MAIN ST	
JOHN D DRAKE AT	1008380313	6158950414	6158950155	120	E MAIN ST	
LEXINGTON PROPE	1008380773	7319685017	7319685017	308	S BROAD ST	\$ 77.04
LSG SKYCHEFS	1008381057	6153602000	6153602000	815	HANGAR LANE	\$ 546.93
LSG SKYCHEFS	1008381057	6153602000	6153602263	815	HANGAR LANE	
LSG SKYCHEFS	1008381057	6153602000	6153602266	815	HANGAR LANE	
LSG SKYCHEFS	1008381057	6153602433	6153662421	815	HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662422	815	HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662423	815	HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662424	815	HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662425	815	HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662426	815	HANGAR LANE	

LSG SKYCHEFS	1008381057	6153662433	6153662427	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662428	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662429	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662430	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662431	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662432	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662433	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662434	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662435	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662436	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662437	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662438	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662439	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662440	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662441	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662442	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662443	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662444	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662445	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662446	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662447	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662448	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662449	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662450	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662451	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662452	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662453	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662454	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662455	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662456	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662457	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662458	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662459	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662433	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662433	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662433	6153662420	815 HANGAR LANE	
LSG SKYCHEFS	1008381057	6153662914	6153662914	815 HANGAR LANE	
MADISON CREEK E	1008380600	6158551140	6158551140	1040 MADISON CREEK	\$ 422.40

MADISON CREEK E	1008380600	6158594991	6158594991	1040	MADISON CREEK	
MADISON CREEK E	1008380600	6158594991	6158590671	1040	MADISON CREEK	
MADISON CREEK E	1008380600	6158594991	6158590713	1040	MADISON CREEK	
MADISON CREEK E	1008380600	6158594991	6158591518	1040	MADISON CREEK	
MADISON CREEK E	1008380600	6158594991	6158593870	1040	MADISON CREEK	
MADISON CREEK E	1008380600	6158594991	6158593963	1040	MADISON CREEK	
MARKS AUTOMOTI	1008380735	6152927081	6152927081	3203	HILLSIDE DR	\$ 270.66
MARKS AUTOMOTI	1008380735	6152927081	6152925626	3203	HILLSIDE DR	
MARKS AUTOMOTI	1008380735	6153536953	6153536953	6215	CHARLOTTE PIKE	
MARKS AUTOMOTI	1008380735	6153536953	6153530153	6215	CHARLOTTE PIKE	
MARKS AUTOMOTI	1008380735	6153536953	6153538049	6215	CHARLOTTE PIKE	
MEDI WASTE SYST	1008380415	6156436012	6156436013	2210	LAKE RD	
MIKE ANDERSON A	1008380695	6152562848	6152562848	222	2ND AVE N	\$ 75.04
MILLERSVILLE EL	1008380613	6158591439	6158591439	1248	LOUISVILLE HWY	\$ 256.30
MILLERSVILLE EL	1008380613	6158591439	6158590209	1248	LOUISVILLE HWY	
MILLERSVILLE EL	1008380613	6158591439	6158592142	1248	LOUISVILLE HWY	
MILLERSVILLE EL	1008380613	6158599983	6158599983	1248	LOUISVILLE HWY	
MUSIC CITY MARK	1008380468	6153160981	6153160981	407	BONNAWOOD DR	\$ 106.67
MUSIC CITY MARK	1008380468	6153160981	6153160982	407	BONNAWOOD DR	
NES	1008380718	6152424758	6152424758	1214	CHURCH ST	\$ 950.23
NES	1008380718	6152425396	6152425396	1214	CHURCH ST	
NES	1008380718	6152427218	6152427218	1214	CHURCH ST	
NES	1008380718	6152443635	6152443635	1214	CHURCH ST	
NES	1008380718	6152446040	6152446040	1214	CHURCH ST	
NES	1008380718	6152482062	6152482062	7099	OLD HARDING RD	
NES	1008380718	6152486768	6152486768	1214	CHURCH ST	
NES	1008380718	6152488862	6152488862	1214	CHURCH ST	
NES	1008380718	6152546670	6152546670	1214	CHURCH ST	
NES	1008380718	6152553256	6152553256	1214	CHURCH ST	
NES	1008380718	6152567521	6152567521	1214	CHURCH ST	
NES	1008380718	6152567794	6152567794	1214	CHURCH ST	
NES	1008380718	6152591796	6152591796	1214	CHURCH ST	
NES	1008380718	6152594638	6152594638	1214	CHURCH ST	
NES	1008380718	6152695831	6152695831	911	63RD AVE N	
NES	1008380718	6152695831	6153836668	911	63RD AVE N	
NES	1008380718	6152926441	6152926441	911	63RD AVE N	
NES	1008380718	6153562621	6153562621	780	RHONDA LN	

NES	1008380718	6156625794	6156625794	7099 OLD HARDING RD	
NES	1008380718	6157262510	6157262510	901 MONROE ST	
NES	1008380718	6158267506	6158267506	130 MAPLE ST	
NES	1008380718	6158853066	6158853066	219 STEWARTS FERRY	
NES	1008380718	6158853066	6158830404	219 STEWARTS FERRY	
NES	1008380718	6158892657	6158892657	219 STEWARTS FERRY	
PARKVIEW TOWERS	1008380229	6153274611	6153274611	210 25TH AVE N	\$ 237.69
PARKVIEW TOWERS	1008380229	6153274648	6153274648	210 25TH AVE N	
PCA SOUTHEAST	1008380454	9313803022	9313803022	854 W JAS M CAMP BLV	\$ 669.68
PCA SOUTHEAST	1008380454	9313803022	9313881548	854 W JAS M CAMP BLV	
PCA SOUTHEAST	1008380454	9313803022	9313881950	854 W JAS M CAMP BLV	
PCA SOUTHEAST	1008380454	9313880777	9313880777	854 W JAS M CAMP BLV	
PCA SOUTHEAST	1008380454	9313880777	9313815204	854 W JAS M CAMP BLV	
PCA SOUTHEAST	1008380454	9313880777	9313815318	854 W JAS M CAMP BLV	
PCA SOUTHEAST	1008380454	9313880777	9313815346	854 W JAS M CAMP BLV	
PCA SOUTHEAST	1008380454	9313880777	9313883618	854 W JAS M CAMP BLV	
PCA SOUTHEAST	1008380454	9313880777	9313885969	854 W JAS M CAMP BLV	
PCA SOUTHEAST	1008380454	9313881110	9318405952	854 W JAS M CAMP BLV	
PCA SOUTHEAST	1008380454	9313881110	9313881110	854 W JAS M CAMP BLV	
PCA SOUTHEAST	1008380454	9313881110	9313881711	854 W JAS M CAMP BLV	
PERSONAL HEALTH	1008380978	6158221866	6158221866	235 E MAIN ST	\$ 45.25
PETERSON COATIN	1008380399	6152480055	6152480055	62 PARRIS AV	\$ 217.44
PETERSON COATIN	1008380399	6152480055	6152480052	62 PARRIS AV	
PETERSON COATIN	1008380399	6152480055	6152480044	62 PARRIS AV	
PRECISION HEALT	1008380951	6153671444	6153671444	1410 DONELSON PIKE	\$ 913.26
PRECISION HEALT	1008380951	6153671444	6153671178	1410 DONELSON PIKE	
PRECISION HEALT	1008380951	6153671444	6153671190	1410 DONELSON PIKE	
PRECISION HEALT	1008380951	6153671444	6153671245	1410 DONELSON PIKE	
PRECISION HEALT	1008380951	6153671444	6153671345	1410 DONELSON PIKE	
PRECISION HEALT	1008380951	6153671444	6153671423	1410 DONELSON PIKE	
PRECISION HEALT	1008380951	6153671444	6153671445	1410 DONELSON PIKE	
PRECISION HEALT	1008380951	6153671444	6153671534	1410 DONELSON PIKE	
PRECISION HEALT	1008380951	6153671444	6153671736	1410 DONELSON PIKE	
PRECISION HEALT	1008380951	6153671444	6153671762	1410 DONELSON PIKE	
PRECISION HEALT	1008380951	6153671444	6153671973	1410 DONELSON PIKE	
PRECISION HEALT	1008380951	6153671444	6153671476	1410 DONELSON PIKE	
PRECISION HEALT	1008380951	6153671444	61536717257	1410 DONELSON PIKE	

[illegible]

SATURN OF CLARKSVILLE	1008380926	9319060288	9319060288	1760	WILMA RUDOLPH BLVD	
SATURN OF CLARKSVILLE	1008380926	9319060288	9316489314	1760	WILMA RUDOLPH BLVD	
SHAWN MCBRIEN A	1008380632	6154498700	6154498700	105 E MAIN ST		\$ 240.31
SHAWN MCBRIEN A	1008380632	6154498700	6154498780	105 E MAIN ST		
SHAWN MCBRIEN A	1008380632	6154498700	6154498759	105 E MAIN ST		
SIGN PRO	1008380552	6159070377	6159070377	225 N MAPLE ST		\$ 225.00
SIGN PRO	1008380552	6159070377	6159070348	225 N MAPLE ST		
SIGN PRO	1008380552	6159070377	6159070387	225 N MAPLE ST		
SOUTHLAND GLASS	1008380053	6157719834	6157719834	207 BEASLEY DR		\$ 320.80
SOUTHLAND GLASS	1008380053	6157719834	6157710962	207 BEASLEY DR		
SOUTHLAND GLASS	1008380053	6157719834	6157710993	207 BEASLEY DR		
SOUTHLAND GLASS	1008380053	6157719834	6157715856	207 BEASLEY DR		
SOUTHLAND GLASS AND MIRROR	1008380053	6157907586	6157907586	207 BEASLEY DR		
SPRINTZ FURNITURE	1008380295	6153525912	6153525912	325 WHITE BRIDGE RD		\$ 84.18
SUMNER CTY BD OF EDU	1008380615	6154515379	6154515379	260 E WINCHESTER ST		\$ 84.52
SUMNER CTY BD OF EDU	1008380615	6154515379	6154515388	260 E WINCHESTER ST		
SUSAN S WEISS	1008380204	6153771209	6153771209	7100 EXECUTIVE CENTER DR		\$ 220.30
SUSAN S WEISS	1008380204	6153771209	6153776499	7100 EXECUTIVE CENTER DR		
SUSAN S WEISS	1008380204	6153771209	6153733672	7100 EXECUTIVE CENTER DR		
TEAM AIR DISTRI	1008380375	6152642142	6152642142	103 SANDERS FERRY R		\$ 23.44
TEMPORARY ALTER	1008380768	6154410023	6154410023	404 E COLLEGE ST		\$ 377.30
TEMPORARY ALTER	1008380768	6154410023	6154413090	404 E COLLEGE ST		
TEMPORARY ALTER	1008380768	6154410023	6154416119	404 E COLLEGE ST		
TEMPORARY ALTER	1008380768	6154410023	6154416495	404 E COLLEGE ST		
TEMPORARY ALTER	1008380768	6154410023	6154468482	404 E COLLEGE ST		
TEMPORARY ALTER	1008380774	6154531113	6154531113	614 S CUMBERLAND ST		\$ 385.45
TEMPORARY ALTER	1008380774	6154531113	6154531559	614 S CUMBERLAND ST		
TEMPORARY ALTER	1008380774	6154531113	6154532451	614 S CUMBERLAND ST		
TEMPORARY ALTER	1008380774	6154531113	6154532452	614 S CUMBERLAND ST		
TEMPORARY ALTER	1008380774	6154531113	6154532453	614 S CUMBERLAND ST		
THE APPRAISAL G	1008380753	6154535394	6154535394	425 PARK AV		\$ 225.36
THE APPRAISAL G	1008380753	6154535394	6154535395	425 PARK AV		
THE APPRAISAL G	1008380753	6154535394	6154535396	425 PARK AV		
THE HOLLAND GRO	1008380285	4233188393	4233188393	303 N FAIRMONT AV		\$ 2,545.62
THE HOLLAND GRO	1008380285	4233188393	4233189403	303 N FAIRMONT AV		
THE HOLLAND GRO	1008380285	4233188393	4233189520	303 N FAIRMONT AV		
THE HOLLAND GRO	1008380285	4233188393	4233189530	303 N FAIRMONT AV		

THE HOLLAND GRO	1008380285	4236138393	4236138393	326 W BROADWAY	
THE HOLLAND GRO	1008380285	4236138393	4236130581	326 W BROADWAY	
THE HOLLAND GRO	1008380285	4236138393	4236134497	326 W BROADWAY	
THE HOLLAND GRO	1008380285	4236138393	4236134498	326 W BROADWAY	
THE HOLLAND GRO	1008380285	6152204445	6152204445	260 S LOWRY ST	
THE HOLLAND GRO	1008380285	6152204445	6152204446	260 S LOWRY ST	
THE HOLLAND GRO	1008380285	6152204445	6152204447	260 S LOWRY ST	
THE HOLLAND GRO	1008380285	6152204445	6152204448	260 S LOWRY ST	
THE HOLLAND GRO	1008380285	6152204445	6154598634	260 S LOWRY ST	
THE HOLLAND GRO	1008380285	6153823334	6153823334	2308 MEMORIAL BLVD	
THE HOLLAND GRO	1008380285	6153823334	6153823325	2308 MEMORIAL BLVD	
THE HOLLAND GRO	1008380285	6153823334	6153823337	2308 MEMORIAL BLVD	
THE HOLLAND GRO	1008380285	6153823334	6153823338	2308 MEMORIAL BLVD	
THE HOLLAND GRO	1008380285	6154411117	6154411117	404 E COLLEGE ST	
THE HOLLAND GRO	1008380285	6154411117	6154411118	404 E COLLEGE ST	
THE HOLLAND GRO	1008380285	6154411117	6154411122	404 E COLLEGE ST	
THE HOLLAND GRO	1008380285	6154411117	6154411181	404 E COLLEGE ST	
THE HOLLAND GRO	1008380285	6154411117	6154411914	404 E COLLEGE ST	
THE HOLLAND GRO	1008380285	6154411117	6154412996	404 E COLLEGE ST	
THE HOLLAND GRO	1008380285	6154411117	6154416058	404 E COLLEGE ST	
THE HOLLAND GRO	1008380285	6154411117	6154416838	404 E COLLEGE ST	
THE HOLLAND GRO	1008380285	6154411117	6154468259	404 E COLLEGE ST	
THE HOLLAND GRO	1008380285	6154498280	6154498280	102 N GREENWOOD ST	
THE HOLLAND GRO	1008380285	6154498280	6154430478	102 N GREENWOOD ST	
THE HOLLAND GRO	1008380285	6154498280	6154430822	102 N GREENWOOD ST	
THE HOLLAND GRO	1008380285	6154498280	6154497085	102 N GREENWOOD ST	
THE HOLLAND GRO	1008380285	6157351157	6157351157	908 MAIN ST N	
THE HOLLAND GRO	1008380285	6157351157	6157351297	908 MAIN ST N	
THE HOLLAND GRO	1008380285	6157351157	6157352969	908 MAIN ST N	
THE HOLLAND GRO	1008380285	6158485649	6158485649	906 BUTLER DR	
THE HOLLAND GRO	1008380285	6158676490	6158676490	906 BUTLER DR	
THE HOLLAND GRO	1008380285	9312708185	9312708185	725 W COMMERCE ST	
THE HOLLAND GRO	1008380285	9312708185	9312708183	725 W COMMERCE ST	
THE HOLLAND GRO	1008380285	9312708185	9312708184	725 W COMMERCE ST	
THE HOLLAND GRO	1008380285	9312708185	9312708187	725 W COMMERCE ST	
THE HOLLAND GRO	1008380285	9316801177	9316801177	523 MADISON ST	
THE HOLLAND GRO	1008380285	9316801177	9316801133	523 MADISON ST	

THE HOLLAND GRO	1008380285	9316801177	9316801146	523	MADISON ST	
THE HOLLAND GRO	1008380285	9316801177	9316801147	523	MADISON ST	
THE HOLLAND GRO	1008380285	9316801177	9316801634	523	MADISON ST	
THE HOLLAND GRO	1008380285	9317230227	9317230227	104 E	MAIN ST	
THE HOLLAND GRO	1008380285	9317230227	9317230344	104 E	MAIN ST	
THE HOLLAND GRO	1008380285	9317230227	9317230478	104 E	MAIN ST	
THE HOLLAND GRO	1008380285	9317230227	9317230621	104 E	MAIN ST	
THE INSURANCE P	1008380560	6153550900	6153550900	412 S	LOWRY ST	\$ 496.52
THE INSURANCE P	1008380560	6153555944	6153555944	412 S	LOWRY ST	
THE INSURANCE P	1008380560	6157429792	6157429792	412 S	LOWRY ST	
THE PATH GROUP INC	1008380182	6152421934	6152421934	525	MAINSTREAM DR	\$ 90.55
THE PATH GROUP INC	1008380182	6152421934	6152421935	525	MAINSTREAM DR	
U.S. NAVAL RESE	1008380841	4236294061	4236294061	4051	AMNICOLA HWY	\$ 1,069.54
U.S. NAVAL RESE	1008380841	4236294061	4236294302	4051	AMNICOLA HWY	
U.S. NAVAL RESE	1008380841	4236294061	4236294376	4051	AMNICOLA HWY	
U.S. NAVAL RESE	1008380841	6152262780	6152262780	1515	DAVIDSON ST	
U.S. NAVAL RESE	1008380841	6152262780	6152262786	1515	DAVIDSON ST	
U.S. NAVAL RESE	1008380841	6152262780	6152273937	1515	DAVIDSON ST	
U.S. NAVAL RESE	1008380841	6152262780	6152288236	1515	DAVIDSON ST	
U.S. NAVAL RESE	1008380841	6152262780	6152288832	1515	DAVIDSON ST	
U.S. NAVAL RESE	1008380841	6152262780	6152289039	1515	DAVIDSON ST	
U.S. NAVAL RESE	1008380841	8655237064	8655237064	2101	ALCOA HWY	
U.S. NAVAL RESE	1008380841	8655237064	8655231465	2101	ALCOA HWY	
U.S. NAVAL RESE	1008380841	8655237064	8655231519	2101	ALCOA HWY	
U.S. NAVAL RESE	1008380841	8655237064	8655239669	2101	ALCOA HWY	
U.S. NAVAL RESE	1008380841	8655464101	8655464101	2101	ALCOA HWY	
U.S. NAVAL RESE	1008380841	8655466791	8655466791	2101	ALCOA HWY	
U.S. NAVAL RESE	1008380841	8656730407	8656730407	2101	ALCOA HWY	
U.S. NAVAL RESE	1008380841	8656730407	8655226434	2101	ALCOA HWY	
WATSON CARPET & FLOO	1008380648	6153315373	6153315373	766	PEACH ORCHARD DR	\$ 85.19
WATSON CARPET & FLOO	1008380648	6153315373	6153315374	766	PEACH ORCHARD DR	
WELDAS COMPANY	1008380125	6153774722	6153774722	128	SEABOARD LN	\$ 342.57
WELDAS COMPANY	1008380125	6153774722	6153773721	128	SEABOARD LN	
WELDAS COMPANY	1008380125	6153774722	6153774652	128	SEABOARD LN	
WELDAS COMPANY	1008380125	6153774722	6153773635	128	SEABOARD LN	
WELDAS COMPANY	1008380125	6153774722	6153775355	128	SEABOARD LN	

WELDAS COMPANY	1008380125	6153774722	6153778925	128 SEABOARD LN	
WINCHESTER PROP	1008380772	9319673082	9319673082	119 ROSS LN	\$ 38.02
WIRELESS CONNEC	1008380989	6154940125	6154940125	102 N THOMPSON LN	\$ 138.77
WIRELESS CONNEC	1008380989	6154940125	6154940212	102 N THOMPSON LN	
WIRELESS CONNEC	1008380989	6154940125	6154941416	102 N THOMPSON LN	
WOODMONT CHRIST	1008380086	6152979962	6152979962	3601 HILLSBORO RD	\$ 256.53
WOODMONT CHRIST	1008380086	6152979962	6152973991	3601 HILLSBORO RD	
WOODMONT CHRIST	1008380086	6152979962	6152979963	3601 HILLSBORO RD	
WOODMONT CHRIST	1008380086	6152979962	6152982772	3601 HILLSBORO RD	
WORLD OUTREACH	1008380565	6158499073	6158499073	1921 HIGHWAY 99	\$ 163.28
WORLD OUTREACH	1008380565	6159071420	6159071420	1921 HIGHWAY 99	
ZANY BRAINY	1008380874	6156614021	6156614021	1610 SERVICE MERCHANDISE BLVD	\$ 543.13
ZANY BRAINY	1008380874	6156614021	6156610136	1611 SERVICE MERCHANDISE BLVD	
ZANY BRAINY	1008380874	6156614021	6156610163	1612 SERVICE MERCHANDISE BLVD	
ZANY BRAINY	1008380874	6156614021	6156610638	1613 SERVICE MERCHANDISE BLVD	
ZANY BRAINY	1008380874	6156614021	6156610758	1614 SERVICE MERCHANDISE BLVD	
ZANY BRAINY	1008380874	6156614021	6156610795	1615 SERVICE MERCHANDISE BLVD	
ZANY BRAINY	1008380874	6156614021	6156610971	1616 SERVICE MERCHANDISE BLVD	
ZANY BRAINY	1008380874	6156614021	6156614026	1617 SERVICE MERCHANDISE BLVD	
ZANY BRAINY	1008380874	6156614021	6156614034	1618 SERVICE MERCHANDISE BLVD	

BellSouth Billing greater than ABS Billing

43 Customers, 817 lines

Customer	Billing Acct #	BELL ATN	Telephone #	Street Address	ABS Charges	BS Charges
ABS INTERNAL	1008380002	4236340222	4236340222	1201 MARKET ST	\$ -	\$ 306.32
ABS INTERNAL	1008380002	4236340222	4236348111	1201 MARKET ST		
ABS INTERNAL	1008380002	4236340222	4236349144	1201 MARKET ST		
ABS INTERNAL	1008380002	4236340222	4236349147	1201 MARKET ST		
ABS INTERNAL	1008380002	6152594955	6152594955	222 2ND AVE N		
ABS INTERNAL	1008380002	6152594955	615259394	222 2ND AVE N		
ABS INTERNAL	1008380002	6158729906	6158729906	2530 PERIMETER PLAC		
ABS INTERNAL	1008380002	6158729906	6158729906	1400 FT CAMPBELL BL	\$ 207.45	\$ 241.29
ALERT ONE	1008380834	9312214941	9312214941	1400 FT CAMPBELL BL		
ALERT ONE	1008380834	9312214941	9312214942	1400 FT CAMPBELL BL		
ALERT ONE	1008380834	9312214941	9312214943	1400 FT CAMPBELL BL	\$ 163.10	\$ 187.45
ALERT ONE	1008380426	6153527977	6153527977	121 DAVIDSON RD N		
BELLE MEADE METHODIST CHURCH	1008380426	6153527977	6153527978	121 DAVIDSON RD N		
BELLE MEADE METHODIST CHURCH	1008380426	6153565974	6153565974	121 DAVIDSON RD		
BELLE MEADE METHODIST CHURCH	1008380426	6153565974	6153566478	121 DAVIDSON RD		
BELLE MEADE METHODIST CHURCH	1008381058	6156720533	6156720533	3045 UNION RD	\$ 1,349.51	\$ 1,700.07
DES-CASE CORP	1008381058	6156720701	6156720701	3045 UNION RD		
DES-CASE CORP	1008381058	6152850310	6156720668	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156720731	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156721334	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156721371	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156721553	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156721561	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156721578	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156721653	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156722592	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156722594	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156722694	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156722860	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156722985	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156723383	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156723385	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156723468	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156724184	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156724392	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156724579	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156725563	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156725842	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156725949	3045 UNION RD		

Exhibit 5, part 2

Nashville Exchanges

DES-CASE CORPORATION	1008381058	6152850310	6156725986	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156726455	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156726549	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156726978	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156727266	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156727764	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156727906	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156727910	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156727917	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156727959	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156727972	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156728104	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156728181	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156728524	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156728800	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156728972	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156729230	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156729307	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156729639	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6156729641	3045 UNION RD		
DES-CASE CORPORATION	1008381058	6152850310	6152850310	3045 UNION RD		
DES-CASE CORPORATION	1008380349	9319050451	9319050451	1860 WILMA RUDOLPH B	\$ 83.05	\$ 83.24
DRAUGHONS JR COLLEGE	1008380349	9319050451	9314050452	1860 WILMA RUDOLPH BLYD		
ECONOMIC BARBER SHOP	1008380110	6153831902	6153831902	802 HILLVIEW	\$ 46.45	\$ 49.49
ECONOMIC BARBER SHOP	1008380111	6153838353	6153838353	802 HILLVIEW	\$ 43.86	\$ 49.06
ECONOMIC BARBER SHOP	1008380654	6153137248	6153137248	116 OLDHAM ST	\$ 60.62	\$ 425.71
EQUIPMENT FINDE	1008380654	6153137248	6153137250	116 OLDHAM ST		
EQUIPMENT FINDE	1008380654	6153137248	6153138817	116 OLDHAM ST		
EQUIPMENT FINDE	1008380654	6153137248	6153138669	116 OLDHAM ST		
EQUIPMENT FINDE	1008380654	6153137248	6153137863	116 OLDHAM ST		
EQUIPMENT FINDE	1008380654	6153137248	6153137199	116 OLDHAM ST		
EQUIPMENT FINDE	1008380654	6153137248	6153138644	116 OLDHAM ST		
EQUIPMENT FINDE	1008380654	6153137248	6153138567	116 OLDHAM ST		
EQUIPMENT FINDE	1008380654	6153137248	6154510137	146 N BELVEDERE DR	\$ 263.77	\$ 349.62
EXPRESS PERSONNEL - GALLATIN	1008380433	6154510137	6154517111	146 N BELVEDERE DR		
EXPRESS PERSONNEL - GALLATIN	1008380433	6154517111	6154517478	146 N BELVEDERE DR		
EXPRESS PERSONNEL - GALLATIN	1008380433	6154517111	6154517479	146 N BELVEDERE DR		
EXPRESS PERSONNEL - GALLATIN	1008380433	6154517111	6154517480	146 N BELVEDERE DR		
EXPRESS PERSONNEL - GALLATIN	1008380433	6154517111	6154517482	146 N BELVEDERE DR		
EXPRESS PERSONNEL - GALLATIN	1008380701	6158830790	6158830790	276 STEWARTS FERRY PKE	\$ 142.39	\$ 186.06
HICKORY HILL LL	1008380701	6158830790	6158833348	276 STEWARTS FERRY PKE		
HICKORY HILL LL	1008380701	6158830790	6158854788	276 STEWARTS FERRY PKE		
HICKORY HILL LL	1008380757	6154458155	6154458155	3710 N NATCHEZ CT	\$ 40.88	\$ 44.06

J C BULLSEYE SP	1008380461	6158855424	6158855424	3248	BLACKWOOD DR	\$	145.05	\$	150.69
J C BULLSEYE SP	1008380461	6158855424	6158853545	3248	BLACKWOOD DR				
J C BULLSEYE SP	1008380461	6158855424	6158853792	3248	BLACKWOOD DR				
KIDS CORNER MIL	1008380614	6158595224	6158595224	1248	LOUISVILLE HWY	\$	37.39	\$	44.90
LAKE SHORE ESTAT	1008380574	6156627405	6156627405	301	WHITE OAK LN	\$	44.05	\$	44.90
LIBERTY COMPUTERS	1008380354	9315525870	9315525870	1313	FT CAMPBELL BL	\$	165.81	\$	166.48
LIBERTY COMPUTERS	1008380354	9315525870	9315525770	1313	FT CAMPBELL BL				
LIBERTY INTERNET SER	1008380354	9316459133	9316459133	2128	FT CAMPBELL BL				
LIBERTY INTERNET SER	1008380354	9316459133	9316459112	2128	FT CAMPBELL BL				
MADISON CREEK E	1008380694	6158550237	6158550237	1040	MADISON CREEK	\$	48.26	\$	58.69
MARY SCHOCKE LC	1008380782	6158246461	6158246461	109	HAZEL PATH	\$	73.41	\$	77.86
MEDI WASTE SYST	1008380415	6156436012	6156436012	2210	LAKE RD	\$	79.93	\$	95.68
MORNING STAR RADIO N	1008380607	6153611669	6153611669	402	BNB DR	\$	231.21	\$	377.98
MORNING STAR RADIO N	1008380607	6153611669	6153611767	402	BNB DR				
MORNING STAR RADIO N	1008380607	6153615448	6153615448	402	BNB DR				
MORNING STAR RADIO N	1008380607	6153615448	6153615665	402	BNB DR				
MORNING STAR RADIO N	1008380607	6153615808	6153615808	402	BNB DR				
MORNING STAR RADIO N	1008380607	6153615808	6153615819	402	BNB DR				
MORNING STAR RADIO N	1008380607	6153611415	6153611415	402	BNB DR				
MORNING STAR RADIO NTWK	1008380607	6153671766	6153671766	402	BNB DR				
MORNING STAR RADIO NTWK	1008380607	6153671766	6153679226	402	BNB DR				
MORNING STAR RADIO NTWK	1008380607	6153671766	6153679226	402	BNB DR				
MURRAY INC.	1008380814	6153099573	6153099573	219	FRANKLIN RD	\$	3,478.48	\$	4,918.26
MURRAY INC.	1008380814	6153739803	6153739803	219	FRANKLIN RD				
MURRAY INC.	1008380814	6153771048	6153771048	219	FRANKLIN RD				
MURRAY INC.	1008380814	6153771052	6153771052	219	FRANKLIN RD				
MURRAY INC.	1008380814	6153779318	6153779318	219	FRANKLIN RD				
MURRAY INC.	1008380814	9317620100	9317620101	100	HANNON DRIVE				
MURRAY INC.	1008380814	9317620100	9317620102	100	HANNON DRIVE				
MURRAY INC.	1008380814	9317620100	9317620103	100	HANNON DRIVE				
MURRAY INC.	1008380814	9317620100	9317620104	100	HANNON DRIVE				
MURRAY INC.	1008380814	9317620100	9317620105	100	HANNON DRIVE				
MURRAY INC.	1008380814	9317620100	9317620106	100	HANNON DRIVE				
MURRAY INC.	1008380814	9317620100	9317620107	100	HANNON DRIVE				
MURRAY INC.	1008380814	9317620100	9317620108	100	HANNON DRIVE				
MURRAY INC.	1008380814	9317620100	9317620109	100	HANNON DRIVE				
MURRAY INC.	1008380814	9317620100	9317620110	100	HANNON DRIVE				
MURRAY INC.	1008380814	9317620100	9317620111	100	HANNON DRIVE				
MURRAY INC.	1008380814	9317620100	9317620112	100	HANNON DRIVE				
MURRAY INC.	1008380814	9317620100	9317620113	100	HANNON DRIVE				
MURRAY INC.	1008380814	9317620100	9317620114	100	HANNON DRIVE				
MURRAY INC.	1008380814	9317620100	9317620115	100	HANNON DRIVE				
MURRAY INC.	1008380814	9317620100	9317620116	100	HANNON DRIVE				
MURRAY INC.	1008380814	9317620100	9317620117	100	HANNON DRIVE				

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[illegible]

ROCHELLE, MCCULLOCH,	1008380618	6154438750	6154438788	109 CASTLE HEIGHTS AVE		
ROCHELLE, MCCULLOCH,	1008380618	6154438750	6154438789	109 CASTLE HEIGHTS AVE		
ROCHELLE, MCCULLOCH,	1008380618	6154438750	6154438750	109 CASTLE HEIGHTS AVE		
ROCHELLE, MCCULLOCH,	1008380618	6154438750	6154438750	109 CASTLE HEIGHTS AVE		
ROCHELLE, MCCULLOCH,	1008380618	6154438750	6154438750	109 CASTLE HEIGHTS AVE		
ROCHELLE, MCCULLOCH,	1008380618	6154438750	6154438750	109 CASTLE HEIGHTS AVE		
ROCHELLE, MCCULLOCH,	1008380618	6154438750	6154438750	109 CASTLE HEIGHTS AVE		
ROCHELLE, MCCULLOCH,	1008380618	6154438750	6154438750	109 CASTLE HEIGHTS AVE		
ROCHELLE, MCCULLOCH,	1008380618	6154438750	6154438750	109 CASTLE HEIGHTS AVE		
ROCHELLE, MCCULLOCH, & AULDS	1008380618	6154446326	6154446326	109 CASTLE HEIGHTS AVN		
ROCHELLE, MCCULLOCH, & AULDS	1008380028	6153992135	6153992135	735 HANGAR LN	\$	75.64 \$ 88.12
ROGERS GROUP	1008380028	6153992135	6153991504	735 HANGAR LN		
ROGERS GROUP	1008380032	6158906781	6158906781	509 MEMORIAL BLVD	\$	95.14 \$ 100.66
ROUND BACK TV	1008380332	6158906781	6158966781	509 MEMORIAL BLVD		
RUTHERFORD COUN	1008380210	6153556565	6153556565	315 S LOWRY ST	\$	42.82 \$ 52.42
SCOTTISH INNS	1008380318	6154445291	6154445291	638 S CUMBERLAND ST	\$	272.72 \$ 296.61
SCOTTISH INNS	1008380318	6154445291	6154445297	638 S CUMBERLAND ST		
SCOTTISH INNS	1008380318	6154445291	6154441014	638 S CUMBERLAND ST		
SCOTTISH INNS	1008380318	6154445291	6154441015	638 S CUMBERLAND ST		
SCOTTISH INNS	1008380740	9319672575	9319672575	3619 COWAN HWY	\$	121.22 \$ 154.35
SOUTHER LIVING	1008380740	9319672575	9319675099	3619 COWAN HWY		
SOUTHER LIVING	1008380740	9319672575	9319679639	3619 COWAN HWY		
SOUTHER LIVING	1008380633	6154432306	6154432306	900 COLES FERRY PKE	\$	101.50 \$ 204.64
SOUTHERN LIVING	1008380633	6154432306	6154437193	900 COLES FERRY PKE		
SOUTHERN LIVING	1008380633	6154432306	6154437293	900 COLES FERRY PKE		
SOUTHERN LIVING	1008380633	6154432306	6154437560	900 COLES FERRY PKE		
STEVE CROPPER E	1008380105	6152546447	6152546447	121 17TH AV S	\$	180.47 \$ 180.58
STEVE CROPPER E	1008380105	6152546447	6152590328	121 17TH AV S		
STEVE CROPPER E	1008380105	6157421245	6157421245	119 17TH AVE S		
STEVE CROPPER E	1008380105	6157421245	6152590509	119 17TH AVE S		
STEVE CROPPER E	1008380801	4232961506	4232961506	6138 PRESERVATION DR	\$	634.98 \$ 751.76
THE TRANE COMPANY	1008380801	4232961506	4232961472	6138 PRESERVATION DR		
THE TRANE COMPANY	1008380801	4232961506	4232961507	6138 PRESERVATION DR		
THE TRANE COMPANY	1008380801	4232961506	4232966778	6138 PRESERVATION DR		
THE TRANE COMPANY	1008380801	4232961506	4232966817	6138 PRESERVATION DR		
THE TRANE COMPANY	1008380801	4232961506	4234858138	6138 PRESERVATION DR		
THE TRANE COMPANY	1008380801	4232961506	4234858139	6138 PRESERVATION DR		
THE TRANE COMPANY	1008380801	42329668053	4232968053	6138 PRESERVATION DR		
THE TRANE COMPANY	1008380801	4232966993	4232966993	6138 PRESERVATION DR		
THE TRANE COMPANY	1008380801	4232966993	4232961471	6138 PRESERVATION DR		
THE TRANE COMPANY	1008380801	4232966993	4232966994	6138 PRESERVATION DR		

THE TRANE COMPANY	1008380801	4232969993	4235109663	6138 PRESERVATION DR		
THE TRANE COMPANY	1008380801	4232969993	4235109664	6138 PRESERVATION DR		
TRIPLE J. ENTER	1008380414	6156435729	6156435729	2210 LAKE RD	\$ 87.40	\$ 90.51
TRIPLE J. ENTER	1008380414	6156435729	6156435728	2210 LAKE RD		
USF DUGAN INC	1008380830	6152483210	6152483210	615 NESTOR ST	\$ 74.85	\$ 83.24
USF DUGAN INC	1008380830	6152483210	6152483212	615 NESTOR ST		
USF DUGAN INC	1008380452	9015650532	9015650532	4885 WEBB UTILITY R	\$ 305.90	\$ 387.43
UTILITY TRAILER	1008380452	9015650532	9015659713	4885 WEBB UTILITY R		
UTILITY TRAILER	1008380452	9015650532	9015659533	4885 WEBB UTILITY R		
UTILITY TRAILER	1008380452	9015650532	9015659523	4885 WEBB UTILITY R		
UTILITY TRAILER	1008380452	9015650532	9015659855	4885 WEBB UTILITY R		
UTILITY TRAILER	1008380452	9015650532	9015650549	4885 WEBB UTILITY R		
UTILITY TRAILER	1008380452	9015650532	9015659854	4885 WEBB UTILITY R		
WAYNE BOYKIN &	1008380530	6154437355	6154437355	1030 W MAIN ST	\$ 492.50	\$ 515.79
WAYNE BOYKIN &	1008380530	6154437355	6154437386	1030 W MAIN ST		
WAYNE BOYKIN &	1008380530	6154437355	6154438510	1030 W MAIN ST		
WAYNE BOYKIN &	1008380530	6154437355	6154494663	1030 W MAIN ST		
WAYNE BOYKIN &	1008380530	6154437355	6154494742	1030 W MAIN ST		
WAYNE BOYKIN &	1008380530	6154437355	6154438578	1030 W MAIN ST		
WAYNE BOYKIN &	1008380530	6154437355	6154494049	1030 W MAIN ST		
WAYNE BOYKIN &	1008380530	6154437355	6154538269	1030 W MAIN ST		
WAYNE BOYKIN &	1008380530	6154437355	6154538270	1030 W MAIN ST		
WAYNE BOYKIN &	1008380530	6154437355	6154431245	1030 W MAIN ST		
WAYNE BOYKIN &	1008380772	9319673082	9319673082	119 ROSS LN	\$ 38.02	\$ 41.41
WINCHESTER PROP	1008380085	6152978563	6152978563	3601 HILLSBORO PK	\$ 402.30	\$ 419.47
WOODMONT CHRIS	1008380085	6152978563	6152977517	3601 HILLSBORO PK		
WOODMONT CHRIS	1008380085	6152978563	6152978564	3601 HILLSBORO PK		
WOODMONT CHRIS	1008380085	6152978563	6152989224	3601 HILLSBORO PK		
WOODMONT CHRIS	1008380085	6152978563	6154638167	3601 HILLSBORO PK		
WOODMONT CHRIS	1008380085	6152982569	6152982569	3601 HILLSBORO PK		
WOODMONT CHRISTIAN C	1008380085	6152979319	6152979319	3601 HILLSBORO PK		
WOODMONT CHRISTIAN C	1008380085	6152979319	6152973764	3601 HILLSBORO PK		
WOODMONT CHRISTIAN C	1008380109	6155910511	6155910511	306 BEASLEY DR	\$ 86.42	\$ 88.12
WORTHINGTON PRE	1008380109	6155910511	6155910509	306 BEASLEY DR		
WORTHINGTON PRE	1008380107	6157916398	6157916398	306 BEASLEY DR	\$ 935.30	\$ 1,100.22
WORTHINGTON PRE	1008380107	6157947671	6157947671	306 BEASLEY DR		
WORTHINGTON PRE	1008380107	6157949633	6157949633	306 BEASLEY DR		
WORTHINGTON PRE	1008380107	6157949633	6157914075	306 BEASLEY DR		
WORTHINGTON PRE	1008380107	6157949633	6157914076	306 BEASLEY DR		
WORTHINGTON PRE	1008380107	6157949633	6157914077	306 BEASLEY DR		
WORTHINGTON PRE	1008380107	6157949633	6157941148	306 BEASLEY DR		
WORTHINGTON PRE	1008380107	6157949633	6157942876	306 BEASLEY DR		
WORTHINGTON PRE	1008380107	6157949633	6157946665	306 BEASLEY DR		

WORTHINGTON PRE	1008380107	6157949633	6157946907	306 BEASLEY DR		
WORTHINGTON PRE	1008380107	6157949633	6157947904	306 BEASLEY DR		
WORTHINGTON PRE	1008380107	6157949633	6157948339	306 BEASLEY DR		
WORTHINGTON PRE	1008380108	6157949638	6157949638	306 BEASLEY DR	\$	86.42
WORTHINGTON PRE	1008380108	6157949638	6157914078	306 BEASLEY DR		\$ 91.66

31 customers, 159 lines

Customer	Billing Acct #	BELL ATN	Telephone #	Street Address	ABS Charges	BS Charges
A-1 PRINTING SERVICE, INC.	1004530041	9013962023	9013962023	810 E Brooks Rd	\$ 263.49	\$ 223.66
A-1 PRINTING SERVICE, INC.	1004530041	9013962023	9013448729	810 E Brooks Rd		
A-1 PRINTING SERVICE, INC.	1004530041	9013962023	9013448730	810 E Brooks Rd		
A-1 PRINTING SERVICE, INC.	1004530041	9013962023	9013448732	810 E Brooks Rd		
A-1 PRINTING SERVICE, INC.	1004530041	9013962023	9013448734	810 E Brooks Rd		
ABS INTERNAL	1004530001	9017488400	9017488400	3355 Players Club PKWY	\$ 46.84	\$ 26.88
ABS INTERNAL	1004530001	9017517444	9017517444	3355 Players Club PKWY		
AMERICAN TITLE COMPANY INC.	1008380466	9017582581	9017582581	104 TIMBER CREEK DR	\$ 533.87	\$ 489.45
AMERICAN TITLE COMPANY INC.	1008380466	9017582581	9017580173	104 TIMBER CREEK DR		
AMERICAN TITLE COMPANY INC.	1008380466	9017582581	9017581584	104 TIMBER CREEK DR		
AMERICAN TITLE COMPANY INC.	1008380466	9017582581	9017581594	104 TIMBER CREEK DR		
AMERICAN TITLE COMPANY INC.	1008380466	9017582581	9017582178	104 TIMBER CREEK DR		
AMERICAN TITLE COMPANY INC.	1008380466	9017582581	9017582453	104 TIMBER CREEK DR		
AMERICAN TITLE COMPANY INC.	1008380466	9017582581	9017583223	104 TIMBER CREEK DR		
AMERICAN TITLE COMPANY INC.	1008380466	9017582581	9017588069	104 TIMBER CREEK DR		
BARTLETT ORAL & MAXILLOFACIAL	1004530121	9013820774	9013820774	6425 Stage Rd Suite 1	\$ 330.93	\$ 289.60
BARTLETT ORAL & MAXILLOFACIAL	1004530121	9013820774	9013820629	6425 Stage Rd Suite 1		
BARTLETT ORAL & MAXILLOFACIAL	1004530121	9013828500	9013828500	6425 Stage Rd Suite 1		
BARTLETT ORAL & MAXILLOFACIAL	1004530121	9013828500	9013774993	6425 Stage Rd Suite 1		
BARTLETT ORAL & MAXILLOFACIAL	1004530121	9013828500	9013828400	6425 Stage Rd Suite 1		
BARTLETT ORAL & MAXILLOFACIAL	1004530121	9013828500	9013857005	6425 Stage Rd Suite 1		
BELK STORE 588	1004530160	9013836901	9013836901	3345 Kirby Whitten Pkwy	\$ 786.21	\$ 576.50
CARESTONE AT BARTLETT	1004530133	7316681414	7316681414	3345 Kirby Whitten Pkwy	\$ 699.06	\$ 529.92
CARESTONE AT BARTLETT	1004530133	7316681414	7316681414	3345 Kirby Whitten Pkwy		
CARESTONE AT BARTLETT	1004530133	7316681414	7316681414	3345 Kirby Whitten Pkwy		
CARESTONE AT BARTLETT	1004530133	7316681414	7316681414	3345 Kirby Whitten Pkwy		
CARESTONE AT BARTLETT	1004530133	7316681414	7316681414	3345 Kirby Whitten Pkwy		
CARESTONE AT BARTLETT	1004530133	7316681414	7316681414	3345 Kirby Whitten Pkwy		
CARESTONE AT BARTLETT	1004530133	9013836901	9013831316	3345 Kirby Whitten Pkwy		
CARESTONE AT BARTLETT	1004530133	9013836901	9013831815	3345 Kirby Whitten Pkwy		
CARESTONE AT BARTLETT	1004530133	9013836901	9013831821	3345 Kirby Whitten Pkwy		

CARESTONE AT BARTLETT	1004530133	9013836901	9013836902	3345 Kirby Whitten Pkwy			
CARESTONE AT BARTLETT	1004530133	9013836901	9013836903	3345 Kirby Whitten Pkwy			
CARESTONE AT BARTLETT	1004530133	9013836901	9013836904	3345 Kirby Whitten Pkwy			
CARESTONE AT BARTLETT	1004530133	9013836901	9013837886	3345 Kirby Whitten Pkwy			
CARESTONE AT BARTLETT	1004530133	9013836901	9013839975	3345 Kirby Whitten Pkwy			
CARESTONE AT BARTLETT	1004530133	9013839712	9013839712	3345 Kirby Whitten Pkwy			
CARESTONE AT BARTLETT	1004530006	9017632250	9017632250	5100 Popular Av Suite 29	\$ 3,064.11	\$ 222.96	
CARESTONE AT BARTLETT	1004530006	9017632250	9017630386	5100 Popular Av Suite 29			
CARESTONE AT BARTLETT	1004530006	9017632250	9017633192	5100 Popular Av Suite 29			
CARESTONE AT BARTLETT	1004530006	9017632250	9017633319	5100 Popular Av Suite 29			
CARESTONE AT BARTLETT	1004530077	9015219736	9015219736	201 Court Ave	\$ 64.05	\$ 55.52	
CARESTONE AT BARTLETT	1004530077	9017480437	9017480437	8180 T & B Blvd Suite 10	\$ 49.86	\$ 47.67	
CARESTONE AT BARTLETT	1004530031	9018532928	9018532928	828 W Popular AVE	\$ 46.75	\$ 38.85	
CARESTONE AT BARTLETT	1004530145	9018500018	9018500018	81 Peyton PKWY	\$ 54.36	\$ 42.06	
CARESTONE AT BARTLETT	1004530163	7316619301	7316619301	2817 N HIGHLAND AV AL	\$ 166.77	\$ 127.38	
CARESTONE AT BARTLETT	1004530163	7316619301	7316619312	2817 N HIGHLAND AV AL			
CARESTONE AT BARTLETT	1004530124	9013092680	9013092680	8001 Centerview PKWY S	\$ 456.25	\$ 400.16	
CARESTONE AT BARTLETT	1004530124	9013092680	9013092681	8001 Centerview PKWY S			
CARESTONE AT BARTLETT	1004530124	9013092680	9013092682	8001 Centerview PKWY S			
CARESTONE AT BARTLETT	1004530124	9013092680	9013092683	8001 Centerview PKWY S			
CARESTONE AT BARTLETT	1004530124	9013092680	9013092684	8001 Centerview PKWY S			
CARESTONE AT BARTLETT	1004530124	9013092680	9013092685	8001 Centerview PKWY S			
CARESTONE AT BARTLETT	1004530124	9013092680	9013092686	8001 Centerview PKWY S			
CARESTONE AT BARTLETT	1004530124	9013092680	9013092687	8001 Centerview PKWY S			
CARESTONE AT BARTLETT	1004530091	9019427563	9019427563	195 W Industrial AV	\$ 235.02	\$ 201.92	
CARESTONE AT BARTLETT	1004530091	9019484636	9019484636	195 W Industrial AV			
CARESTONE AT BARTLETT	1004530091	9019484636	9019486221	195 W Industrial AV			
CARESTONE AT BARTLETT	1004530091	9019489711	9019489711	195 W Industrial AV			
CARESTONE AT BARTLETT	1004530082	9017539274	9017539274	7601 Popular Av	\$ 237.27	\$ 202.20	
CARESTONE AT BARTLETT	1004530082	9017539274	9017534923	7601 Popular Av			
CARESTONE AT BARTLETT	1004530082	9017539274	9017539628	7601 Popular Av			
CARESTONE AT BARTLETT	1004530082	9017539274	9017557735	7601 Popular Av			
CARESTONE AT BARTLETT	1004530122	9017547507	9017547507	2136 EXETER RD SUITE	\$ 441.74	\$ 387.96	
CARESTONE AT BARTLETT	1004530122	9017547507	9017546351	2136 EXETER RD SUITE			
CARESTONE AT BARTLETT	1004530122	9017548002	9017548002	2136 EXETER RD SUITE			
CARESTONE AT BARTLETT	1004530122	9017548002	9016247050	2136 EXETER RD SUITE			
CARESTONE AT BARTLETT	1004530122	9017548002	9017545871	2136 EXETER RD SUITE			
CARESTONE AT BARTLETT	1004530122	9017548002	9017548004	2136 EXETER RD SUITE			

GERMANTOWN ORAL & MAXILLOFACIA	1004530122	9017548002	9017559587	2136 EXETER RD SUITE			
GERMANTOWN ORAL & MAXILLOFACIA	1004530122	9017548002	9017559113	2136 EXETER RD SUITE			
GERMANTOWN SMALL ENGINES	1004530066	9017571240	9017571240	2083 S GERMANTOWN	\$	107.89	\$ 91.40
GERMANTOWN SMALL ENGINES	1004530066	9017571240	9017570932	2083 S GERMANTOWN			
GURLEY'S AZALEA GARDEN	1004530071	9017947370	9017947370	5567 Winchester Rd	\$	315.25	\$ 220.60
GURLEY'S AZALEA GARDEN	1004530071	9017947370	9017947371	5567 Winchester Rd			
GURLEY'S AZALEA GARDEN	1004530071	9017947370	9017947390	5567 Winchester Rd			
GURLEY'S AZALEA GARDEN	1004530071	9017958460	9017958460	5567 Winchester Rd			
JAMISON STEEL RULE DIE INC.	1004530023	9017950381	9017950381	2811 Rudder Rd	\$	265.39	\$ 209.64
JAMISON STEEL RULE DIE INC.	1004530023	9017955871	9017955871	2811 Rudder Rd			
JAMISON STEEL RULE DIE INC.	1004530023	9017955871	9013667398	2811 Rudder Rd			
JAMISON STEEL RULE DIE INC.	1004530023	9017955871	9017955872	2811 Rudder Rd			
MAKIS FLOWERS ON THE SQUARE	1004530039	9018532301	9018532301	128 MULBERRY STE	\$	399.05	\$ 311.66
MAKIS FLOWERS ON THE SQUARE	1004530039	9018532301	9018532307	128 MULBERRY STE			
MAKIS FLOWERS ON THE SQUARE	1004530039	9018532301	9018533508	128 MULBERRY STE			
MAKIS FLOWERS ON THE SQUARE	1004530039	9018532301	9018533978	128 MULBERRY STE			
MAKIS FLOWERS ON THE SQUARE	1004530039	9018532301	9018540123	128 MULBERRY STE			
MAKIS FLOWERS ON THE SQUARE	1004530039	9018532301	9018545102	128 MULBERRY STE			
MAKIS FLOWERS ON THE SQUARE	1004530039	9018532301	9018548027	128 MULBERRY STE			
MCCLAIN, EDWARD B CO INC	1004530100	9017670730	9017670730	5050 POPLAR AVE	\$	221.61	\$ 192.59
MCCLAIN, EDWARD B CO INC	1004530100	9017670730	9016836025	5050 POPLAR AVE			
MCCLAIN, EDWARD B CO INC	1004530100	9017670730	9017670731	5050 POPLAR AVE			
MCCLAIN, EDWARD B CO INC	1004530100	9017670730	9017677339	5050 POPLAR AVE			
MEMPHIS NATIONAL GOLF CLUB	1004530020	9018509578	9018509578	2700 S HOUSTON LEVE	\$	93.91	\$ 69.38
MEMPHIS NATIONAL GOLF CLUB	1004530020	9018509578	9018509583	2700 S HOUSTON LEVE			
MEMPHIS REGIONAL P.E.T IMAGING	1004530149	9012766413	9012766413	1388 Madison Av	\$	472.22	\$ 365.22
MEMPHIS REGIONAL P.E.T IMAGING	1004530149	9012766413	9012763838	1388 Madison Av			
MEMPHIS REGIONAL P.E.T IMAGING	1004530149	9012766413	9012765628	1388 Madison Av			
MEMPHIS REGIONAL P.E.T IMAGING	1004530149	9012766413	9012765702	1388 Madison Av			
MEMPHIS REGIONAL P.E.T IMAGING	1004530149	9012766413	9012765961	1388 Madison Av			
MEMPHIS REGIONAL P.E.T IMAGING	1004530149	9012766413	9012766491	1388 Madison Av			
MEMPHIS REGIONAL P.E.T IMAGING	1004530149	9012766413	9012764169	1388 Madison Av			
MICHAEL J. STENGEL	1004530050	9015273535	9015273535	50 N FRONT ST	\$	197.96	\$ 136.65
MICHAEL J. STENGEL	1004530050	9015273535	9015273531	50 N FRONT ST			
NATIONAL ASSN OF SECURITY	1004530084	9013230173	9013230173	2670 UNION AVE EXIT S	\$	336.42	\$ 288.15
NATIONAL ASSN OF SECURITY	1004530084	9013230173	9013232312	2670 UNION AVE EXIT S			
NATIONAL ASSN OF SECURITY	1004530084	9013230173	9013239867	2670 UNION AVE EXIT S			
NATIONAL ASSN OF SECURITY	1004530084	9013230173	9013239946	2670 UNION AVE EXIT S			

NATIONAL ASSN OF SECURITY	1004530084	9013230173	9014580624	2670 UNION AVE EXIT S			
NEW ENGLAND FINANCIAL	1004530047	9017675951	9017675923	5865 Ridgeway Center Ph	\$	1,264.12	\$ 880.64
NEW ENGLAND FINANCIAL	1004530047	9017675951	9017676488	5865 Ridgeway Center Ph			
NEW ENGLAND FINANCIAL	1004530047	9017675951	9017679825	5865 Ridgeway Center Ph			
NEW ENGLAND FINANCIAL	1004530047	9017675951	9017679956	5865 Ridgeway Center Ph			
NEW ENGLAND FINANCIAL	1004530047	9017675951	9017675951	5865 Ridgeway Center Ph			
NEW ENGLAND FINANCIAL	1004530047	9017675951	9016850530	5865 Ridgeway Center Ph			
NEW ENGLAND FINANCIAL	1004530047	9017675951	9016857610	5865 Ridgeway Center Ph			
NEW ENGLAND FINANCIAL	1004530047	9017675951	9017620134	5865 Ridgeway Center Ph			
NEW ENGLAND FINANCIAL	1004530047	9017675951	9017620135	5865 Ridgeway Center Ph			
NEW ENGLAND FINANCIAL	1004530047	9017675951	9017672818	5865 Ridgeway Center Ph			
NEW ENGLAND FINANCIAL	1004530047	9017675951	9017674948	5865 Ridgeway Center Ph			
NEW ENGLAND FINANCIAL	1004530047	9017675951	9017675045	5865 Ridgeway Center Ph			
NEW ENGLAND FINANCIAL	1004530047	9017675951	9017675952	5865 Ridgeway Center Ph			
NEW ENGLAND FINANCIAL	1004530047	9017675951	9017675994	5865 Ridgeway Center Ph			
NEW ENGLAND FINANCIAL	1004530047	9017675951	9017675995	5865 Ridgeway Center Ph			
NEW ENGLAND FINANCIAL	1004530047	9017675951	9017678185	5865 Ridgeway Center Ph			
NEW ENGLAND FINANCIAL	1004530120	9013721221	9013721221	4283 Raleigh-Millington R	\$	306.73	\$ 218.84
RALEIGH DENTAL GROUP PC	1004530120	9013721221	9013721222	4283 Raleigh-Millington R			
RALEIGH DENTAL GROUP PC	1004530120	9013721221	9013721251	4283 Raleigh-Millington R			
RALEIGH DENTAL GROUP PC	1004530120	9013721221	9013721254	4283 Raleigh-Millington R			
RALEIGH DENTAL GROUP PC	1004530157	9017482320	9017482320	3350 Players Club PKWY	\$	473.68	\$ 314.79
SAN LYN & ASSOCIATES	1004530157	9017482320	9017481220	3350 Players Club PKWY			
SAN LYN & ASSOCIATES	1004530157	9017482320	9017482390	3350 Players Club PKWY			
SAN LYN & ASSOCIATES	1004530157	9017482320	9017482398	3350 Players Club PKWY			
SAN LYN & ASSOCIATES	1004530157	9017482320	9017483182	3350 Players Club PKWY			
SAN LYN & ASSOCIATES	1004530157	9017482320	9017483332	3350 Players Club PKWY			
SAN LYN & ASSOCIATES	1004530157	9017482320	9017483992	3350 Players Club PKWY			
SAN LYN & ASSOCIATES	1004530157	9017561900	9017561900	3059 Forrest Hill Irene Rd			
SAN LYN & ASSOCIATES	1004530157	9017561900	9017566869	3059 Forrest Hill Irene Rd			
SAN LYN & ASSOCIATES	1004530108	9016837055	9016837055	700 Colonial Road Suite 1	\$	841.76	\$ 642.66
SEVEN OAKS INTERNATIONAL INC	1004530108	9016837055	9016834466	700 Colonial Road Suite 1			
SEVEN OAKS INTERNATIONAL INC	1004530108	9016837055	9016846960	700 Colonial Road Suite 1			
SEVEN OAKS INTERNATIONAL INC	1004530108	9016837055	9016846961	700 Colonial Road Suite 1			
SEVEN OAKS INTERNATIONAL INC	1004530108	9016837055	9016846964	700 Colonial Road Suite 1			
SEVEN OAKS INTERNATIONAL INC	1004530108	9016837055	9016846967	700 Colonial Road Suite 1			
SEVEN OAKS INTERNATIONAL INC	1004530108	9016837055	9016846971	700 Colonial Road Suite 1			
SEVEN OAKS INTERNATIONAL INC	1004530108	9016837055	9016846972	700 Colonial Road Suite 1			

SEVEN OAKS INTERNATIONAL INC	1004530108	9016837055	9016846973	700 Colonial Road Suite 1		
SEVEN OAKS INTERNATIONAL INC	1004530108	9016837055	9016846974	700 Colonial Road Suite 1		
SEVEN OAKS INTERNATIONAL INC	1004530108	9016837055	9016852030	700 Colonial Road Suite 1		
TOSI, JOHN D. DDS	1004530058	9017612550	9017612550	5628 Murray Rd Unit 2	\$ 99.10	\$ 71.40
TOSI, JOHN D. DDS	1004530058	9017612550	9017612551	5628 Murray Rd Unit 2		
TOSI, JOHN D. DDS	1004530092	9016829131	9016829131	1213 Ridgeway Rd	\$ 510.94	\$ 401.04
ZANY BRAINY, INC.	1004530092	9016829131	9016821453	1213 Ridgeway Rd		
ZANY BRAINY, INC.	1004530092	9016829131	9016823242	1213 Ridgeway Rd		
ZANY BRAINY, INC.	1004530092	9016829131	9016823364	1213 Ridgeway Rd		
ZANY BRAINY, INC.	1004530092	9016829131	9016823445	1213 Ridgeway Rd		
ZANY BRAINY, INC.	1004530092	9016829131	9016825653	1213 Ridgeway Rd		
ZANY BRAINY, INC.	1004530092	9016829131	9016826798	1213 Ridgeway Rd		
ZANY BRAINY, INC.	1004530092	9016829131	9016829882	1213 Ridgeway Rd		

BellSouth Billing greater than ABS Billing

2 Customers, 4 lines

Customer	Billing Acct #	BELL ATN	Telephone #	Street Address	ABS Charges	BS Charges
CURTIS H STOUT OF TENNESSEE	1004530156	9013621514	9013621514	2478 WINHOMA DR	\$ 81.17	\$ 83.24
CURTIS H STOUT OF TENNESSEE	1004530156	9013621514	9013621445	2478 WINHOMA DR		
UNVEST FINANCIAL SERVICES	1004530006	9018180182	9018180182	5100 Poplar Av Sui	\$ 53.85	\$ 83.24
UNVEST FINANCIAL SERVICES	1004530006	9018180182	9018180926	5100 Poplar Av Suite 2900		