BellSouth Telecommunications, Inc. 150 South Monroe Street Suite 400 Tallahassee, Florida 32301

marshall.criser@bellsouth.com

Marshall M. Criser III Vice-President Regulatory & External Affairs

(850) 224-7798 Fax (850) 224-5073

February 22, 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 TariffSection A2- First Revised Page 32.5- Third Revised Page 32.6Private Line Services TariffSection B2- Second Revised Page 71.9- Second Revised Page 71.10

The purpose of this filing is to provide for the BellSouth^R Renewal Incentive Program Special Promotion. The Promotion will begin March 9, 2005 and end December 31, 2005.

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

Your consideration and approval will be appreciated.

Yours very truly,

Marshall M. Criser III (mrs)

Regulatory Vice President Attachments

Florida Promotion Description

BellSouth^R Renewal Incentive Program

OVERVIEW OF PROMOTION

BellSouth plans to offer the following special promotion beginning March 9 2005 and ending on December 31, 2005.

This special promotion is an offer available to existing BellSouth subscribers currently enrolled in a BellSouth Local Service Term Election Agreement that is about to expire. The BellSouth Renewal Incentive Program will offer the benefits on the Subscriber's bill if the Subscriber chooses to subscribe to the BellSouth Renewal Incentive Term Election Agreement. Subscribers must sign a 12-month term election agreement to participate in the program to receive the benefits specified.

Program Eligibility

- Available to existing BellSouth business subscribers that enroll in the BellSouth Renewal Incentive Local Service Term Agreement that have 120 days or less left in an existing Local Service Term Election Agreement.
- Monthly total billed BellSouth regulated charges for local exchange services for Subscriber's location must be between \$75 to \$3,500 (excluding hunting, analog private line, PRI, BIS-T1 and BIS-PRI charges) to receive the Benefits.
- Subscriber must sign a 12 month BellSouth Renewal Incentive Local Service Term Agreement.

Program Elements

- Subscriber will earn for each such month of the term a Benefit in an amount equal to the applicable Program Benefit percentage multiplied by the Subscriber's monthly total billed BellSouth regulated charges; in addition, if applicable, Subscriber will earn for each month of the term a Hunting Benefit for Hunting Service equal to the applicable Hunting Benefit percentage multiplied by the Subscriber's hunting charge.
- Benefit(s): Specified % of Subscriber's total billed BellSouth regulated charges for local exchange service (TBR) (charges to the customer) from the General Subscriber Services Tariff (A) and the Private Line Services (B) tariff.

Monthly Billed BellSouth Regulated Charges	12 Month Term
\$75 - \$3,500	20%
Hunting Benefit	100%

- The monthly total billed BellSouth regulated charges consist of end-user monthly billed BellSouth regulated charges at qualifying locations, excluding: non-program services, non-regulated charges, other fees, 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.
- Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate as long as one location is in an eligible location and meets the revenue requirement.

All BellSouth marks contained herein are owned by BellSouth Intellectual Property Corporation

Florida Promotion Description

- Should Subscriber's charges decrease below \$75, the Subscriber will not receive the Benefit until the Subscriber's monthly charges meet this minimum TBR amount (\$75).
- Should Subscriber's charges exceed the \$3,500 threshold, the Subscriber will only receive the maximum Benefit allowed under this Program for monthly charges up to \$3,500.
- Subscriber understands and agrees that BellSouth shall in its sole discretion determine whether to confer each Benefit as either a reward or a discount. The applicable Benefit (s) for any given month 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 further understands and agrees that if BellSouth confers a Benefit in the form of a reward, applicable taxes and fees will be based on the full tariff price of the products and/or services on which such Benefit is based; and no taxes or fees will be added to the amount of the associated credit. Subscriber will receive the Benefit associated with Subscriber's monthly total billed BellSouth regulated charges* (as defined in the applicable BellSouth tariffs) for the respective month in each state while this term election is in effect.
- Participation in the Program begins on the date the Subscriber commits to a term election and BellSouth accepts (unless voided by BellSouth). Depending on the Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the Subscriber's term election agreement order.
- In the event the Subscriber terminates the Subscriber election agreement, the Subscriber agrees to pay liquidated damages to BellSouth as provided below based upon the number of months remaining on the term. Similarly, if the Subscriber's BellSouth local exchange service decreases below a business line class of service (e.g. Remote Call Forwarding) at any time during the term, the Subscriber will be deemed to have terminated the term election agreement, and the Subscriber agrees to pay liquidated damages to BellSouth as provided below based upon the number of months remaining on the term. These charges will appear on the Subscriber's final bill as a charge in the OC&C section. Payment of this charge does not release the Subscriber from other previous amounts owed to BST.

Set charge to be multiplied by number of months remaining on term after disconnect: \$30

- Unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least 60 days prior to expiration, then upon expiration of the initial term, the Subscriber term election agreement shall automatically renew for another term for two consecutive terms. BellSouth will provide written and/or verbal reminders to the Subscriber of the term election agreement expiration date and the automatic renewal provision beginning approximately 180 days prior to its expiration depending upon the Subscriber's billing cycle. If the Subscriber does not renew the Subscriber Election agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed charges for continuing the selected services.
- The 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.

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Florida Promotion Description

Program Restrictions

- Program Benefits as well as Hunting Benefits (for hunting service) apply only to monthly total billed BellSouth regulated charges within a state, not across states.
- Subscribers participating in a Product Level or Volume and Term CSA are NOT eligible to participate in this promotion.
- Complete Choice for Business Package subscribers may participate in the Program, but are not eligible to receive the Hunting Benefit.
- Subscribers with aggregate annual billing, per state of BellSouth services exceeding \$42,000 at the time of enrollment, are not eligible to participate in this promotion.
- This promotion may not be used concurrently with any previous or existing local exchange service term election agreement programs, unless otherwise stated.
- Analog Private Line, PRI, BIS-T1 and BIS-PRI, services will not be included in qualifying revenue under this program or entitled to Benefits for the related revenues.
- BellSouth reserves the right to terminate this program at any time; provided, however, that Subscribers participating in the program will continue to receive this promotion for the remaining term of their term election agreement.
- This BellSouth Renewal Incentive Program Subscriber Election shall not be altered, modified or amended in any respect; any Subscriber changes have no effect.
- Subscriber understands that their signature on the BellSouth Renewal Incentive term election constitutes the Subscriber's enrollment in the BellSouth Renewal Incentive Promotion under this term election and the applicable tariffs; the signatory must have authority to commit their company to the term election agreement.

EFFECTIVE: March 9, 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 – From Central	(DELETED) BellSouth Renewal	This promotion is available to existing BellSouth business subscribers that enroll in	03/09/05	(D) (N)
Office where services are available	Incentive Program	the BellSouth Renewal Incentive Local Service Term Agreement that have 120 days or less left in an existing Local Service Term Election Agreement.	to 12/31/05	
	This special promotion is an offer available to existing BellSouth subscribers	Monthly total billed BellSouth regulated charges for local exchange services for Subscriber's location must be between seventy five dollars (\$75) to three thousand five hundred dollars (\$3,500), excluding hunting, analog private line, PRI, BIS-T1 and BIS-PRI charges, to receive the Benefits.		(N)
		Subscriber must sign a twelve (12) month BellSouth Renewal Incentive Local Service Term Agreement.		(N)
	Service Term Election Agreement that is about to expire.	Subscriber will earn for each such month of the term a Benefit in an amount equal to the applicable Program Benefit percentage multiplied by the Subscriber's monthly total billed BellSouth regulated charges; in addition, if applicable, Subscriber will earn for each month of the term a Hunting Benefit for Hunting Service equal to the applicable Hunting Benefit percentage multiplied by the Subscriber's hunting charge.		(N)
	The BellSouth Renewal Incentive Program will offer	Benefit(s): Specified percentage (%) of Subscriber's total billed BellSouth regulated charges for local exchange service (TBR) charges to the customer from the General Subscriber Services (A) Tariff and the Private Line Services (B) Tariff.		(N)
	the benefits on the Subscriber's bill if	Monthly Billed BellSouth Regulated Charges <u>12 Month Term</u>		(N)
	the Subscriber	\$75 - \$3,500 20%		(N)
	chooses to subscribe	Hunting Benefit 100%		(N)
	to the BellSouth Renewal Incentive Term Election Agreement.	The monthly total billed BellSouth regulated charges consist of end-user monthly billed BellSouth regulated charges at qualifying locations, excluding: non-program services, non-regulated charges, other fees, 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		(N)
	Subscribers must sign a 12-month term election agreement to participate in the	relay services), and charges for services provided by other companies. Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate as long as one location is in an eligible location and meets the revenue requirement.		(N) (N)
	program to receive the benefits specified.	Should Subscriber's charges decrease below seventy five dollars (\$75), the Subscriber will not receive the Benefit until the Subscriber's monthly charges meet this minimum TBR amount, seventy five dollars (\$75).		(N)
		Should Subscriber's charges exceed the three thousand five hundred dollars (\$3,500) threshold, the Subscriber will only receive the maximum Benefit allowed under this Program for monthly charges up to three thousand five hundred dollars (\$3,500).		(N)
		Subscriber understands and agrees that BellSouth shall in its sole discretion determine whether to confer each Benefit as either a reward or a discount. The applicable Benefit (s) for any given month 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 (1) or two (2) billing cycles. Subscriber further understands and agrees that if BellSouth confers a Benefit in the form of a reward, applicable taxes and fees will be based on the full tariff price of the products and/or services on which such Benefit is based; and no taxes or fees will be added to the amount of the associated credit. Subscriber will receive the Benefit associated with Subscriber's monthly total billed BellSouth regulated charges (as defined in the applicable BellSouth tariffs) for the respective month in each state while this term		(N)
		election is in effect. Participation in the Program begins on the date the Subscriber commits to a term		(N)
		r arterparton in the r rogram begins on the date the Subscriber commits to a term		()

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election and BellSouth accepts (unless voided by BellSouth). Depending on the

BELLSOUTH TELECOMMUNICATIONS, INC. FLORIDA ISSUED: February 22, 2005 BY: Joseph P. Lacher, 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 BellSouth's Service	Service (DELETED)	Charges Waived	Period Authority (D)
Territory – From Central Office where services are available	BellSouth Renewal Incentive Program (Cont'd)	Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the Subscriber's term election agreement order.	(N)
		In the event the Subscriber terminates In the event the Subscriber terminates the Subscriber election agreement, the Subscriber agrees to pay liquidated damages to BellSouth as provided below based upon the number of months remaining on the term. Similarly, if the Subscriber's BellSouth local exchange service decreases below a business line class of service (e.g. Remote Call Forwarding) at any time during the term, the Subscriber will be deemed to have terminated the term election agreement, and the Subscriber agrees to pay liquidated damages to BellSouth as provided below based upon the number of months remaining on the term. These charges will appear on the Subscriber's final bill as a charge in the OC&C section. Payment of this charge does not release the Subscriber from other previous amounts owed to BST.	(N)
		Set charge to be multiplied by number of months remaining on term after disconnect: \$30	(N)
		Unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, the Subscriber term election agreement shall automatically renew for another term for two (2) consecutive terms. BellSouth will provide written and/or verbal reminders to the Subscriber of the term election agreement expiration date and the automatic renewal provision beginning approximately one hundred and eighty (180) days prior to its expiration depending upon the Subscriber's billing cycle. If the Subscriber does not renew the Subscriber Election agrees to pay full tariffed charges for continuing the selected services.	(N)
		The 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.	(N)
		Program Benefits as well as Hunting Benefits (for hunting service) apply only to monthly total billed BellSouth regulated charges within a state, not across states.	(N)
		Subscribers participating in a Product Level or Volume and Term CSA are not eligible to participate in this promotion.	(N)
		Complete Choice for Business Package subscribers may participate in the Program, but are not eligible to receive the Hunting Benefit.	(N)
		Subscribers with aggregate annual billing, per state of BellSouth services exceeding forty two thousand dollars (\$42,000) at the time of enrollment, are not eligible to participate in this promotion.	(N)
		This promotion may not be used concurrently with any previous or existing local exchange service term election agreement programs, unless otherwise stated.	(N)
		Analog Private Line, PRI, BIS-T1 and BIS-PRI, services will not be included in qualifying revenue under this program or entitled to Benefits for the related revenues.	(N)
		BellSouth reserves the right to terminate this program at any time; provided, however, that Subscribers participating in the program will continue to receive this promotion for the remaining term of their term election agreement.	(N)
		This BellSouth Renewal Incentive Program Subscriber Election shall not be altered, modified or amended in any respect; any Subscriber changes have no effect.	(N)
		Subscriber understands that their signature on the BellSouth Renewal Incentive term election constitutes the Subscriber's enrollment in the BellSouth Renewal Incentive Promotion under this term election and the applicable tariffs; the signatory must have authority to commit their company to the term election agreement.	(N)

EFFECTIVE: March 9, 2005

B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

A. The following promotions are approved by the Commission: (Cont'd)

	81	11			
	Area of Promotion BellSouth's Service	Service (DELETED)	Charges Waived	Period Authority	(D)
	Territory – From Central Office where services are	BellSouth Renewal Incentive Program	This promotion is available to existing BellSouth business subscribers that enroll in the BellSouth Renewal Incentive Local Service Term Agreement that have 120 days or	03/09/05 to	(N)
available	This special promotion is an offer available to existing BellSouth subscribers	less left in an existing Local Service Term Election Agreement. Monthly total billed BellSouth regulated charges for local exchange services for Subscriber's location must be between seventy five dollars (\$75) to three thousand five hundred dollars (\$3,500), excluding hunting, analog private line, PRI, BIS-T1 and BIS-PRI charges, to receive the Benefits.	12/31/05	(N)	
			Subscriber must sign a twelve (12) month BellSouth Renewal Incentive Local Service Term Agreement.		(N)
		Service Term Election Agreement that is about to expire.	Subscriber will earn for each such month of the term a Benefit in an amount equal to the applicable Program Benefit percentage multiplied by the Subscriber's monthly total billed BellSouth regulated charges; in addition, if applicable, Subscriber will earn for each month of the term a Hunting Benefit for Hunting Service equal to the applicable Hunting Benefit percentage multiplied by the Subscriber's hunting charge.		(N)
		The BellSouth Renewal Incentive Program will offer	Benefit(s): Specified percentage (%) of Subscriber's total billed BellSouth regulated charges for local exchange service (TBR) charges to the customer from the General Subscriber Services (A) Tariff and the Private Line Services (B) Tariff.		(N)
		the benefits on the	Monthly Billed BellSouth Regulated Charges 12 Month Term		(N)
		Subscriber's bill if	\$75 - \$3,500 20%		(N)
		the Subscriber chooses to subscribe	Hunting Benefit 100%		(N)
		to the BellSouth	The monthly total billed BellSouth regulated charges consist of end-user monthly		(N)
		Renewal Incentive Term Election Agreement.	billed BellSouth regulated charges at qualifying locations, excluding: non-program services, non-regulated charges, other fees, 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		(-)
		Subscribers must	relay services), and charges for services provided by other companies.		(N)
		sign a 12-month term election agreement to participate in the	Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate as long as one location is in an eligible location and meets the revenue requirement.		(N)
		program to receive the benefits specified.	Should Subscriber's charges decrease below seventy five dollars (\$75), the Subscriber will not receive the Benefit until the Subscriber's monthly charges meet this minimum TBR amount, seventy five dollars (\$75).		(N)
			Should Subscriber's charges exceed the three thousand five hundred dollars (\$3,500) threshold, the Subscriber will only receive the maximum Benefit allowed under this Program for monthly charges up to three thousand five hundred dollars (\$3,500).		(N)
			Subscriber understands and agrees that BellSouth shall in its sole discretion determine whether to confer each Benefit as either a reward or a discount. The applicable Benefit (s) for any given month 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 (1) or two (2) billing cycles. Subscriber further understands and agrees that if BellSouth confers a Benefit in the form of a reward, applicable taxes and fees will be based on the full tariff price of the products and/or services on which such Benefit is based; and no taxes or fees will be added to the amount of the associated credit. Subscriber will receive the Benefit associated with Subscriber's monthly total billed BellSouth regulated charges (as defined in the applicable BellSouth tariffs) for the respective month in each state while this term election is in effect.		(N)
			Participation in the Program begins on the date the Subscriber commits to a term		(N)

election and BellSouth accepts (unless voided by BellSouth). Depending on the

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.

EFFECTIVE: March 9, 2005

B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

A. The following promotions are approved by 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 Renewal Incentive Program (Cont'd)	Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the Subscriber's term election agreement order.	(T)(D) (N)
		In the event the Subscriber terminates In the event the Subscriber terminates the Subscriber election agreement, the Subscriber agrees to pay liquidated damages to BellSouth as provided below based upon the number of months remaining on the term. Similarly, if the Subscriber's BellSouth local exchange service decreases below a business line class of service (e.g. Remote Call Forwarding) at any time during the term, the Subscriber will be deemed to have terminated the term election agreement, and the Subscriber agrees to pay liquidated damages to BellSouth as provided below based upon the number of months remaining on the term. These charges will appear on the Subscriber's final bill as a charge in the OC&C section. Payment of this charge does not release the Subscriber from other previous amounts owed to BST.	(N)
		Set charge to be multiplied by number of months remaining on term after disconnect: \$30	(N)
		Unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, the Subscriber term election agreement shall automatically renew for another term for two (2) consecutive terms. BellSouth will provide written and/or verbal reminders to the Subscriber of the term election agreement expiration date and the automatic renewal provision beginning approximately one hundred and eighty (180) days prior to its expiration depending upon the Subscriber's billing cycle. If the Subscriber does not renew the Subscriber Election agrees to pay full tariffed charges for continuing the selected services.	(N)
		The 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.	(N)
		Program Benefits as well as Hunting Benefits (for hunting service) apply only to monthly total billed BellSouth regulated charges within a state, not across states.	(N)
		Subscribers participating in a Product Level or Volume and Term CSA are not eligible to participate in this promotion.	(N)
		Complete Choice for Business Package subscribers may participate in the Program, but are not eligible to receive the Hunting Benefit.	(N)
		Subscribers with aggregate annual billing, per state of BellSouth services exceeding forty two thousand dollars (\$42,000) at the time of enrollment, are not eligible to participate in this promotion.	(N)
		This promotion may not be used concurrently with any previous or existing local exchange service term election agreement programs, unless otherwise stated.	(N)
		Analog Private Line, PRI, BIS-T1 and BIS-PRI, services will not be included in qualifying revenue under this program or entitled to Benefits for the related revenues.	(N)
		BellSouth reserves the right to terminate this program at any time; provided, however, that Subscribers participating in the program will continue to receive this promotion for the remaining term of their term election agreement.	(N)
		This BellSouth Renewal Incentive Program Subscriber Election shall not be altered, modified or amended in any respect; any Subscriber changes have no effect.	(N)
		Subscriber understands that their signature on the BellSouth Renewal Incentive term election constitutes the Subscriber's enrollment in the BellSouth Renewal Incentive Promotion under this term election and the applicable tariffs; the signatory must have authority to commit their company to the term election agreement.	(N)

A. The following pr	romotions are on file v	with the Commission: (Cont'd)		
Area of Promotion BellSouth's Service	Service (DELETED)	Charges Waived BellSouth residential customers who also subscribe to Cingular Wireless service and	Period Authority 01/02/04	<u>(D)</u> (N)
Territory – From Central	Consumer Wireless	combine their BellSouth and Cingular Wireless bills will be eligible to receive ten	to	
Office where services are	Combined Bill Reward	percent (10%) off their Cingular Wireless service plan. This offer is limited to Cingular	12/27/04	
available	Offer	Wireless plans up to \$99.99.		(N)
	Customer must			
	subscribe to both			
	BellSouth landline			
	service with a			
	minimum of a 1FR			(N)
	plus 2 features and			
	have an active			
	Cingular Wireless			
	account.			
	The effer en: 11 - 11 - 11			
	The offer will allow			
	the customer to either			
	move to a Solutions			
	wireless plan that will			
	include a ten percent			
	(10%) discount off the			
	customer's new			
	Cingular monthly			(N)
	recurring charge or to receive a discount off			
	their existing Cingular			
	Wireless plan's			
	monthly recurring			
	charge if they would be willing to allow	Ę		
	BellSouth to combine			
	their bills for the local			
	and wireless services			
	that are offered.			
	that are offered.			
	BellSouth reserves			
	the right to discontinue			
	or modify this			
	promotion at any time			
	without customer			
	notice.			
	BellSouth Renewal	This promotion is available to existing BellSouth business subscribers that enroll in	03/09/05	<u>(N)</u>
	Incentive Program	the BellSouth Renewal Incentive Local Service Term Agreement that have 120 days or	to	
		less left in an existing Local Service Term Election Agreement.	12/31/05	
	This special	Monthly total billed BellSouth regulated charges for local exchange services for	1	<u>(N)</u>
	promotion is an offer	Subscriber's location must be between seventy five dollars (\$75) to three thousand		
	available to existing	five hundred dollars (\$3,500), excluding hunting, analog private line, PRI, BIS-T1		
	BellSouth subscribers	and BIS-PRI charges, to receive the Benefits.		
	currently enrolled in a	Subscriber must sign a twelve (12) month BellSouth Renewal Incentive Local		<u>(N)</u>
	BellSouth Local	Service Term Agreement.		
	Service Term	Subscriber will earn for each such month of the term a Benefit in an amount equal		<u>(N)</u>
	Election Agreement			

ISSUED: December 17, 2003 February 22, 2005 BY: Joseph P. Lacher, President -FL Miami, Florida

A2. GENERAL REGULATIONS

GENERAL SUBSCRIBER SERVICE TARIFF

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

BELLSOUTH

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

TELECOMMUNICATIONS, INC. FLORIDA

EFFECTIVE: January 2, 2004March 9, 2005

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. **FLORIDA** ISSUED: December 17, 2003 February 22, 2005 BY: Joseph P. Lacher, President -FL

Miami, Florida

Original First Revised Page 32.5 Cancels Original Page 32.5

EFFECTIVE: January 2, 2004March 9, 2005

that is about to to the applicable Program Benefit percentage multiplied by the Subscriber's monthly expire. total billed BellSouth regulated charges; in addition, if applicable, Subscriber will earn for each month of the term a Hunting Benefit for Hunting Service equal to the applicable Hunting Benefit percentage multiplied by the Subscriber's hunting charge. --The BellSouth Renewal Incentive --Benefit(s): Specified percentage (%) of Subscriber's total billed BellSouth (N) regulated charges for local exchange service (TBR) charges to the customer from the Program will offer the benefits on the General Subscriber Services (A) Tariff and the Private Line Services (B) Tariff. Subscriber's bill if Monthly Billed BellSouth Regulated Charges 12 Month Term (N) the Subscriber (N)\$75 - \$3,500 20% chooses to subscribe 100% (N) Hunting Benefit to the BellSouth -- The monthly total billed BellSouth regulated charges consist of end-user monthly (N) Renewal Incentive billed BellSouth regulated charges at qualifying locations, excluding: non-program Term Election services, non-regulated charges, other fees, taxes, late payment charges, charges Agreement. 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 --Subscribers must (N) relay services), and charges for services provided by other companies. sign a 12-month term --Subscribers with multi-locations that are BTN'd or CLUB billed may have all (N) election agreement to locations participate as long as one location is in an eligible location and meets the participate in the program to receive the revenue requirement. --Should Subscriber's charges decrease below seventy five dollars (\$75), the (N) benefits specified Subscriber will not receive the Benefit until the Subscriber's monthly charges meet this minimum TBR amount, seventy five dollars (\$75). --Should Subscriber's charges exceed the three thousand five hundred dollars (N) (\$3,500) threshold, the Subscriber will only receive the maximum Benefit allowed under this Program for monthly charges up to three thousand five hundred dollars (\$3,500). (N)--Subscriber understands and agrees that BellSouth shall in its sole discretion determine whether to confer each Benefit as either a reward or a discount. The applicable Benefit (s) for any given month 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 (1) or two (2) billing cycles. Subscriber further understands and agrees that if BellSouth confers a Benefit in the form of a reward, applicable taxes and fees will be based on the full tariff price of the products and/or services on which such Benefit is based; and no taxes or fees will be added to the amount of the associated credit. Subscriber will receive the Benefit associated with Subscriber's monthly total billed BellSouth regulated charges (as defined in the applicable BellSouth tariffs) for the respective month in each state while this term election is in effect.

> --Participation in the Program begins on the date the Subscriber commits to a term election and BellSouth accepts (unless voided by BellSouth). Depending on the

(N)

GENERAL SUBSCRIBER SERVICE TARIFF

BELLSOUTH TELECOMMUNICATIONS, INC. FLORIDA ISSUED: April 23, 2004 February 22, 2005 BY: Joseph P. Lacher, 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 BellSouth's Service Territory – From Central Office where services are available	Service (DELETED) Consumer Answers Cash Back Promotion	Charges Waived New or existing BellSouth residence customers ordering one of the following services and a new unit of the BellSouth Long Distance Unlimited Plan or a BellSouth internet access plan or a Cingular wireless service plan priced over \$39.99 will receive a coupon redeemable for \$25 cash back on the regulated service: any BellSouth Complete Choice service (including multi-line packages and Area Plus with Complete Choice packages) or BellSouth PreferredPack plan.	Period Authority 04/01/04 to 06/30/04	(<u>D)</u> (C)
		New or existing BellSouth residence customers subscribing to one of the Complete Choice plans or to the PreferredPack plan <i>will</i> receive a coupon redeemable for \$25 cash back <i>on the wireless service</i> by ordering a Cingular wireless service plan priced over \$39.99.		(C)
		Restrictions and Eligibility Criteria:		
		Existing BellSouth customers must upgrade from basic local service to one of the Complete Choice products or PreferredPack products and at the same time order a BellSouth Long Distance Unlimited Plan, a BellSouth internet access plan or a Cingular wireless service plan priced over \$39.99 to receive a coupon redeemable for \$25 cash back for the regulated service.		(C)
		Customers that disconnect or deactivate Cingular wireless service during the promotion period then reconnect or reactivate are not eligible for the wireless cash back offer.		
		 Existing Cingular wireless customers with combined billing who change their wireless plan during the promotion period are not eligible for the wireless cash back offer. 		
		Customer must place the order for promotion-eligible service(s) between 04/01/04 and 06/30/04 and order must complete by 07/31/04 for customer to be eligible to receive cash back.		
		Customer order must be completed and/or billing begun prior to coupon redemption and customer must be a current subscriber to the promotion-eligible service at the time of coupon redemption.		
		Only customers who correctly fill out and mail the coupon(s) to the specified address by the specified postmark deadline will be eligible to receive cash back.		
		Offer valid for only one (1) service line per local service address.		
		Customers may only redeem one (1) regulated product coupon per customer account within the promotion period.		
		Customers that transfer qualifying service from one address to another address are not eligible for the cash back offer.		
		New subscribers to Complete Choice service or PreferredPack service are only eligible for this offer if they have not previously received the PreferredPack service or Complete Choice service \$25 cash back offer during the promotion period (04/01/04 to 06/30/04).		
		BellSouth reserves the right to discontinue or modify this promotion at any time without customer notice.		
		 Customers that downgrade from Complete Choice service to the PreferredPack plan or upgrade from Area Plus service to Area Plus with Complete Choice service will not be eligible for the cash back offer. 		
	BellSouth Renewal Incentive Program (Cont'd)	Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the Subscriber's term		<u>(N)</u>

EFFECTIVE: May 10, 2004 March 9, 2005

BELLSOUTH TELECOMMUNICATIONS, INC. FLORIDA ISSUED:-<u>April 23, 2004 February 22, 2005</u> BY: Joseph P. Lacher, President -FL

EFFECTIVE: May 10, 2004 March 9, 2005

BY: Joseph P. Lacher, Presid Miami, Florida

election agreement order.

In the event the Subscriber terminates In the event the Subscriber terminates the Subscriber election agreement, the Subscriber agrees to pay liquidated damages to BellSouth as provided below based upon the number of months remaining on the term. Similarly, if the Subscriber's BellSouth local exchange service decreases below a business line class of service (e.g. Remote Call Forwarding) at any time during the term, the Subscriber will be deemed to have terminated the term election agreement, and the Subscriber agrees to pay liquidated damages to BellSouth as provided below based upon the number of months remaining on the term. These charges will appear on the Subscriber's final bill as a charge in the OC&C section. Payment of this charge does not release the Subscriber from other previous amounts owed to BST.	<u>(N)</u>
Set charge to be multiplied by number of months remaining on term after disconnect: \$30	<u>(N)</u>
Unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, the Subscriber term election agreement shall automatically renew for another term for two (2) consecutive terms. BellSouth will provide written and/or verbal reminders to the Subscriber of the term election agreement expiration date and the automatic renewal provision beginning approximately one hundred and eighty (180) days prior to its expiration depending upon the Subscriber's billing cycle. If the Subscriber does not renew the Subscriber Election agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed charges for continuing the selected services.	<u>(N)</u>
The 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.	<u>(N)</u>
Program Benefits as well as Hunting Benefits (for hunting service) apply only to monthly total billed BellSouth regulated charges within a state, not across states.	<u>(N)</u>
Subscribers participating in a Product Level or Volume and Term CSA are not eligible to participate in this promotion.	<u>(N)</u>
Complete Choice for Business Package subscribers may participate in the Program, but are not eligible to receive the Hunting Benefit.	<u>(N)</u>
Subscribers with aggregate annual billing, per state of BellSouth services exceeding forty two thousand dollars (\$42,000) at the time of enrollment, are not eligible to participate in this promotion.	<u>(N)</u>
This promotion may not be used concurrently with any previous or existing local exchange service term election agreement programs, unless otherwise stated.	<u>(N)</u>
Analog Private Line, PRI, BIS-T1 and BIS-PRI, services will not be included in qualifying revenue under this program or entitled to Benefits for the related revenues.	<u>(N)</u>
BellSouth reserves the right to terminate this program at any time; provided, however, that Subscribers participating in the program will continue to receive this promotion for the remaining term of their term election agreement.	<u>(N)</u>
This BellSouth Renewal Incentive Program Subscriber Election shall not be altered, modified or amended in any respect; any Subscriber changes have no effect.	<u>(N)</u>
Subscriber understands that their signature on the BellSouth Renewal Incentive term election constitutes the Subscriber's enrollment in the BellSouth Renewal Incentive Promotion under this term election and the applicable tariffs; the signatory must have	<u>(N)</u>

authority to commit their company to the term election agreement.

Miami, Florida

Period

B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

A. The following promotions are approved by the Commission: (Cont'd)

			Period	
Area of Promotion	Service	Charges Waived	Authority	
BellSouth's Service	(DELETED)	During this promotion, customers who return to BellSouth and subscribe to any 1FB,	07/01/03	<u>(D)</u> (T)
Territory – From Central	BellSouth® Winning	PBX trunks, BellSouth® Centrex service, BellSouth® MegaLink® service, BellSouth®	to	
Office where services are	Choice [*] Plus	Frame Relay service, Hunting or BellSouth® Primary Rate ISDN service(s) will receive	12/31/03	
available		the following:		
	Beginning July 1,	Installation charges will be waived.		
	2003 and continuing	One (1) month of service at no charge.		
	until December 31,	() C		
	2003, qualifying large	Customers may order one (1) or any combination of the above products as a part of		
	business customers	this promotion.		
	may participate in this	uns promotion.		
	special promotion.	Any waiver of charges will appear in the OC & C section of the subscriber's bill.		
		Depending on the customer's bill cycle, the customer will receive their month of service		
	This promotion is			
	available to existing	at no charge within three (3) months of signing the term election agreement.		
	large business			
	customers who	Customers are required to sign a 12-month term election agreement (no contract is		
	currently have service	required for 1FB) in order to receive the one (1) month service at no charge and the		
	with another carrier	installation fee waiver associated with the approved products.		
	and returns to			
	BellSouth and meets			
	all the eligibility			
	requirements for this			
	promotion.			
	Eligible customers			
	will have the			
	forecasted annual BST			
	account revenue			
	between \$3,000 and			
	\$220,000. Customers			
	with annual forecasted			
	BST services revenue			
	exceeding \$220,000			
	are not eligible to			
	enroll in this			
	promotion.			
	promotion.			
	To participate in this			
	promotion, qualifying			
	customers must sign			
	the term contract			
	between July 1, 2003			
	and December 31,			
	2003. Following this			
	period, no customers			
	may enroll in this			
	promotion. This			
	promotion is available			
	for resale for the			
	duration of this			
	duration of this			
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enrollment period.

-- Customer is required to produce a copy of their CLEC bill to be eligible for this service.

-- Customers may not combine this promotion with a CSA for any of the qualifying services.

1 9 8			
BellSouth Renewal	This promotion is available to existing BellSouth business subscribers that enroll in	03/09/05	<u>(N)</u>
Incentive Program	the BellSouth Renewal Incentive Local Service Term Agreement that have 120 days or	to	
	less left in an existing Local Service Term Election Agreement.	12/31/05	
This special	Monthly total billed BellSouth regulated charges for local exchange services for		<u>(N)</u>
promotion is an offer	Subscriber's location must be between seventy five dollars (\$75) to three thousand		
available to existing	five hundred dollars (\$3,500), excluding hunting, analog private line, PRI, BIS-T1		
BellSouth subscribers	and BIS-PRI charges, to receive the Benefits.		
currently enrolled in a	Subscriber must sign a twelve (12) month BellSouth Renewal Incentive Local		(N)
BellSouth Local	Service Term Agreement.		
Service Term	Subscriber will earn for each such month of the term a Benefit in an amount equal		(N)
Election Agreement	to the applicable Program Benefit percentage multiplied by the Subscriber's monthly		
that is about to	total billed BellSouth regulated charges; in addition, if applicable, Subscriber will		
expire.	earn for each month of the term a Hunting Benefit for Hunting Service equal to the		
	applicable Hunting Benefit percentage multiplied by the Subscriber's hunting charge.		
The BellSouth	Benefit(s): Specified percentage (%) of Subscriber's total billed BellSouth		<u>(N)</u>
Renewal Incentive	regulated charges for local exchange service (TBR) charges to the customer from the		
Program will offer	General Subscriber Services (A) Tariff and the Private Line Services (B) Tariff.		
the benefits on the	Monthly Billed BellSouth Regulated Charges 12 Month Term		<u>(N)</u>
Subscriber's bill if	\$75 - \$3,500 20%		<u>(N)</u>
the Subscriber			
chooses to subscribe	Hunting Benefit 100%		<u>(N)</u>
to the BellSouth	The monthly total billed BellSouth regulated charges consist of end-user monthly		<u>(N)</u>
Renewal Incentive	billed BellSouth regulated charges at qualifying locations, excluding: non-program		
Term Election	services, non-regulated charges, other fees, taxes, late payment charges, charges		
Agreement.	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.		
Subscribers must			(<u>N</u>)
sign a 12-month term	Subscribers with multi-locations that are BTN'd or CLUB billed may have all		<u>(N)</u>
election agreement to	locations participate as long as one location is in an eligible location and meets the		
participate in the	revenue requirement.		
	Should Subscriber's charges decrease below seventy five dollars (\$75), the		<u>(N)</u>
benefits specified.	Subscriber will not receive the Benefit until the Subscriber's monthly charges meet		
	this minimum TBR amount, seventy five dollars (\$75).		an
	Should Subscriber's charges exceed the three thousand five hundred dollars		<u>(N)</u>
	(\$3,500) threshold, the Subscriber will only receive the maximum Benefit allowed		
	under this Program for monthly charges up to three thousand five hundred dollars (\$3,500).		
	Subscriber understands and agrees that BellSouth shall in its sole discretion		<u>(N)</u>
	determine whether to confer each Benefit as either a reward or a discount. The		
	applicable Benefit (s) for any given month 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 (1) or two (2) billing cycles. Subscriber further		
	understands and agrees that if BellSouth confers a Benefit in the form of a reward,		
	applicable taxes and fees will be based on the full tariff price of the products and/or		

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services on which such Benefit is based; and no taxes or fees will be added to the amount of the associated credit. Subscriber will receive the Benefit associated with Subscriber's monthly total billed BellSouth regulated charges (as defined in the applicable BellSouth tariffs) for the respective month in each state while this term election is in effect.

--Participation in the Program begins on the date the Subscriber commits to a term election and BellSouth accepts (unless voided by BellSouth). Depending on the

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(N)

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EFFECTIVE: August 9, 2003 March 9, 2005

B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

Area of Promotion	Service	Charges Waived Period	
		Authority	
BellSouth's Service	(DELETED)		(T)
Ferritory – From Central	BellSouth® Winning		
Office where services are available [®]	Choice [*] Plus (Cont'd)		
	This promotion may	<u>.</u>	
	not be used in		
	conjunction with the		
	Key Customer		
	Program.		
	This promotion may		
	be combined with the		
	Custom Advantage [*] -or		
	Volume and Term		
	program.		
	This promotion may	L.	
	not be used		
	concurrently with any		
	other promotions or		
	contracts that affect the	e	
	services discounted in		
	this promotion.		
	Should a		
	participating customer		
	terminate a contract		
	signed under this		
	Program without		
	cause, charges for		
	termination or		
	cancellation of service	\$	
	shall be limited to		
	those specified in		
	BellSouth's Tariff.		
	Out-of-region		
	customers are not		
	eligible for this		
	promotion.		
	There is a limit of		
	one reward per accoun		
	at the same address and	d	
	in the same name.		
	Customer must agre	e	
	to sign a twelve (12)		
	month term agreement		

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> promotion. In the event the subscriber terminates service within twelve (12) months of signing the letter of election associated with this promotion, the customer will be required to reimburse all applicable installation charges.

-- BellSouth reserves the right to terminate this promotion at any time. Subscribers participating in the program will be grandfathered for the term of their agreement. BellSouth Renewal Incentive Program (Cont'd)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

EFFECTIVE: August 9, 2003 March 9, 2005

Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the Subscriber's term election agreement order.

--In the event the Subscriber terminates In the event the Subscriber terminates the Subscriber election agreement, the Subscriber agrees to pay liquidated damages to BellSouth as provided below based upon the number of months remaining on the term. Similarly, if the Subscriber's BellSouth local exchange service decreases below a business line class of service (e.g. Remote Call Forwarding) at any time during the term, the Subscriber will be deemed to have terminated the term election agreement, and the Subscriber agrees to pay liquidated damages to BellSouth as provided below based upon the number of months remaining on the term. These charges will appear on the Subscriber's final bill as a charge in the OC&C section. Payment of this charge does not release the Subscriber from other previous amounts owed to BST.

Set charge to be multiplied by number of months remaining on term after disconnect: \$30

--Unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, the Subscriber term election agreement shall automatically renew for another term for two (2) consecutive terms. BellSouth will provide written and/or verbal reminders to the Subscriber of the term election agreement expiration date and the automatic renewal provision beginning approximately one hundred and eighty (180) days prior to its expiration depending upon the Subscriber's billing cycle. If the Subscriber does not renew the Subscriber Election agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed charges for continuing the selected services.

--The 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.

--Program Benefits as well as Hunting Benefits (for hunting service) apply only to monthly total billed BellSouth regulated charges within a state, not across states.

--Subscribers participating in a Product Level or Volume and Term CSA are not eligible to participate in this promotion.

--Complete Choice for Business Package subscribers may participate in the Program, but are not eligible to receive the Hunting Benefit.

--Subscribers with aggregate annual billing, per state of BellSouth services exceeding forty two thousand dollars (\$42,000) at the time of enrollment, are not eligible to participate in this promotion.

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This promotion may not be used concurrently with any previous or existing local exchange service term election agreement programs, unless otherwise stated.	<u>(N)</u>
Analog Private Line, PRI, BIS-T1 and BIS-PRI, services will not be included in qualifying revenue under this program or entitled to Benefits for the related revenues.	<u>(N)</u>
BellSouth reserves the right to terminate this program at any time; provided, however, that Subscribers participating in the program will continue to receive this promotion for the remaining term of their term election agreement.	<u>(N)</u>
This BellSouth Renewal Incentive Program Subscriber Election shall not be altered, modified or amended in any respect; any Subscriber changes have no effect.	<u>(N)</u>
Subscriber understands that their signature on the BellSouth Renewal Incentive term election constitutes the Subscriber's enrollment in the BellSouth Renewal Incentive Promotion under this term election and the applicable tariffs; the signatory must have authority to commit their company to the term election agreement.	<u>(N)</u>
 however, that Subscribers participating in the program will continue to receive this promotion for the remaining term of their term election agreement. This BellSouth Renewal Incentive Program Subscriber Election shall not be altered, modified or amended in any respect; any Subscriber changes have no effect. Subscriber understands that their signature on the BellSouth Renewal Incentive term election constitutes the Subscriber's enrollment in the BellSouth Renewal Incentive Promotion under this term election and the applicable tariffs; the signatory must have 	<u>(N</u>

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