

BELLSOUTH

BellSouth Telecommunications, Inc.

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June 16, 2005

Beth Salak, Director
Competitive Markets and Enforcement
Attn: Tariff Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, attached for filing with the Commission are the following pages of BellSouth's General Subscriber Service Tariff and Private Line Services Tariff:

General Subscriber Service Tariff

- Section A2 - Fourth Revised Page 35.5.16
- Third Revised Page 35.5.17
- Second Revised Page 35.5.18

Private Line Services Tariff

- Section B2 - First Revised Page 71.74
- First Revised Page 71.75
- First Revised Page 71.76

The purpose of this filing is to provide for the BellSouth^R Business Winning RewardsSM 3Q2005 Special Promotion. The Promotion will begin July 1, 2005 and end September 30, 2005.

Acknowledgment, date of receipt and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Regulatory Director

Attachments

Florida
Promotion Description

3Q BellSouth[®] Business Winning RewardsSM 2005

OVERVIEW OF PROMOTION

BellSouth plans to offer the following special promotion beginning July 1, 2005 and ending on September 30, 2005.

This special promotion will be available to new and existing BellSouth business customers who spend between nine hundred dollars (\$900) to three hundred thousand dollars (\$300,000) per year in eligible regulated services.

Program Eligibility

- Available to new or existing BellSouth business customers and existing BBWR or BBPR customers whose contract expires within six (6) months, who subscribe to services that bill an aggregate monthly billing, across the BellSouth nine (9) state region, between seventy-five dollars (\$75) and twenty-five thousand dollars (\$25,000) in Total Monthly Billed Revenue (TBR), excluding those charges identified below* for BellSouth regulated services and as identified on the list of Billed Telephone Numbers on the Enrollment Form for services provided in the nine (9) state BellSouth Region. Customer's monthly-billed revenue must total the monthly commitment amount or more in any given month to be eligible for this Promotion.
- Customer must sign a 12-, 24- or 36-month term agreement.
- This Promotion may also be combined with the following Promotions:
 - BellSouth[®] PRI Advantage (allowed for 12-23 month term and 24-48 month term; 49-72 month term excluded)
 - BellSouth[®] 2005 2T05 Centrex Promotion (allowed for Retention Only, a minimum 24-month agreement is required)
 - BellSouth[®] MegaLink Mileage Promotion

*Customer Total Monthly Billed Revenue (TBR) consists of all BellSouth charges (recurring, non-recurring and usage) for eligible regulated services, excluding those associated with hunting services, all 911 regulated services, BellSouth[®] SMARTPath[®], BellSouth Integrated Solutions (BIS), any other BellSouth program or promotion or CSA, taxes, late payment charges, charges billed pursuant to Federal or State Access Service Tariffs, and other charges (including, but not limited to surcharges for 911 service and dual party relay service).

Program Elements

Rewards will appear within one (1) to two (2) billing cycles after the term agreement has been signed and implemented unless specified otherwise in the following. Applicable taxes and fees will be based on the full retail price of all products and services, no taxes or fees will be added to the monthly reward amounts given under this Promotion.

Florida Promotion Description

Rewards

During the term of the agreement the customer will receive rewards in accordance with one (1) of the three (3) options available below:

Option A: Rewards are as follows:

- 12-Month Term Monthly Reward = five percent (5%) of monthly TBR (capped at \$1,250 per month) and fifty percent (50%) of Hunting charges;
- 24-Month Term Monthly Reward = eight percent (8%) of monthly TBR (capped at \$2,000 per month) and seventy-five percent (75%) of Hunting charges;
- 36-Month Term Monthly Reward = ten percent (10%) of monthly TBR (capped at \$2,500 per month) and one-hundred percent (100%) of Hunting charges; Monthly Commit of seventy-five dollars (\$75) in monthly TBR for the term of the contract; once enrolled, if the monthly TBR falls below seventy-five dollars (\$75), no reward will be applied that month;
- New Service Rewards available (see below);
- Complete Choice for Business Package subscribers may participate in the Program but are not eligible to receive the additional hunting reward.

Option B: Rewards are as follows:

- 24-Month Term Monthly Reward = eight percent (8%) of monthly TBR (capped at \$2,000 per month) and seventy-five percent (75%) of Hunting charges;
- 36-Month Term Monthly Reward = twelve percent (12%) of monthly TBR (capped at \$3,000 per month) and one-hundred percent (100%) of Hunting charges;
- Monthly Commit of two hundred and fifty dollars (\$250) in monthly TBR for the term of the contract; once enrolled, if the monthly TBR falls below two hundred and fifty dollars (\$250), no reward will be applied that month;
- New Service Rewards available (see below);
- Annual Bonus Reward (see below);
- Complete Choice for Business Package subscribers may participate in the Program but are not eligible to receive the additional hunting reward.

Option C: Rewards are as follows:

- 24-Month Term Monthly Reward = ten percent (10%) of monthly TBR (capped at \$2,500 per month) and seventy-five percent (75%) of Hunting charges;
- 36-Month Term Monthly Reward = fifteen percent (15%) of monthly TBR (capped at \$3,750 per month) and one hundred percent (100%) of Hunting charges;
- Monthly Commit of five hundred dollars (\$500) in monthly TBR for the term of the contract; once enrolled, if the monthly TBR falls below five hundred dollars (\$500), no reward will be applied that month;
- New Service Rewards available (see below);
- Annual Bonus Reward available (see below);
- Complete Choice for Business Package subscribers may participate in the Program but are not eligible to receive the additional hunting reward.

Florida Promotion Description

New Service Rewards

Waiver of non-recurring installation charges and waiver of first month recurring charges for all new Qualifying Services ordered and installed during the term of the Agreement for customers under a 12-, 24- or 36-month term agreement. Qualifying Services are defined as: Business Lines, PBX trunks, BellSouth® MegaLink® Service, BellSouth® Centrex, BellSouth® Primary Rate ISDN, BellSouth® Frame Relay Service, Hunting/Rotary services, CrisisLink and Custom Calling features. A 12-month term agreement is required for BellSouth® Centrex, BellSouth® MegaLink® Service, BellSouth® Primary Rate ISDN and BellSouth® Frame Relay Service. A 36-month term agreement is required for BellSouth CrisisLink service with a 24- or 36-month BBWR term agreement.

Annual Bonus Reward

An Annual Bonus Target will be established for new BBWR customers. The annual target for existing BellSouth Customers will consist of ninety percent (90%) of eligible regulated monthly TBR at the time they sign the term agreement multiplied by twelve (12). New customers will provide an estimate of their annualized eligible regulated monthly billing at the time they sign the term agreement. Customers may earn up to five percent (5%), dependent on term selected, of the Annual Bonus Target established when billing is met or exceeded. If the Customer does not meet the Annual target, rewards will not be paid. Rewards shall not exceed nine thousand dollars (\$9,000) per year for a two (2) year term and fifteen thousand dollars (\$15,000) per year for a three (3) year term. Rewards will be paid in Months thirteen (13) and twenty-five (25) of a 24-month term Agreement and Months thirteen (13), twenty-five (25) and thirty-seven (37) of a 36-month term Agreement. Customer understands that their signature on the BBWR term agreement constitutes the Customer's enrollment in the BellSouth Business 3Q promotion under this term election and the applicable tariffs; the signatory must have authority to commit their company to the term election agreement.

Special Sweeteners

Customers who sign up for this program are also eligible for special sweeteners on the following optional services (these services will require a separate contract):

BellSouth® Long Distance Services provided by BellSouth® Long Distance, Inc.
BellSouth® Fast Access® Business DSL Service
BellSouth® Dedicated Internet Access (DIA)

Termination Charges

Should Customer terminate the Agreement without cause or all services with BellSouth covered by this Promotion prior to the expiration of the selected term, Customer must reimburse BellSouth for all rewards received prior to the date of such termination. These charges will appear on the Customer's final bill as a charge in the OC&C section. Payment of this charge does not release the customer from other previous amounts owed to BST. Termination charges incurred under this Promotion are in addition to any applicable termination charges pursuant to the tariff or any other agreement.

Florida
Promotion Description

Program Restrictions

- One (1) Promotion per customer
Customers participating in Key Customer, Simple Savings, Simple Solutions, BellSouth® Business Rewards Plus, BellSouth® Business Premium Rewards, BellSouth® Business Winning Rewards 2005, Welcoming Rewards, Complete Choice for Business Term Agreement, Contract Service Arrangements (Contract Service Arrangements for Installation Waiver Only and Intra-Lata Toll Pricing are allowed.) Special Assembly, Volume and Term Agreements, BellSouth® Select Program or Custom Advantage are not eligible for this promotion. Additionally, BellSouth® SMARTPath service, BellSouth® Integrated Solutions (BIS), all 911service offering are excluded from this Promotion.
- Customers currently participating under an existing BellSouth® Small Business Promotion local exchange term election agreement may migrate to this promotion without incurring any termination liability from the existing program if the Customer has twelve (12) months or less remaining under the existing term election agreement for local exchange services with BellSouth, and the Customer agrees to a term election agreement that provides for an equal or greater term and equal or greater amount of revenue under the new term agreement.
- Customers currently participating under an existing 2004 BellSouth Business Winning Rewards and BellSouth Business Premium Rewards Promotion local exchange term election agreement may migrate to this promotion without incurring any termination liability from the existing program if the Customer has six (6) months or less remaining under the existing term election agreement for local exchange services with BellSouth, and the Customer agrees to a term election agreement that provides for an equal or greater term and equal or greater amount of revenue under the new term agreement.
- Customers currently participating under an existing 2004 BellSouth Business Winning Rewards and BellSouth Business Premium Rewards Promotion are eligible for the New Service Rewards ordered and installed during the promotional time period.
- Customers exceeding three hundred thousand dollars (\$300,000) per year in annual TBR at the time of enrollment, are not eligible to participate in this promotion.

FLORIDA
ISSUED: June 16, 2005
BY: Marshall M. Criser III, President -FL
Miami, Florida

EFFECTIVE: July 1, 2005

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority	
	BellSouth's Service (DELETED)			(D)
Territory	BellSouth Business Winning Rewards 3Q2005	--Monthly Rewards will appear within one (1) to two (2) billing cycles after the term agreement has been signed and implemented unless specified otherwise in the following. Applicable taxes and fees will be based on the full retail price of all products and services that are billed. No taxes or fees will be added to the monthly reward amounts given under this promotion.	07/01/05 to 09/30/05	(N)
-- From Central Office where services are available	--BellSouth plans the following promotion that will begin July 1, 2005 and end on September 30, 2005. This promotion offers subscribers Monthly Rewards, New Service Rewards and Annual Bonus Rewards as defined herein.			(N)
	--BellSouth Business Winning Rewards (BBWR) promotion offers a waiver of certain installation and monthly recurring charges and provides monthly rewards to business customers who meet specific eligibility requirements.	--During the term of the agreement the customer will receive rewards in accordance with one (1) of the following three (3) options:		(N)
	--This promotion will be available to new or existing BellSouth customers who spend between nine hundred dollars (\$900) to three hundred thousand dollars (\$300,000) per year in eligible regulated revenue. The customer may choose from a 12, 24 or 36-month term agreement that has a monthly Customer Total Monthly Billed Revenue (TBR) commit of one of the following: seventy-five dollars (\$75), two hundred and fifty dollars (\$250), or five hundred dollars (\$500). If customer maintains monthly TBR commit amount, they will be eligible for rewards that range from five percent (5%) to fifteen percent (15%), depending on the term selected.	<u>Option A:</u> Rewards are as follows: · 12-Month Term Monthly Reward = five percent (5%) of monthly TBR (capped at \$1,250 per month) and fifty percent (50%) of Hunting charges; · 24-Month Term Monthly Reward = eight percent (8%) of monthly TBR (capped at \$2,000 per month) and seventy-five percent (75%) of Hunting charges; · 36-Month Term Monthly Reward = ten percent (10%) of monthly TBR (capped at \$2,500 per month) and one hundred percent (100%) of Hunting charges;		(N)
	--Customers exceeding three hundred thousand dollars (\$300,000) in eligible billed total regulated revenue per year, at the time of enrollment, are not eligible to participate in this promotion.	· Monthly Commit of seventy-five dollars (\$75) in monthly TBR for the term of the contract; if the monthly TBR falls below seventy-five dollars (\$75), no reward will be applied that month; · New Service Rewards available (see following).		(N)
	--This promotion is available to new and existing BellSouth business customers who meet all the eligibility requirements defined in this promotion description and who bill between seventy-five dollars (\$75) and twenty-five thousand dollars (\$25,000) in monthly TBR excluding charges identified following for BellSouth regulated services and as identified on the list of Billed Telephone Numbers on the Enrollment Form for services provided in the nine state BellSouth region. Customer Total Monthly Billed Revenue (TBR) consists of all BellSouth charges (recurring, non-recurring and usage) for regulated services, excluding those associated with hunting services, all 911 regulated services, BellSouth Integrated Solutions (BIS), SMARTPath, any other BellSouth program or promotion or CSA, taxes, late payment charges, charges billed pursuant to Federal or State Access Service Tariffs, and charges collected on behalf of municipalities (including, but not limited to surcharges for 911 service and dual party relay service).	<u>Option B:</u> Rewards are as follows: · 24-Month Term Monthly Reward = eight percent (8%) of monthly TBR (capped at \$2,000 per month) and seventy-five percent (75%) of Hunting charges; · 36-Month Term Monthly Reward = twelve percent (12%) of monthly TBR (capped at \$3,000 per month) and one hundred percent (100%) of Hunting charges; · Monthly Commit of two hundred and fifty dollars (\$250) in monthly TBR for the term of the contract; if the monthly TBR falls below two hundred and fifty dollars (\$250), no reward will be applied that month; · New Service Rewards available (see following); · Annual Bonus Reward available (see following).		(N)

FLORIDA
ISSUED: June 16, 2005
BY: Marshall M. Criser III, President -FL
Miami, Florida

EFFECTIVE: July 1, 2005

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory	(DELETED)		(D)
-- From Central	BellSouth Business Winning Rewards 3Q2005 (Cont'd)	<u>Option C:</u> Rewards are as follows:	(N)
Office where services are available	--Subscribers must sign a 12, 24 or 36- month term agreement in order to participate in this promotion.	· 24-Month Term Monthly Reward = ten percent (10%) of monthly TBR (capped at \$2,500 per month) and seventy-five percent (75%) of Hunting charges;	(N)
	--This promotion is available for resale.	· 36-Month Term Monthly Reward = fifteen percent (15%) of monthly TBR (capped at \$3,750 per month) and one hundred percent (100%) of Hunting charges;	(N)
	-- One (1) promotion per customer and location.	· Monthly Commit of five hundred dollars (\$500) in monthly TBR for the term of the contract; if the monthly TBR falls below five hundred dollars (\$500), no reward will be applied that month;	(N)
	--Qualifying Services are: 1FB's, PBX trunks, Centrex, MegaLink, Primary Rate ISDN, Frame Relay, CrisisLink, Hunting/Rotary and Custom Calling features. A minimum 12-month term agreement is required for Centrex, MegaLink, Primary Rate ISDN and Frame Relay. A minimum 36-month term agreement is required for CrisisLink with a 24 or 36-month BBWR term agreement.	· New Service Rewards available (see following);	(N)
	-- Excluded Services from eligible revenue: Hunting, SMARTPath Service, BellSouth Integrated Solutions (BIS), all 911 regulated or deregulated products & surcharges; non state tariffed charges, other fees, taxes, late payment charges, charges billed pursuant to federal or state access service, any FCC related charges will not be included in qualifying revenue under this program or entitled to rewards for the related revenues.	· Annual Bonus Reward available (see following).	(N)
	--BellSouth Complete Choice for Business package customers are not eligible to receive the hunting reward.	-- <u>New Service Rewards</u> Waiver of non-recurring installation charges and waiver of first month recurring charges for all new Qualifying Services ordered and installed during the term of the agreement for customers under a 12, 24, or 36-month term agreement. Qualifying Services are defined as: 1FB's, PBX trunks, MegaLink, Centrex, Primary Rate ISDN, Frame Relay, CrisisLink, Hunting/Rotary and Custom Calling features. A minimum 12-month term agreement is required for Centrex, MegaLink, Primary Rate ISDN and Frame Relay. A minimum 36-month CrisisLink term is required with a 24 or 36-month BBWR term agreement. Customers currently participating under an existing 2004 BellSouth Business Winning Rewards and BellSouth Business Premium Rewards Promotion are eligible for the New Service Rewards ordered and installed during the promotional time period.	(N)
	--BBWR may be combined with the following promotions:	-- <u>Annual Bonus Reward</u> An Annual Bonus Target will be established for new BBWR customers. The annual target for existing BellSouth customers will consist of ninety percent (90%) of eligible monthly billing at the time they sign the term agreement, multiplied by twelve (12); New customers will provide an estimate of their annual eligible monthly billing at the time they sign the term agreement. Customers may earn up to five percent (5%), dependent on term selected, of the Annual Bonus Target established when billing is met or exceeded.	(N)
	--BellSouth PRI Advantage (PRI Advantage and BBWR allowed for the following terms: 12 to 23-month term and 24 to 48-month term; 49 to 72-month term is excluded)	If the Customer does not meet the Annual Bonus Target, no Annual Bonus Reward will be paid. Rewards shall not exceed nine thousand dollars (\$9,000) per year for a two (2) year term and fifteen thousand dollars (\$15,000) per year for a three (3) year term. Rewards will be paid in month thirteen (13) and twenty-five (25) of a 24-term agreement and months thirteen (13), twenty-five (25) and thirty-seven (37) of a 36-month term agreement.	(N)
	--BellSouth 2T Centrex Promotion (Centrex 2T Promotion and BBWR allowed for Retention ONLY, a minimum 24-month term is required; is available until 08/31/05)		(N)
	--BellSouth MegaLink Mileage Promotion		(N)
	--Subscribers participating in a product level CSA (with the exception of a CSA for Installation Waiver Only and CSA for IntraLATA toll pricing), SSA, Volume and Term agreements, Key Customer, Simple Savings, Simple Solutions, CCFB Term Agreement, Welcoming Rewards, BellSouth Select and Custom Advantage contract are NOT eligible to participate.		(N)

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ISSUED: June 16, 2005
BY: Marshall M. Criser III, President -FL
Miami, Florida

EFFECTIVE: July 1, 2005

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory	(DELETED) BellSouth Business Winning Rewards 3Q2005 (Cont'd)		(D)
-- From Central Office where services are available	--The BellSouth Business Winning Rewards 2005 Subscriber Agreement may not be altered, modified or amended. Customer understands that their signature on the BBWR term agreement constitutes the customer's enrollment in the BBWR 3Q2005 promotion under this term election and the applicable tariffs; the signatory must have authority to commit their company to the term election agreement; any Subscriber changes have no effect.	--Customers who sign up for this promotion are also eligible for special sweeteners which include the following services: -BellSouth Long Distance Services provided by BellSouth Long Distance, Inc. -BellSouth Fast Access Business DSL Service (DSL) -BellSouth Dedicated Internet Access (DIA)	(N)
	--Contract must be signed within the promotional time period; Depending on the subscriber's billing cycle, rewards should appear within one (1) to two (2) billing cycles after contract has been signed and implemented.	The above services will require a separate contract and are optional.	(N)
	-- Should the customer terminate the agreement without cause or all services with BellSouth covered by this promotion prior to the expiration of the selected term, the customer must reimburse BellSouth for all rewards received prior to the date of such termination. These charges will appear on the customer's final bill as a charge in the OC&C section. Payment of this charge does not release the customer from other previous amounts owed to BellSouth. Termination charges incurred under this promotion are in addition to any applicable termination charges pursuant to the Tariff or any other agreement.		(N)
	--Customers currently participating under an existing BellSouth Small Business promotion local exchange term election agreement may migrate to this promotion without incurring any termination liability from the existing program if the customer has twelve (12) months or less remaining under the existing term election agreement for local exchange services with BellSouth, and the customer agrees to another BellSouth local exchange term election agreement that provides for an equal or greater term and amount of revenue under the new term agreement.		(N)
	--Customers currently participating under an existing 2004 BellSouth Business Winning Rewards and BellSouth Business Premium Rewards Promotion may migrate to this promotion without incurring any termination liability from the existing program if the customer has six (6) months or less remaining under the existing term election agreement for local exchange services with BellSouth, and the customer agrees to an equal or greater term and amount of revenue under the new term agreement.		(N)

FLORIDA
ISSUED: June 16, 2005
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Miami, Florida

EFFECTIVE: July 1, 2005

B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority	
BellSouth's Service Territory	(DELETED) BellSouth Business Winning Rewards 3Q2005		07/01/05	(D)
-- From Central Office where services are available	--BellSouth plans the following promotion that will begin July 1, 2005 and end on September 30, 2005. This promotion offers subscribers Monthly Rewards, New Service Rewards and Annual Bonus Rewards as defined herein.	--Monthly Rewards will appear within one (1) to two (2) billing cycles after the term agreement has been signed and implemented unless specified otherwise in the following. Applicable taxes and fees will be based on the full retail price of all products and services that are billed. No taxes or fees will be added to the monthly reward amounts given under this promotion.	to 09/30/05	(N)
	--BellSouth Business Winning Rewards (BBWR) promotion offers a waiver of certain installation and monthly recurring charges and provides monthly rewards to business customers who meet specific eligibility requirements.	--During the term of the agreement the customer will receive rewards in accordance with one (1) of the following three (3) options:		(N)
	--This promotion will be available to new or existing BellSouth customers who spend between nine hundred dollars (\$900) to three hundred thousand dollars (\$300,000) per year in eligible regulated revenue. The customer may choose from a 12, 24 or 36-month term agreement that has a monthly Customer Total Monthly Billed Revenue (TBR) commit of one of the following: seventy-five dollars (\$75), two hundred and fifty dollars (\$250), or five hundred dollars (\$500). If customer maintains monthly TBR commit amount, they will be eligible for rewards that range from five percent (5%) to fifteen percent (15%), depending on the term selected.	<u>Option A:</u> Rewards are as follows: · 12-Month Term Monthly Reward = five percent (5%) of monthly TBR (capped at \$1,250 per month) and fifty percent (50%) of Hunting charges; · 24-Month Term Monthly Reward = eight percent (8%) of monthly TBR (capped at \$2,000 per month) and seventy-five percent (75%) of Hunting charges; · 36-Month Term Monthly Reward = ten percent (10%) of monthly TBR (capped at \$2,500 per month) and one hundred percent (100%) of Hunting charges;		(N) (N) (N)
	--Customers exceeding three hundred thousand dollars (\$300,000) in eligible billed total regulated revenue per year, at the time of enrollment, are not eligible to participate in this promotion.	· Monthly Commit of seventy-five dollars (\$75) in monthly TBR for the term of the contract; if the monthly TBR falls below seventy-five dollars (\$75), no reward will be applied that month; · New Service Rewards available (see following).		(N) (N)
	--This promotion is available to new and existing BellSouth business customers who meet all the eligibility requirements defined in this promotion description and who bill between seventy-five dollars (\$75) and twenty-five thousand dollars (\$25,000) in monthly TBR excluding charges identified following for BellSouth regulated services and as identified on the list of Billed Telephone Numbers on the Enrollment Form for services provided in the nine state BellSouth region. Customer Total Monthly Billed Revenue (TBR) consists of all BellSouth charges (recurring, non-recurring and usage) for regulated services, excluding those associated with hunting services, all 911 regulated services, BellSouth Integrated Solutions (BIS), SMARTPath, any other BellSouth program or promotion or CSA, taxes, late payment charges, charges billed pursuant to Federal or State Access Service Tariffs, and charges collected on behalf of municipalities (including, but not limited to surcharges for 911 service and dual party relay service).	<u>Option B:</u> Rewards are as follows: · 24-Month Term Monthly Reward = eight percent (8%) of monthly TBR (capped at \$2,000 per month) and seventy-five percent (75%) of Hunting charges; · 36-Month Term Monthly Reward = twelve percent (12%) of monthly TBR (capped at \$3,000 per month) and one hundred percent (100%) of Hunting charges; · Monthly Commit of two hundred and fifty dollars (\$250) in monthly TBR for the term of the contract; if the monthly TBR falls below two hundred and fifty dollars (\$250), no reward will be applied that month; · New Service Rewards available (see following); · Annual Bonus Reward available (see following).		(N) (N) (N) (N) (N)

FLORIDA
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BY: Marshall M. Criser III, President -FL
Miami, Florida

EFFECTIVE: July 1, 2005

B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion Service	Charges Waived	Period Authority
BellSouth's Service (DELETED)		(D)
Territory		(N)
-- From Central Office where services are available		(N)
BellSouth Business Winning Rewards 3Q2005 (Cont'd)	<u>Option C:</u> Rewards are as follows:	(N)
-- Subscribers must sign a 12, 24 or 36-month term agreement in order to participate in this promotion.	· 24-Month Term Monthly Reward = ten percent (10%) of monthly TBR (capped at \$2,500 per month) and seventy-five percent (75%) of Hunting charges;	(N)
-- This promotion is available for resale.	· 36-Month Term Monthly Reward = fifteen percent (15%) of monthly TBR (capped at \$3,750 per month) and one hundred percent (100%) of Hunting charges;	(N)
-- One (1) promotion per customer and location.	· Monthly Commit of five hundred dollars (\$500) in monthly TBR for the term of the contract; if the monthly TBR falls below five hundred dollars (\$500), no reward will be applied that month;	(N)
-- Qualifying Services are: 1FB's, PBX trunks, Centrex, MegaLink, Primary Rate ISDN, Frame Relay, CrisisLink, Hunting/Rotary and Custom Calling features. A minimum 12-month term agreement is required for Centrex, MegaLink, Primary Rate ISDN and Frame Relay. A minimum 36-month term agreement is required for CrisisLink with a 24 or 36-month BBWR term agreement.	· New Service Rewards available (see following);	(N)
	· Annual Bonus Reward available (see following).	(N)
	<u>--New Service Rewards</u>	(N)
-- Excluded Services from eligible revenue: Hunting, SMARTPath Service, BellSouth Integrated Solutions (BIS), all 911 regulated or deregulated products & surcharges; non state tariffed charges, other fees, taxes, late payment charges, charges billed pursuant to federal or state access service, any FCC related charges will not be included in qualifying revenue under this program or entitled to rewards for the related revenues.	Waiver of non-recurring installation charges and waiver of first month recurring charges for all new Qualifying Services ordered and installed during the term of the agreement for customers under a 12, 24, or 36-month term agreement. Qualifying Services are defined as: 1FB's, PBX trunks, MegaLink, Centrex, Primary Rate ISDN, Frame Relay, CrisisLink, Hunting/Rotary and Custom Calling features. A minimum 12-month term agreement is required for Centrex, MegaLink, Primary Rate ISDN and Frame Relay. A minimum 36-month CrisisLink term is required with a 24 or 36-month BBWR term agreement. Customers currently participating under an existing 2004 BellSouth Business Winning Rewards and BellSouth Business Premium Rewards Promotion are eligible for the New Service Rewards ordered and installed during the promotional time period.	(N)
-- BellSouth Complete Choice for Business package customers are not eligible to receive the hunting reward.		(N)
-- BBWR may be combined with the following promotions:		(N)
-BellSouth PRI Advantage (PRI Advantage and BBWR allowed for the following terms: 12 to 23-month term and 24 to 48-month term; 49 to 72-month term is excluded)	<u>--Annual Bonus Reward</u>	(N)
-BellSouth 2T Centrex Promotion (Centrex 2T Promotion and BBWR allowed for Retention ONLY, a minimum 24-month term is required; is available until 08/31/05)	An Annual Bonus Target will be established for new BBWR customers. The annual target for existing BellSouth customers will consist of ninety percent (90%) of eligible monthly billing at the time they sign the term agreement, multiplied by twelve (12); New customers will provide an estimate of their annual eligible monthly billing at the time they sign the term agreement. Customers may earn up to five percent (5%), dependent on term selected, of the Annual Bonus Target established when billing is met or exceeded. If the Customer does not meet the Annual Bonus Target, no Annual Bonus Reward will be paid. Rewards shall not exceed nine thousand dollars (\$9,000) per year for a two (2) year term and fifteen thousand dollars (\$15,000) per year for a three (3) year term. Rewards will be paid in month thirteen (13) and twenty-five (25) of a 24-term agreement and months thirteen (13), twenty-five (25) and thirty-seven (37) of a 36-month term agreement.	(N)
-BellSouth MegaLink Mileage Promotion		(N)
--Subscribers participating in a product level CSA (with the exception of a CSA for Installation Waiver Only and CSA for IntraLATA toll pricing), SSA, Volume and Term agreements, Key Customer, Simple Savings, Simple Solutions, CCFB Term Agreement, Welcoming Rewards, BellSouth Select and Custom Advantage contract are NOT eligible to participate.		(N)

FLORIDA
ISSUED: June 16, 2005
BY: Marshall M. Criser III, President -FL
Miami, Florida

EFFECTIVE: July 1, 2005

B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory	(DELETED)		(D)
-- From Central Office where services are available	BellSouth Business Winning Rewards 3Q2005 (Cont'd)	--Customers who sign up for this promotion are also eligible for special sweeteners which include the following services:	(N)
	--The BellSouth Business Winning Rewards 2005 Subscriber Agreement may not be altered, modified or amended. Customer understands that their signature on the BBWR term agreement constitutes the customer's enrollment in the BBWR 3Q2005 promotion under this term election and the applicable tariffs; the signatory must have authority to commit their company to the term election agreement; any Subscriber changes have no effect.	-BellSouth Long Distance Services provided by BellSouth Long Distance, Inc.	(N)
	--Contract must be signed within the promotional time period; Depending on the subscriber's billing cycle, rewards should appear within one (1) to two (2) billing cycles after contract has been signed and implemented.	-BellSouth Fast Access Business DSL Service (DSL)	(N)
	-- Should the customer terminate the agreement without cause or all services with BellSouth covered by this promotion prior o the expiration of the selected term, the customer must reimburse BellSouth for all rewards received prior to the date of such termination. These charges will appear on the customer's final bill as a charge in the OC&C section. Payment of this charge does not release the customer from other previous amounts owed to BellSouth. Termination charges incurred under this promotion are in addition to any applicable termination charges pursuant to the Tariff or any other agreement.	-BellSouth Dedicated Internet Access (DIA)	(N)
	--Customers currently participating under an existing BellSouth Small Business promotion local exchange term election agreement may migrate to this promotion without incurring any termination liability from the existing program if the customer has twelve (12) months or less remaining under the existing term election agreement for local exchange services with BellSouth, and the customer agrees to another BellSouth local exchange term election agreement that provides for an equal or greater term and amount of revenue under the new term agreement.	The above services will require a separate contract and are optional.	(N)
	--Customers currently participating under an existing 2004 BellSouth Business Winning Rewards and BellSouth Business Premium Rewards Promotion may migrate to this promotion without incurring any termination liability from the existing program if the customer has six (6) months or less remaining under the existing term election agreement for local exchange services with BellSouth, and the customer agrees to an equal or greater term and amount of revenue under the new term agreement.		(N)

ISSUED: ~~December 17, 2004~~ June 16, 2005
BY: ~~Joseph P. Lacher~~ Marshall M. Criser III, President-FL
Miami, Florida

EFFECTIVE: ~~January 3, 2005~~ July 1, 2005

BellSouth Business Winning Rewards 3Q2005 --Monthly Rewards will appear within one 07/01/05 (N)
(1) to two (2) billing cycles after the term to
--BellSouth plans the following promotion that agreement has been signed and 09/30/05 (N)
will begin July 1, 2005 and end on September implemented unless specified otherwise in
30, 2005. This promotion offers subscribers the following. Applicable taxes and fees
Monthly Rewards, New Service Rewards and will be based on the full retail price of all
Annual Bonus Rewards as defined herein. products and services that are billed. No
taxes or fees will be added to the monthly
--BellSouth Business Winning Rewards reward amounts given under this (N)
(BBWR) promotion offers a waiver of certain promotion.
installation and monthly recurring charges and --During the term of the agreement the (N)
provides monthly rewards to business customer will receive rewards in
customers who meet specific eligibility accordance with one (1) of the following
requirements. three (3) options:
--This promotion will be available to new or (N)
existing BellSouth customers who spend (N)
between nine hundred dollars (\$900) to three (N)
hundred thousand dollars (\$300,000) per year
in eligible regulated revenue. The customer
may choose from a 12, 24 or 36-month term
agreement that has a monthly Customer Total
Monthly Billed Revenue (TBR) commit of one
of the following: seventy-five dollars (\$75),
two hundred and fifty dollars (\$250), or five
hundred dollars (\$500). If customer maintains (N)
monthly TBR commit amount, they will be
eligible for rewards that range from five
percent (5%) to fifteen percent (15%),
depending on the term selected.
--Customers exceeding three hundred thousand (N)
dollars (\$300,000) in eligible billed total
regulated revenue per year, at the time of
enrollment, are not eligible to participate in
this promotion. : New Service Rewards available (see (N)
following).
--This promotion is available to new and (N)
existing BellSouth business customers who
meet all the eligibility requirements defined in
this promotion description and who bill
between seventy-five dollars (\$75) and twenty- (N)
five thousand dollars (\$25,000) in monthly
TBR excluding charges identified following
for BellSouth regulated services and as
identified on the list of Billed Telephone
Numbers on the Enrollment Form for services
provided in the nine state BellSouth region. (N)
Customer Total Monthly Billed Revenue
(TBR) consists of all BellSouth charges
(recurring, non-recurring and usage) for
regulated services, excluding those associated
with hunting services, all 911 regulated
services, BellSouth Integrated Solutions (BIS),
SMARTPath, any other BellSouth program or
promotion or CSA, taxes, late payment
charges, charges billed pursuant to Federal or
State Access Service Tariffs, and charges
Option A: Rewards are as follows: (N)
: 12-Month Term Monthly Reward = five (N)
percent (5%) of monthly TBR (capped at
\$1,250 per month) and fifty percent (50%)
of Hunting charges; : 24-Month Term Monthly Reward = eight (N)
percent (8%) of monthly TBR (capped at
\$2,000 per month) and seventy-five
percent (75%) of Hunting charges; : 36-Month Term Monthly Reward = ten (N)
percent (10%) of monthly TBR (capped at
\$2,500 per month) and one hundred
percent (100%) of Hunting charges;
: Monthly Commit of seventy-five dollars
(\$75) in monthly TBR for the term of the
contract; if the monthly TBR falls below
seventy-five dollars (\$75), no reward will
be applied that month; : New Service Rewards available (see (N)
following).
Option B: Rewards are as follows: (N)
: 24-Month Term Monthly Reward = eight (N)
percent (8%) of monthly TBR (capped at
\$2,000 per month) and seventy-five
percent (75%) of Hunting charges; : 36-Month Term Monthly Reward = (N)
twelve percent (12%) of monthly TBR
(capped at \$3,000 per month) and one
hundred percent (100%) of Hunting
charges; : Monthly Commit of two hundred and (N)
fifty dollars (\$250) in monthly TBR for the
term of the contract; if the monthly TBR
falls below two hundred and fifty dollars
(\$250), no reward will be applied that
month; : New Service Rewards available (see (N)
following);
: Annual Bonus Reward available (see (N)
following).

Material appearing on this page previously appeared on page(s) 35.5.17 of this section.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

BELLSOUTH
TELECOMMUNICATIONS, INC.

GENERAL SUBSCRIBER SERVICE TARIFF

~~Third~~Fourth Revised Page 35.5.16
Cancels ~~Second~~Third Revised Page 35.5.16

ISSUED: ~~December 17, 2004~~ June 16, 2005

EFFECTIVE: ~~January 3, 2005~~ July 1, 2005

BY: ~~Joseph P. Lacher~~ Marshall M. Criser III, President-FL
Miami, Florida

collected on behalf of municipalities
(including, but not limited to surcharges for
911 service and dual party relay service).

~~Material appearing on this page previously appeared on page(s) 35.5.17 of this section.~~

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BY: ~~Joseph P. Lacher~~ Marshall M. Criser III, President-FL
Miami, Florida

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory -- From Central Office where services are available	(DELETED) BellSouth Business Winning Rewards 2005 (Cont'd)	Growth Awards—This Promotion provides for Growth Awards for customers on either a twenty-four (24) or thirty-six (36) month term agreement. These customers are eligible for a Growth Award that is equivalent to the increase in new qualifying services ordered, installed and remaining in service as outlined below:	(D)(N)
	—Unless otherwise specified, BellSouth will not combine this promotion with any other promotion, program or Contract Service Arrangement offered by BellSouth including <i>Complete Choice for Business, Special Assembly</i>, Volume and Term agreements, BellSouth Custom Advantage program, BellSouth Business Rewards Plus, Key Customer, Simple Solutions, Welcoming Rewards, BellSouth Select Program or Simple Savings. <i>BellSouth Smart Path service, BellSouth Integrated Services (BIS) and all 911 service offerings are excluded from this Promotion. This Promotion may be combined with the following Promotions: BellSouth PRI Advantage (allowed for 12-23 month term and 24-48 month term; 49-72 month term excluded); BellSouth 1st Quarter 2005 Centrex Promotion (allowed for Retention Only, a minimum 24 month agreement is required); and BellSouth MegaLink Mileage Improvement Promotion.</i>	—Twenty-four (24) Month Term—this award is calculated after the twelfth month is completed. The award is the amount equal to one (1) month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twelve (12). The award will be applied to one (1) account number within thirty (30) to sixty (60) days of completion of the twelve (12) month review. Maximum of one (1) Growth Award for a twenty-four (24) month term agreement. The Growth Award will not exceed twenty-five thousand dollars (\$25,000).	(N)
	—This promotion is only available to customers where BellSouth offers service and facilities are available.	—Thirty six (36) Month Term—these awards are calculated after the twelfth and twenty-fourth months of the term agreement have been completed. The first award is calculated after the twelfth month is completed. The award is the amount equal to one (1) month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twelve (12). The award will be applied to one account number within thirty (30) to sixty (60) days of completion of the twelve (12) month review. In addition to the first award, the customer is eligible for a second award. This award is calculated after the twenty-fourth month is completed. The award is the amount equal to one (1) month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twenty-four (24). The award will be applied to one (1) account number within thirty (30) to sixty (60) days of completion of the twenty-four (24) month review. Maximum of two (2) Growth Awards for a thirty-six (36) month contract. The total of both Growth Awards will not exceed twenty-five thousand dollars (\$25,000).	(N)
	—Applicable taxes and fees will be based on the full retail price of all products and services. No taxes or fees will be added to the amount of any reward under this program.		
	—There is a limit of one promotion for the same account, at the same address, and in the same name.		
	—Existing contracts may not be re-negotiated in order to receive this promotion <i>except as otherwise stated in this Tariff</i>.		(E)
	—BellSouth reserves the right to modify or terminate this promotion at any time. Notice of such changes to participants will be included in standard promotion communications, including but not limited to letters, emails, or faxes.		

Material previously appearing on this page now appears on page(s) 35.5.16 of this section.

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ISSUED: ~~December 17, 2004~~ June 16, 2005

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BY: ~~Joseph P. Lacher~~ Marshall M. Criser III, President-FL
Miami, Florida

BellSouth Business Winning Rewards 3Q2005
(Cont'd)

--Subscribers must sign a 12, 24 or 36- month term agreement in order to participate in this promotion.

--This promotion is available for resale.

-- One (1) promotion per customer and location.

--Qualifying Services are: 1FB's, PBX trunks, Centrex, MegaLink, Primary Rate ISDN, Frame Relay, CrisisLink, Hunting/Rotary and Custom Calling features. A minimum 12-month term agreement is required for Centrex, MegaLink, Primary Rate ISDN and Frame Relay. A minimum 36-month term agreement is required for CrisisLink with a 24 or 36-month BBWR term agreement.

-- Excluded Services from eligible revenue: Hunting, SMARTPath Service, BellSouth Integrated Solutions (BIS), all 911 regulated or deregulated products & surcharges; non state tariffed charges, other fees, taxes, late payment charges, charges billed pursuant to federal or state access service, any FCC related charges will not be included in qualifying revenue under this program or entitled to rewards for the related revenues.

--BellSouth Complete Choice for Business package customers are not eligible to receive the hunting reward.

--BBWR may be combined with the following promotions:

-BellSouth PRI Advantage (PRI Advantage and BBWR allowed for the following terms: 12 to 23-month term and 24 to 48-month term; 49 to 72-month term is excluded)

-BellSouth 2T Centrex Promotion (Centrex 2T Promotion and BBWR allowed for Retention ONLY, a minimum 24-month term is required; is available until 08/31/05)

-BellSouth MegaLink Mileage Promotion

--Subscribers participating in a product level CSA (with the exception of a CSA for Installation Waiver Only and CSA for IntraLATA toll pricing), SSA, Volume and Term agreements, Key Customer, Simple Savings, Simple Solutions, CCFB Term Agreement, Welcoming Rewards, BellSouth Select and Custom Advantage contract are NOT eligible to participate.

Option C: Rewards are as follows:

· 24-Month Term Monthly Reward = ten percent (10%) of monthly TBR (capped at \$2,500 per

month) and seventy-five percent (75%) of Hunting charges;

· 36-Month Term Monthly Reward = fifteen percent (15%) of monthly TBR (capped at \$3,750 per month) and one hundred percent (100%) of Hunting charges;

· Monthly Commit of five hundred dollars (\$500) in monthly TBR for the term of the contract; if the monthly TBR falls below five

hundred dollars (\$500), no reward will be applied that month;

· New Service Rewards available (see following);

· Annual Bonus Reward available (see following).

--New Service Rewards

Waiver of non-recurring installation charges and waiver of first month recurring charges for all new Qualifying Services ordered and installed during the term of the agreement for customers under a 12, 24, or 36-month term agreement. Qualifying Services are defined as: 1FB's, PBX trunks, MegaLink, Centrex, Primary Rate ISDN, Frame Relay, CrisisLink, Hunting/Rotary and Custom Calling features. A minimum 12-

month term agreement is required for Centrex, MegaLink, Primary Rate ISDN and Frame Relay. A minimum 36-month CrisisLink term is required with a 24 or 36-month BBWR term agreement. Customers currently participating under an existing 2004 BellSouth Business Winning Rewards and BellSouth Business Premium Rewards Promotion are eligible for the New Service Rewards ordered and installed during the promotional time period.

--Annual Bonus Reward

An Annual Bonus Target will be established for new BBWR customers. The annual target for existing BellSouth customers will consist of ninety percent (90%) of eligible monthly billing at the time they sign the term agreement,

multiplied by twelve (12); New customers will provide an estimate of their annual eligible monthly billing at the time they sign the term agreement. Customers may earn up to five percent (5%), dependent on term selected, of the Annual Bonus Target established when billing is met or exceeded. If the Customer does not meet the Annual Bonus Target, no Annual Bonus Reward will be paid. Rewards shall not exceed nine thousand dollars (\$9,000) per year for a two (2) year term and fifteen thousand dollars (\$15,000) per year for a three (3) year

Material previously appearing on this page now appears on page(s) 35.5.16 of this section.

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BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

~~Second- Third~~ Revised Page 35.5.17
Cancels ~~First-Second~~ Revised Page 35.5.17

ISSUED: ~~December 17, 2004~~ June 16, 2005

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BY: ~~Joseph P. Lacher~~ Marshall M. Criser III, President-FL
Miami, Florida

term. Rewards will be paid in month thirteen (13) and twenty-five (25) of a 24-term agreement and months thirteen (13), twenty-five (25) and thirty-seven (37) of a 36-month term agreement.

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ISSUED: ~~December 17, 2004~~ June 16, 2005

EFFECTIVE: ~~January 3, 2005~~ July 1, 2005

BY: ~~Joseph P. Lacher~~ Marshall M. Criser III, President-FL
Miami, Florida

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory -- From Central Office where services are available	(DELETED) BellSouth Business Winning Rewards 2005 (Cont'd) -- Should the subscriber terminate the agreement without cause or all services with BellSouth covered by this Promotion prior to the expiration of the selected term, the subscriber shall reimburse BellSouth for all rewards received prior to the date of such termination. This charge will appear on the subscriber's final bill as a charge in the Other Charges & Credits section. No termination charge shall apply provided the subscriber maintains cumulative monthly spending of seventy-five dollars (\$75) for all BellSouth services provided by BellSouth to the subscriber in the program. Termination charges incurred under this Promotion are in addition to any applicable termination charges pursuant to the Tariff or any other agreement.		(D)(C) (C)
	BellSouth Business Winning Rewards 3Q2005 (Cont'd)		(N)
	--The BellSouth Business Winning Rewards 2005 Subscriber Agreement may not be altered, modified or amended. Customer understands that their signature on the BBWR term agreement constitutes the customer's enrollment in the BBWR 3Q2005 promotion under this term election and the applicable tariffs; the signatory must have authority to commit their company to the term election agreement; any Subscriber changes have no effect.	--Customers who sign up for this promotion are also eligible for special sweeteners which include the following services: -BellSouth Long Distance Services provided by BellSouth Long Distance, Inc. -BellSouth Fast Access Business DSL Service (DSL) -BellSouth Dedicated Internet Access (DIA)	(N) (N) (N) (N)
	--Contract must be signed within the promotional time period; Depending on the subscriber's billing cycle, rewards should appear within one (1) to two (2) billing cycles after contract has been signed and implemented.		(N) (N)
	-- Should the customer terminate the agreement without cause or all services with BellSouth covered by this promotion prior to the expiration of the selected term, the customer must reimburse BellSouth for all rewards received prior to the date of such termination. These charges will appear on the customer's final bill as a charge in the OC&C section. Payment of this charge does not release the customer from other previous amounts owed to BellSouth. Termination charges incurred under this promotion are in addition to any applicable termination charges pursuant to the Tariff or any other agreement.	The above services will require a separate contract and are optional.	(N)

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

ISSUED: ~~December 17, 2004~~ June 16, 2005

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GENERAL SUBSCRIBER SERVICE TARIFF

~~First~~ Second Revised Page 35.5.18
Cancels ~~Original~~ First Revised Page 35.5.18

EFFECTIVE: ~~January 3, 2005~~ July 1, 2005

--Customers currently participating under an existing BellSouth Small Business promotion local exchange term election agreement may migrate to this promotion without incurring any termination liability from the existing program if the customer has twelve (12) months or less remaining under the existing term election agreement for local exchange services with BellSouth, and the customer agrees to another BellSouth local exchange term election agreement that provides for an equal or greater term and amount of revenue under the new term agreement.

(N)

--Customers currently participating under an existing 2004 BellSouth Business Winning Rewards and BellSouth Business Premium Rewards Promotion may migrate to this promotion without incurring any termination liability from the existing program if the customer has six (6) months or less remaining under the existing term election agreement for local exchange services with BellSouth, and the customer agrees to an equal or greater term and amount of revenue under the new term agreement.

(N)

FLORIDA

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B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority	
BellSouth's Service Territory -- From Central Office where services are available	(DELETED) BellSouth Business Winning Rewards 2005	Monthly Rewards During the term of the agreement, the customer will receive Monthly Rewards (bill credits) equal to the appropriate percentage of the total billed charges for eligible regulated services as follows:	01/03/05 to 06/30/05	(D)(N)
	BellSouth plans the following promotion that will begin January 3, 2005 and end on June 30, 2005. This promotion offers subscribers Monthly Rewards, New Service Rewards and Growth Awards as defined herein. Services included in this promotion are: 1FB, PBX Trunks, BellSouth Centrex service, BellSouth MegaLink service, BellSouth Primary Rate ISDN service, BellSouth Frame Relay service, Hunting, Custom Calling Features.	Twelve (12) month term: -- five percent (5%) of eligible TBR not to exceed one thousand, two hundred and fifty dollars (\$1,250) monthly -- Fifty percent (50%) off Hunting		(N)
	This promotion is available to new and existing business customers who meet all the eligibility requirements defined in this promotion description and who bill between seventy-five dollars (\$75) and twenty-five thousand dollars (\$25,000) in total monthly billed revenue excluding charges identified following. Customer Total Monthly Billed Revenue (TBR) consists of all BellSouth charges (recurring, non-recurring and usage) for regulated services, excluding those associated with hunting services, all 911 regulated services, any other BellSouth program or promotion or CSA, taxes, late payment charges, charges billed pursuant to Federal or State Access Service Tariffs, and charges collected on behalf of municipalities (including, but not limited to surcharges for 911 service and dual party relay service). Customer's monthly billed revenue must total seventy-five dollars (\$75) or more in any given month to be eligible for this Promotion.	Twenty-four (24) month term: -- ten percent (10%) of eligible TBR not to exceed two thousand, five hundred dollars (\$2,500) monthly -- Seventy-five percent (75%) off Hunting		(N)
	Subscribers must sign a 12, 24 or 36 month term agreement in order to participate in this promotion.	Thirty-six (36) month term: -- fifteen percent (15%) of eligible TBR not to exceed three thousand, seven hundred and fifty dollars (\$3,750) monthly -- One hundred percent (100%) off Hunting		(N)
	This promotion is available for resale.	New Service Rewards During the term of the agreement, the customer will receive the following New Service Rewards for all new regulated qualifying services (services included in the promotion) ordered and installed during the term of the agreement:		(N)
	Promotion rewards will appear as a credit in the Other Charges & Credits section of the Subscriber's bill in a subsequent billing period, usually within one (1) to two (2) billing cycles.	waiver of the regulated non-recurring installation charges -- waiver of the first month recurring charges		(N)
		Existing BellSouth Business Winning Rewards (2004 Promotion) and BellSouth Premium Rewards customers are eligible for these new service rewards only for qualifying services added during this promotional period. These customers are eligible to migrate to this Promotion if they have completed at least 12 months under the current term agreement and the revenue and length associated with the new term agreement is equal to or greater than the current term agreement.		(N)
				(N)
				(N)
				(N)

ISSUED: ~~December 17, 2004~~ June 16, 2005

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<u>BellSouth Business Winning Rewards 3Q2005</u>	--Monthly Rewards will appear within one (1) to two (2) billing cycles after the term agreement has been signed and implemented unless specified otherwise in the following. Applicable taxes and fees will be based on the full retail price of all products and services that are billed. No taxes or fees will be added to the monthly reward amounts given under this promotion.	07/01/05 to 09/30/05	(N)
<u>--BellSouth plans the following promotion that will begin July 1, 2005 and end on September 30, 2005. This promotion offers subscribers Monthly Rewards, New Service Rewards and Annual Bonus Rewards as defined herein.</u>			(N)
<u>--BellSouth Business Winning Rewards (BBWR) promotion offers a waiver of certain installation and monthly recurring charges and provides monthly rewards to business customers who meet specific eligibility requirements.</u>	--During the term of the agreement the customer will receive rewards in accordance with one (1) of the following three (3) options:		(N)
<u>--This promotion will be available to new or existing BellSouth customers who spend between nine hundred dollars (\$900) to three hundred thousand dollars (\$300,000) per year in eligible regulated revenue. The customer may choose from a 12, 24 or 36-month term agreement that has a monthly Customer Total Monthly Billed Revenue (TBR) commit of one of the following: seventy-five dollars (\$75), two hundred and fifty dollars (\$250), or five hundred dollars (\$500). If customer maintains monthly TBR commit amount, they will be eligible for rewards that range from five percent (5%) to fifteen percent (15%), depending on the term selected.</u>	Option A: Rewards are as follows: · 12-Month Term Monthly Reward = five percent (5%) of monthly TBR (capped at \$1,250 per month) and fifty percent (50%) of Hunting charges; · 24-Month Term Monthly Reward = eight percent (8%) of monthly TBR (capped at \$2,000 per month) and seventy-five percent (75%) of Hunting charges; · 36-Month Term Monthly Reward = ten percent (10%) of monthly TBR (capped at \$2,500 per month) and one hundred percent (100%) of Hunting charges; · Monthly Commit of seventy-five dollars (\$75) in monthly TBR for the term of the contract; if the monthly TBR falls below seventy-five dollars (\$75), no reward will be applied that month; · New Service Rewards available (see following).		(N) (N) (N) (N) (N) (N) (N)
<u>--Customers exceeding three hundred thousand dollars (\$300,000) in eligible billed total regulated revenue per year, at the time of enrollment, are not eligible to participate in this promotion.</u>			(N)
<u>--This promotion is available to new and existing BellSouth business customers who meet all the eligibility requirements defined in this promotion description and who bill between seventy-five dollars (\$75) and twenty-five thousand dollars (\$25,000) in monthly TBR excluding charges identified following for BellSouth regulated services and as identified on the list of Billed Telephone Numbers on the Enrollment Form for services provided in the nine state BellSouth region. Customer Total Monthly Billed Revenue (TBR) consists of all BellSouth charges (recurring, non-recurring and usage) for regulated services, excluding those associated with hunting services, all 911 regulated services, BellSouth Integrated Solutions (BIS), SMARTPath, any other BellSouth program or promotion or CSA, taxes, late payment charges, charges billed pursuant to Federal or State Access Service Tariffs, and charges collected on behalf of municipalities</u>	Option B: Rewards are as follows: · 24-Month Term Monthly Reward = eight percent (8%) of monthly TBR (capped at \$2,000 per month) and seventy-five percent (75%) of Hunting charges; · 36-Month Term Monthly Reward = twelve percent (12%) of monthly TBR (capped at \$3,000 per month) and one hundred percent (100%) of Hunting charges; · Monthly Commit of two hundred and fifty dollars (\$250) in monthly TBR for the term of the contract; if the monthly TBR falls below two hundred and fifty dollars (\$250), no reward will be applied that month; · New Service Rewards available (see following); · Annual Bonus Reward available (see following).		(N) (N) (N) (N) (N) (N)

BELLSOUTH
TELECOMMUNICATIONS, INC.

PRIVATE LINE SERVICES TARIFF

~~Original~~ First Revised Page 71.74
Cancels Original Page 71.74

FLORIDA

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Miami, Florida

(including, but not limited to surcharges for
911 service and dual party relay service).

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Miami, Florida

B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory -- From Central Office where services are available	(DELETED) BellSouth Business Winning Rewards 2005 (Cont'd)	Growth Awards This Promotion provides for Growth Awards for customers on either a twenty-four (24) or thirty-six (36) month term agreement. These customers are eligible for a Growth Award that is equivalent to the increase in new qualifying services ordered, installed and remaining in service as outlined below:	(D)(N)
	-- Unless otherwise specified, BellSouth will not combine this promotion with any other promotion, program or Contract Service Arrangement offered by BellSouth including Complete Choice for Business, Special Assembly, Volume and Term agreements, BellSouth Custom Advantage program, BellSouth Business Rewards Plus, Key Customer, Simple Solutions, Welcoming Rewards, BellSouth Select Program or Simple Savings. BellSouth Smart Path service, BellSouth Integrated Services (BIS) and all 911 service offerings are excluded from this Promotion. This Promotion may be combined with the following Promotions: BellSouth PRI Advantage (allowed for 12-23 month term and 24-48 month term; 49-72 month term excluded); BellSouth 1 st Quarter 2005 Centrex Promotion (allowed for Retention Only, a minimum 24 month agreement is required); and BellSouth MegaLink Mileage Improvement Promotion.	-- Twenty-four (24) Month Term this award is calculated after the twelfth month is completed. The award is the amount equal to one (1) month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twelve (12). The award will be applied to one (1) account number within thirty (30) to sixty (60) days of completion of the twelve (12) month review. Maximum of one (1) Growth Award for a twenty-four (24) month term agreement. The Growth Award will not exceed twenty-five thousand dollars (\$25,000).	(N)
	-- This promotion is only available to customers where BellSouth offers service and facilities are available.	-- Thirty-six (36) Month Term these awards are calculated after the twelfth and twenty-fourth months of the term agreement have been completed. The first award is calculated after the twelfth month is completed. The award is the amount equal to one (1) month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twelve (12). The award will be applied to one account number within thirty (30) to sixty (60) days of completion of the twelve (12) month review. In addition to the first award, the customer is eligible for a second award. This award is calculated after the twenty-fourth month is completed. The award is the amount equal to one (1) month of all new qualifying services monthly recurring charges that have been installed since the enrollment date and measured in month twenty-four (24). The award will be applied to one (1) account number within thirty (30) to sixty (60) days of completion of the twenty-four (24) month review. Maximum of two (2) Growth Awards for a thirty-six (36) month contract. The total of both Growth Awards will not exceed twenty-five thousand dollars (\$25,000).	(N)
	-- Applicable taxes and fees will be based on the full retail price of all products and services. No taxes or fees will be added to the amount of any reward under this program.		(N)
	-- There is a limit of one promotion for the same account, at the same address, and in the same name.		(N)
	-- Existing contracts may not be re-negotiated in order to receive this promotion except as otherwise stated in this Tariff.		(N)
	-- BellSouth reserves the right to modify or terminate this promotion at any time. Notice of such changes to participants will be included in standard promotion communications, including but not limited to letters, emails, or faxes.		(N)

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<u>BellSouth Business Winning Rewards 3Q2005</u>	<u>Option C: Rewards are as follows:</u>	(N)
(Cont'd)	<u>· 24-Month Term Monthly Reward = ten percent</u>	(N)
<u>--Subscribers must sign a 12, 24 or 36- month term</u>	<u>(10%) of monthly TBR (capped at \$2,500 per</u>	(N)
<u>agreement in order to participate in this promotion.</u>	<u>month) and seventy-five percent (75%) of</u>	(N)
	<u>Hunting charges;</u>	(N)
<u>--This promotion is available for resale.</u>	<u>· 36-Month Term Monthly Reward = fifteen</u>	(N)
	<u>percent (15%) of monthly TBR (capped at</u>	(N)
	<u>\$3,750 per month) and one hundred percent</u>	(N)
<u>-- One (1) promotion per customer and location.</u>	<u>(100%) of Hunting charges;</u>	(N)
	<u>· Monthly Commit of five hundred dollars</u>	(N)
<u>--Qualifying Services are: 1FB's, PBX trunks,</u>	<u>(\$500) in monthly TBR for the term of the</u>	(N)
<u>Centrex, MegaLink, Primary Rate ISDN, Frame</u>	<u>contract; if the monthly TBR falls below five</u>	(N)
<u>Relay, CrisisLink, Hunting/Rotary and Custom</u>	<u>hundred dollars (\$500), no reward will be</u>	(N)
<u>Calling features. A minimum 12-month term</u>	<u>applied that month;</u>	(N)
<u>agreement is required for Centrex, MegaLink,</u>	<u>· New Service Rewards available (see</u>	(N)
<u>Primary Rate ISDN and Frame Relay. A minimum</u>	<u>following);</u>	(N)
<u>36-month term agreement is required for CrisisLink</u>	<u>· Annual Bonus Reward available (see</u>	(N)
<u>with a 24 or 36-month BBWR term agreement.</u>	<u>following).</u>	(N)
	<u>--New Service Rewards</u>	(N)
<u>-- Excluded Services from eligible revenue:</u>	<u>Waiver of non-recurring installation charges and</u>	(N)
<u>Hunting, SMARTPath Service, BellSouth Integrated</u>	<u>waiver of first month recurring charges for all</u>	(N)
<u>Solutions (BIS), all 911 regulated or deregulated</u>	<u>new Qualifying Services ordered and installed</u>	(N)
<u>products & surcharges; non state tariffed charges,</u>	<u>during the term of the agreement for customers</u>	(N)
<u>other fees, taxes, late payment charges, charges</u>	<u>under a 12, 24, or 36-month term agreement.</u>	(N)
<u>billed pursuant to federal or state access service, any</u>	<u>Qualifying Services are defined as: 1FB's, PBX</u>	(N)
<u>FCC related charges will not be included in</u>	<u>trunks, MegaLink , Centrex, Primary Rate</u>	(N)
<u>qualifying revenue under this program or entitled to</u>	<u>ISDN, Frame Relay, CrisisLink, Hunting/Rotary</u>	(N)
<u>rewards for the related revenues.</u>	<u>and Custom Calling features. A minimum 12-</u>	(N)
	<u>month term agreement is required for Centrex,</u>	(N)
<u>--BellSouth Complete Choice for Business package</u>	<u>MegaLink, Primary Rate ISDN and Frame</u>	(N)
<u>customers are not eligible to receive the hunting</u>	<u>Relay. A minimum 36-month CrisisLink term is</u>	(N)
<u>reward.</u>	<u>required with a 24 or 36-month BBWR term</u>	(N)
	<u>agreement. Customers currently participating</u>	(N)
<u>--BBWR may be combined with the following</u>	<u>under an existing 2004 BellSouth Business</u>	(N)
<u>promotions:</u>	<u>Winning Rewards and BellSouth Business</u>	(N)
<u>-BellSouth PRI Advantage (PRI Advantage and</u>	<u>Premium Rewards Promotion are eligible for the</u>	(N)
<u>BBWR allowed for the following terms: 12 to 23-</u>	<u>New Service Rewards ordered and installed</u>	(N)
<u>month term and 24 to 48-month term; 49 to 72-</u>	<u>during the promotional time period.</u>	(N)
<u>month term is excluded)</u>		(N)
<u>-BellSouth 2T Centrex Promotion (Centrex 2T</u>	<u>--Annual Bonus Reward</u>	(N)
<u>Promotion and BBWR allowed for Retention</u>	<u>An Annual Bonus Target will be established for</u>	(N)
<u>ONLY, a minimum 24-month term is required; is</u>	<u>new BBWR customers. The annual target for</u>	(N)
<u>available until 08/31/05)</u>	<u>existing BellSouth customers will consist of</u>	(N)
<u>-BellSouth MegaLink Mileage Promotion</u>	<u>ninety percent (90%) of eligible monthly billing</u>	(N)
	<u>at the time they sign the term agreement,</u>	(N)
<u>--Subscribers participating in a product level CSA</u>	<u>multiplied by twelve (12); New customers will</u>	(N)
<u>(with the exception of a CSA for Installation Waiver</u>	<u>provide an estimate of their annual eligible</u>	(N)
<u>Only and CSA for IntraLATA toll pricing), SSA,</u>	<u>monthly billing at the time they sign the term</u>	(N)
<u>Volume and Term agreements, Key Customer,</u>	<u>agreement. Customers may earn up to five</u>	(N)
<u>Simple Savings, Simple Solutions, CCFB Term</u>	<u>percent (5%), dependent on term selected, of</u>	(N)
<u>Agreement, Welcoming Rewards, BellSouth Select</u>	<u>the Annual Bonus Target established when</u>	(N)
<u>and Custom Advantage contract are NOT eligible to</u>	<u>billing is met or exceeded. If the Customer does</u>	(N)
<u>participate.</u>	<u>not meet the Annual Bonus Target, no Annual</u>	(N)
	<u>Bonus Reward will be paid. Rewards shall not</u>	(N)
	<u>exceed nine thousand dollars (\$9,000) per year</u>	(N)
	<u>for a two (2) year term and fifteen thousand</u>	(N)
	<u>dollars (\$15,000) per year for a three (3) year</u>	(N)
	<u>term. Rewards will be paid in month thirteen</u>	(N)
	<u>(13) and twenty-five (25) of a 24-term</u>	(N)

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agreement and months thirteen (13), twenty-five
(25) and thirty-seven (37) of a 36-month term
agreement.

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B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory	(DELETED) BellSouth Business Winning Rewards 2005 (Cont'd)		(D)(N)
-- From Central Office where services are available	--Should the subscriber terminate the agreement without cause or all services with BellSouth covered by this Promotion prior to the expiration of the selected term, the subscriber shall reimburse BellSouth for all rewards received prior to the date of such termination. This charge will appear on the subscriber's final bill as a charge in the Other Charges & Credits section. No termination charge shall apply provided the subscriber maintains cumulative monthly spending of seventy five dollars (\$75) for all BellSouth services provided by BellSouth to the subscriber in the program. Termination charges incurred under this Promotion are in addition to any applicable termination charges pursuant to the Tariff or any other agreement.		(N)
	<u>BellSouth Business Winning Rewards 3Q2005 (Cont'd)</u>		(N)
	--The BellSouth Business Winning Rewards 2005 Subscriber Agreement may not be altered, modified or amended. Customer understands that their signature on the BBWR term agreement constitutes the customer's enrollment in the BBWR 3Q2005 promotion under this term election and the applicable tariffs; the signatory must have authority to commit their company to the term election agreement; any Subscriber changes have no effect.	<u>--Customers who sign up for this promotion are also eligible for special sweeteners which include the following services:</u>	(N)
	--Contract must be signed within the promotional time period; Depending on the subscriber's billing cycle, rewards should appear within one (1) to two (2) billing cycles after contract has been signed and implemented.	<u>-BellSouth Long Distance Services provided by BellSouth Long Distance, Inc.</u>	(N)
	-- Should the customer terminate the agreement without cause or all services with BellSouth covered by this promotion prior to the expiration of the selected term, the customer must reimburse BellSouth for all rewards received prior to the date of such termination. These charges will appear on the customer's final bill as a charge in the OC&C section. Payment of this charge does not release the customer from other previous amounts owed to BellSouth. Termination charges incurred under this promotion are in addition to any applicable termination charges pursuant to the Tariff or any other agreement.	<u>-BellSouth Fast Access Business DSL Service (DSL)</u>	(N)
		<u>-BellSouth Dedicated Internet Access (DIA)</u>	(N)
		<u>The above services will require a separate contract and are optional.</u>	(N)
	--Customers currently participating under an existing BellSouth Small Business promotion local exchange term election agreement may migrate to this promotion without incurring any termination liability from the existing program if the customer has twelve (12) months or less remaining under the existing term election agreement for local		(N)

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exchange services with BellSouth, and the customer agrees to another BellSouth local exchange term election agreement that provides for an equal or greater term and amount of revenue under the new term agreement.

--Customers currently participating under an existing 2004 BellSouth Business Winning Rewards and BellSouth Business Premium Rewards Promotion may migrate to this promotion without incurring any termination liability from the existing program if the customer has six (6) months or less remaining under the existing term election agreement for local exchange services with BellSouth, and the customer agrees to an equal or greater term and amount of revenue under the new term agreement.

(N)