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December 17, 2004

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, enclosed is a package filing for BellSouth Key Customer Promotion. The issue and effective dates for this tariff package are December 17, 2004 and January 3, 2005, respectively.

General Subscriber Service Tariff

Section A2

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- Original Page 35.6.20.3
- Original Page 35.6.20.4

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

PROMOTION DESCRIPTION

BellSouth Key Customer Promotion

Proposed Promotion

This promotion is available to existing BellSouth customers in the nine (9) state BellSouth region that are located in specified wire centers within each state. The Key Customer Program will offer Benefits on the Subscriber's bill. Subscribers must sign a 24 or 36-month term election agreement to participate in the program to receive the benefits specified. The Program will begin on January 3, 2005 and end on December 31, 2005.

Promotion Specifics

1. Available to existing BellSouth business customers subscribing to local exchange service.
2. Monthly total billed BellSouth regulated charges for local exchange services for Subscriber's location must be between seventy-five dollars (\$75.00) to thirty-five hundred dollars (\$3,500.00) (excluding hunting, analog private line, PRI, BIS-T1 and BIS-PRI charges) to receive the Benefits.
3. Subscriber's location must be located in specified wire centers.
4. Complete Choice for Business Package subscribers are not eligible to receive the hunting benefit.
5. Subscriber must sign a 24 or 36-month term election agreement to receive the Benefits.
6. 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.
7. Benefit(s): Specified percentage (%) of Subscriber's total billed BellSouth regulated charges for local exchange service (charges to the customer) from the GSST A and Private Line Services (B) tariffs.
8. Monthly Billed BellSouth Regulated Charges:
24-month: 10%
36-month (\$75-\$249.99): 20%
36-month (\$250-\$3500): 25%
Hunting Benefit: 24-month, 50%; 36-month, 100%
9. 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, non-state tariffed 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.

10. Subscribers who participate in the Program and also subscribe to new service during the promotional period, will not be billed for the line connection charges associated with the service order. This will include the Line Connection Charge (first and additional lines, line equivalents, and trunks).
11. 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.
12. Should Subscriber's charges decrease below seventy-five dollars (\$75.00), the Subscriber will not receive the Benefit until the Subscriber's monthly charges meet this minimum amount of seventy-five dollars (\$75.00).
13. Should Subscriber's charges exceed the thirty-five hundred dollar (\$3,500.00) threshold, the Subscriber will only receive the maximum Benefit allowed under this Program for monthly charges up to thirty-five hundred dollars (\$3,500.00).
14. 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.
15. 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.
16. 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: thirty-dollars (\$30.00).
17. Subscribers with Centrex, MultiServ and ESSX with SLAs not meeting the per location revenue requirement may have all locations participate as long as it is billed under the same account and at least one location is located in a specified wire center.

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

18. Once enrolled, if the Subscriber moves to a location outside the specified wire center, the Subscriber election agreement will continue throughout the remaining term.
19. 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 as initially selected. BellSouth will provide written and/or verbal reminders to the Subscriber of the Subscriber term election agreement expiration date and the automatic renewal provision beginning approximately one-hundred 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 services.
20. 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.

Promotion Restrictions

1. 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.
2. Subscribers participating in a Product Level or Volume and Term CSA are NOT eligible to participate in this promotion.
3. Complete Choice for Business Package subscribers may participate in the Program, but are not eligible to receive the Hunting Benefit.
4. Subscribers with aggregate annual billing, per state of BellSouth services exceeding forty-two thousand dollars (\$42,000.00) at the time of enrollment, are not eligible to participate in this promotion.
5. This promotion may not be used concurrently with any previous or existing local exchange service term election agreement programs, unless otherwise stated.
6. However, Subscribers 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 Subscriber has twelve (12) months or less remaining under the existing term election agreement for local exchange services with BellSouth, and the Subscriber agrees to another BellSouth Small Business local exchange term election agreement that provides for an equal or greater number of business access lines than under their existing local exchange term election agreement. The new local exchange service term agreement will be based upon monthly business access line rates in effect at the time the new local exchange service term election agreement is effective.
7. 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.
8. 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.

9. This BellSouth 2005 Key Customer Program Subscriber Election shall not be altered, modified or amended in any respect; any Subscriber changes have no effect.
10. Subscriber understands that their signature on the Key Customer term election constitutes the Subscriber's enrollment in the BellSouth 2005 Key Customer Promotion under this term election and the applicable tariffs; the signatory must have authority to commit their company to the term election agreement.

ISSUED: December 17, 2004

EFFECTIVE: January 3, 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 | Service | Description | Period Authority |
|---|---|---|-------------------------------|
| <u>BellSouth's Service Territory – From Central Office where services are available</u> | <u>BellSouth Key Customer Promotion</u> | <u>This promotion is available to existing BellSouth customers in the nine (9) state BellSouth region that are located in specified wire centers within each state. The Key Customer Program will offer Benefits on the Subscriber's bill. Subscribers must sign a 24 or 36-month term election agreement to participate in the program to receive the benefits specified.</u> | <u>1/3/05 to 12/31/05</u> (N) |
| | | <u>Rules And Regulations</u> | (N) |
| | | <u>-- Available to existing BellSouth business customers subscribing to local exchange service.</u> | (N) |
| | | <u>-- Monthly total billed BellSouth regulated charges for local exchange services for Subscriber's location must be between seventy-five dollars (\$75.00) to thirty-five hundred dollars (\$3,500.00) (excluding hunting, analog private line, PRI, BIS-T1 and BIS-PRI charges) to receive the Benefits.</u> | (N) |
| | | <u>-- Subscriber's location must be located in specified wire centers.</u> | (N) |
| | | <u>-- Complete Choice for Business Package subscribers are not eligible to receive the hunting benefit.</u> | (N) |
| | | <u>-- Subscriber must sign a 24 or 36-month term election agreement to receive the Benefits.</u> | (N) |
| | | <u>-- 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.</u> | (N) |
| | | <u>-- Benefit(s): Specified percentage (%) of Subscriber's total billed BellSouth regulated charges for local exchange service (charges to the customer) from the GSST A and Private Line Services (B) tariffs. Monthly Billed BellSouth Regulated Charges: 24-month: 10% 36-month (\$75-\$249.99): 20% 36-month (\$250-\$3500): 25% Hunting Benefit: 24-month, 50%; 36-month, 100%</u> | (N) |
| | | <u>-- 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, non-state tariffed 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.</u> | (N) |
| | | <u>-- Subscribers who participate in the Program and also subscribe to new service during the promotional period, will not be billed for the line connection charges associated with the service order. This will include the Line Connection Charge (first and additional lines, line equivalents, and trunks).</u> | (N) |
| | | <u>--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.</u> | (N) |
| | | <u>--Should Subscriber's charges decrease below seventy-five dollars (\$75.00), the Subscriber will not receive the Benefit until the Subscriber's monthly charges meet this minimum amount of seventy-five dollars (\$75.00).</u> | (N) |

ISSUED: December 17, 2004

EFFECTIVE: January 3, 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 | Service | Description | Period Authority |
|---|--|---|------------------|
| <u>BellSouth's Service Territory – From Central Office where services are available</u> | <u>BellSouth Key Customer Promotion (Cont'd)</u> | <u>Rules And Regulations (Cont'd)</u> | (N) |
| | | <u>--Should Subscriber's charges exceed the thirty-five hundred dollar (\$3,500.00) threshold, the Subscriber will only receive the maximum Benefit allowed under this Program for monthly charges up to thirty-five hundred dollars (\$3,500.00).</u> | (N) |
| | | <u>--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.</u> | (N) |
| | | <u>--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.</u> | (N) |
| | | <u>--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: thirty-dollars (\$30.00).</u> | (N) |
| | | <u>--Subscribers with Centrex, MultiServ and ESSX with SLAs not meeting the per location revenue requirement may have all locations participate as long as it is billed under the same account and at least one location is located in a specified wire center.</u> | (N) |
| | | <u>--Once enrolled, if the Subscriber moves to a location outside the specified wire center, the Subscriber election agreement will continue throughout the remaining term.</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 as initially selected. BellSouth will provide written and/or verbal reminders to the Subscriber of the Subscriber term election agreement expiration date and the automatic renewal provision beginning approximately one hundred 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 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) |

ISSUED: December 17, 2004

EFFECTIVE: January 3, 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 | Service | Description | Period Authority |
|---|--|---|-------------------------|
| <u>BellSouth's Service Territory – From Central Office where services are available</u> | <u>BellSouth Key Customer Promotion (Cont'd)</u> | <u>Rules And Regulations (Cont'd)</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 (\$42,000.00) 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. However, Subscribers 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 Subscriber has twelve (12) months or less remaining under the existing term election agreement for local exchange services with BellSouth, and the Subscriber agrees to another BellSouth Small Business local exchange term election agreement that provides for an equal or greater number of business access lines than under their existing local exchange term election agreement. The new local exchange service term agreement will be based upon monthly business access line rates in effect at the time the new local exchange service term election agreement is effective.</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 2005 Key Customer 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 Key Customer term election constitutes the Subscriber's enrollment in the BellSouth 2005 Key Customer 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) |

ISSUED: December 17, 2004

EFFECTIVE: January 3, 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)

Eligible Wire Centers

| <u>CLLI Code</u> | <u>Wire Center</u> | <u>CLLI Code</u> | <u>Wire Center</u> | <u>CLLI Code</u> | <u>Wire Center</u> |
|------------------|---------------------|------------------|----------------------|------------------|----------------------|
| MIAMFLPL | MIAM PALMETTO | ORLDFLSA | ORLD-SAND LAKE | OVIDFLCA | OVIEDO |
| MIAMFLHL | MIAM HIALEAH | PNSCFLFP | PNSC-FERRY PASS | MIAMFLBC | MIAM BISCAYNE |
| FTLDFLMR | FT LAUD MAIN RELIEF | NDADFLAC | NDAD ARCH CREEK | CCBHFLMA | COCOA BEACH |
| BCRTFLMA | BOCA RATON MAIN | VRBHFLMA | VERO BEACH MAIN | JCVLFLBW | JCVL-BEACHWOOD |
| MIAMFLAE | MIAM ALHAMBRA | NDADFLOL | NDAD OLETA | PCBHFLNT | PANAMA CITY BEACH |
| ORLDFLMA | ORLD-MAGNOLIA | FTLDFLSU | FTLD SUNRISE | TTVFLFLMA | TITUSVILLE |
| MIAMFLGR | MIAM GRANDE | DLBHFLMA | DELRAY BEACH MAIN | ORPKFLMA | ORPK-MAIN |
| PRRNFLMA | PERRINE MAIN | MIAMFLSH | MIAM MIAMI SHORES | COCOFLME | COCOA-MERRITT ISLAND |
| ORLDFLPC | ORLD-PINECASTLE | JCVLFLCL | JCVL-CLAY STREET MGO | JCVLFLNO | JCVL-NORMANDY |
| PMBHFLMA | PMBH MARGATE | BYBHFLMA | BOYNTON BEACH MAIN | JCVLFLWC | JCVL-WESCONNETT |
| HLWDFLWH | HLWD WEST HOLLYWOOD | PNSCFLBL | PNSC-BELMONT | MIAMFLME | MIAM METRO |
| MIAMFLPB | MIAM POINCIANA | JPTRFLMA | JUPITER MAIN | PMBHFLTA | PMBH TAMARAC |
| ORLDFLPH | ORLD-PINEHILLS | ORLDFLCL | ORLD-COLONIAL | PTSLFLSO | PTSL SOUTH PTSL |
| FTLDFLPL | FTLD PLANTATION | WPBHFLLE | WPBH LAKE WORTH | PNSCFLWA | PNSC-WARRINGTON |
| PMBHFLFE | PMBH FEDERAL | NDADFLGG | NDAD GOLDEN GLADES | LKMRFLMA | LAKE MARY |
| HLWDFLPE | HLWD PEMBROKE PINES | MIAMFLOL | MIAM OPA LOCKA | FRBHFLFP | FERNANDINA BEACH |
| MLBRFLMA | MELBOURNE | DYBHFLPO | DYBH-PORT ORANGE | PNVDFLMA | PONTE VEDRA BCH |
| FTLDFLCY | FTLD CYPRESS | MIAMFLBA | MIAM BAYSHORE | FTLDFLSG | FTLD SAWGRASS |
| MIAMFLBR | MIAM BEACH | EGLLFLBG | EGLL-BOWE GARDENS | GLBRFLMC | GULF BREEZE |
| GSVLFLMA | GSVL-MAIN | MIAMFLAL | MIAM ALLAPATTAH | MIAMFLAP | MIAM AIRPORT |
| STRNFLMA | STUART MAIN | COCOFLMA | COCOA-MAIN | JCVLFLFC | JCVL-FORT CAROLINE |
| WPBHFLHH | WPBH HAVERHILL | MIAMFLIC | MIAM INDIAN CREEK | ORPKFLRW | ORPK-RIDGEWOOD |
| ORLDFLAP | ORLD-AZALEA PARK | KYWSFLMA | KEY WEST MAIN | MIAMFLDB | MIAM DADELAND BLVD |
| MIAMFLWM | MIAM W. MIAMI | DYBHFLPB | DYBH-ORMOND BEACH | EGLLFLIH | EGLL-INDIAN HRBR BCH |
| WPBHFLAN | WPBH MAIN ANNEX | MIAMFLNS | MIAM NORTHSIDE | DBRYFLMA | DEBARY MAIN |
| WPBHFLGR | WPBH GARDENS | MIAMFLNM | MIAM NORTH MIAMI | JCVLFLJT | JCVL-SOUTHPOINT |
| WPBHFLRB | WPBH RIVIERA BEACH | MIAMFLFL | MIAM FLAGLER | VRBHFLBE | VRBH BEACHLAND |
| MIAMFLCA | MIAM CANAL | JCVLFLRV | JCVL-RIVERSIDE | HTISFLMA | HUTCHINSON IS. MAIN |
| FTLDFLJA | FTLD JACARANDA | NSBHFLMA | NEW SMYRNA BCH | MNDRFLAV | MNDR-AVENUES |
| FTLDFLCR | FTLD CORAL RIDGE | MNDRFLLO | MNDR-LORETTO | DBRYFLDL | DEBARY DELTONA |
| WPBHFLGA | WPBH GREENACRES | DELDFLMA | DELAND | BKVFLFLJF | BROOKSVILLE |
| HLWDFLMA | HOLLYWOOD MAIN | FTLDFLWN | FTLD WESTON | FTRFLMA | FORT PIERCE MAIN |

ISSUED: December 17, 2004

EFFECTIVE: January 3, 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)

Eligible Wire Centers

| <u>CLLI Code</u> | <u>Wire Center</u> | <u>CLLI Code</u> | <u>Wire Center</u> | <u>CLLI Code</u> | <u>Wire Center</u> |
|------------------|-----------------------------|------------------|-------------------------|------------------|--------------------------------|
| <u>DRBHFLMA</u> | <u>DEERFIELD BEACH MAIN</u> | <u>BCRTFLSA</u> | <u>BCRT SANDALFOOT</u> | <u>HMSTFLHM</u> | <u>HOMESTEAD MAIN</u> |
| <u>DYBHFLMA</u> | <u>DYBH-MAIN</u> | <u>HLWDFLHA</u> | <u>HLWD HALLANDALE</u> | <u>JCVLFLLF</u> | <u>JCVL-LAKE FOREST</u> |
| <u>PMBHFLCS</u> | <u>PMBH CORAL SPRINGS</u> | <u>NDADFLBR</u> | <u>NDAD BRENTWOOD</u> | <u>JCVLFLOW</u> | <u>JCVL-OCEANWAY</u> |
| <u>BCRTFLBT</u> | <u>BCRT BOCA TEECA</u> | <u>JCBHFLMA</u> | <u>JCBH-MAIN</u> | <u>PNCYFLMA</u> | <u>PANAMA CITY MAIN</u> |
| <u>SNFRFLMA</u> | <u>SANFORD-O-WS</u> | <u>JCVLFLAR</u> | <u>JCVL-ARLINGTON</u> | <u>PTSLFLMA</u> | <u>PORT ST. LUCIE MAIN</u> |
| <u>MIAMFLRR</u> | <u>MIAM RED ROAD</u> | <u>WWSPFLSH</u> | <u>WWSP-SPRING HILL</u> | <u>STAGFLMA</u> | <u>STAG-MAIN</u> |
| <u>FTLDFLOA</u> | <u>FTLD OAKLAND</u> | <u>JCVLFLSM</u> | <u>JCVL-SAN MARCO</u> | <u>WPBHFLRP</u> | <u>WPBH ROYAL PALM BCH</u> |
| <u>MIAMFLSO</u> | <u>MIAM SILVER OAKS</u> | <u>DLBHFLKP</u> | <u>DLBH KINGS POINT</u> | <u>WWSPFLHI</u> | <u>WWSP-HIGHLAND</u> |
| <u>JCVLFLSJ</u> | <u>JCVL-SAN JOSE</u> | <u>MIAMFLWD</u> | <u>MIAM W. DADE</u> | <u>MRTHFLVE</u> | <u>MRTH VACA KEY</u> |
| <u>GSVLFLNW</u> | <u>GSVL-NORTHWEST</u> | <u>LKMRFLMA</u> | <u>LAKE MARY</u> | <u>MIAMIFLKE</u> | <u>MIAM KEY BISCAYNE</u> |
| <u>BLGLFLMA</u> | <u>BELLE GLADE MAIN</u> | | | | |

(N)
(N)

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 | Description | Period Authority |
|--|----------------------------------|--|------------------------|
| BellSouth's Service Territory – From Central Office where services are available | BellSouth Key Customer Promotion | This promotion is available to existing BellSouth customers in the nine (9) state BellSouth region that are located in specified wire centers within each state. The Key Customer Program will offer Benefits on the Subscriber's bill. Subscribers must sign a 24 or 36-month term election agreement to participate in the program to receive the benefits specified. | 1/3/05 to 12/31/05 (N) |
| | | Rules And Regulations | (N) |
| | | -- Available to existing BellSouth business customers subscribing to local exchange service. | (N) |
| | | -- Monthly total billed BellSouth regulated charges for local exchange services for Subscriber's location must be between seventy-five dollars (\$75.00) to thirty-five hundred dollars (\$3,500.00) (excluding hunting, analog private line, PRI, BIS-T1 and BIS-PRI charges) to receive the Benefits. | (N) |
| | | -- Subscriber's location must be located in specified wire centers. | (N) |
| | | -- Complete Choice for Business Package subscribers are not eligible to receive the hunting benefit. | (N) |
| | | -- Subscriber must sign a 24 or 36-month term election agreement to receive the Benefits. | (N) |
| | | -- 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) |
| | | -- Benefit(s): Specified percentage (%) of Subscriber's total billed BellSouth regulated charges for local exchange service (charges to the customer) from the GSST A and Private Line Services (B) tariffs. Monthly Billed BellSouth Regulated Charges: 24-month: 10% 36-month (\$75-\$249.99): 20% 36-month (\$250-\$3500): 25% Hunting Benefit: 24-month, 50%; 36-month, 100% | (N) |
| | | -- 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, non-state tariffed 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. | (N) |
| | | -- Subscribers who participate in the Program and also subscribe to new service during the promotional period, will not be billed for the line connection charges associated with the service order. This will include the Line Connection Charge (first and additional lines, line equivalents, and trunks). | (N) |
| | | --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) |
| | | --Should Subscriber's charges decrease below seventy-five dollars (\$75.00), the Subscriber will not receive the Benefit until the Subscriber's monthly charges meet this minimum amount of seventy-five dollars (\$75.00). | (N) |

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 | Description | Period Authority |
|--|---|--|------------------|
| BellSouth's Service Territory – From Central Office where services are available | BellSouth Key Customer Promotion (Cont'd) | Rules And Regulations (Cont'd) | (N) |
| | | --Should Subscriber's charges exceed the thirty-five hundred dollar (\$3,500.00) threshold, the Subscriber will only receive the maximum Benefit allowed under this Program for monthly charges up to thirty-five hundred dollars (\$3,500.00). | (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 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. | (N) |
| | | --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. | (N) |
| | | --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: thirty-dollars (\$30.00). | (N) |
| | | --Subscribers with Centrex, MultiServ and ESSX with SLAs not meeting the per location revenue requirement may have all locations participate as long as it is billed under the same account and at least one location is located in a specified wire center. | (N) |
| | | --Once enrolled, if the Subscriber moves to a location outside the specified wire center, the Subscriber election agreement will continue throughout the remaining term. | (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 as initially selected. BellSouth will provide written and/or verbal reminders to the Subscriber of the Subscriber term election agreement expiration date and the automatic renewal provision beginning approximately one hundred 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 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) |

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 | Description | Period Authority |
|--|---|--|------------------|
| BellSouth's Service Territory – From Central Office where services are available | BellSouth Key Customer Promotion (Cont'd) | Rules And Regulations (Cont'd) | (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 (\$42,000.00) 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. However, Subscribers 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 Subscriber has twelve (12) months or less remaining under the existing term election agreement for local exchange services with BellSouth, and the Subscriber agrees to another BellSouth Small Business local exchange term election agreement that provides for an equal or greater number of business access lines than under their existing local exchange term election agreement. The new local exchange service term agreement will be based upon monthly business access line rates in effect at the time the new local exchange service term election agreement is effective. | (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 2005 Key Customer 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 Key Customer term election constitutes the Subscriber's enrollment in the BellSouth 2005 Key Customer Promotion under this term election and the applicable tariffs; the signatory must have authority to commit their company to the term election agreement. | (N) |

ISSUED: December 17, 2004
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: January 3, 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)

Eligible Wire Centers

| CLLI Code | Wire Center | CLLI Code | Wire Center | CLLI Code | Wire Center |
|-----------|---------------------|-----------|----------------------|-----------|----------------------|
| MIAMFLPL | MIAM PALMETTO | ORLDFLSA | ORLD-SAND LAKE | OVIDFLCA | OVIEDO |
| MIAMFLHL | MIAM HIALEAH | PNSCFLFP | PNSC-FERRY PASS | MIAMFLBC | MIAM BISCAYNE |
| FTLDFLMR | FT LAUD MAIN RELIEF | NDADFLAC | NDAD ARCH CREEK | CCBHFLMA | COCOA BEACH |
| BCRTFLMA | BOCA RATON MAIN | VRBHFLMA | VERO BEACH MAIN | JCVLFLBW | JCVL-BEACHWOOD |
| MIAMFLAE | MIAM ALHAMBRA | NDADFLOL | NDAD OLETA | PCBHFLNT | PANAMA CITY BEACH |
| ORLDFLMA | ORLD-MAGNOLIA | FTLDFLSU | FTLD SUNRISE | TTVFLFLMA | TITUSVILLE |
| MIAMFLGR | MIAM GRANDE | DLBHFLMA | DELRAY BEACH MAIN | ORPKFLMA | ORPK-MAIN |
| PRRNFLMA | PERRINE MAIN | MIAMFLSH | MIAM MIAMI SHORES | COCOFLME | COCOA-MERRITT ISLAND |
| ORLDFLPC | ORLD-PINECASTLE | JCVLFLCL | JCVL-CLAY STREET MGO | JCVLFLNO | JCVL-NORMANDY |
| PMBHFLMA | PMBH MARGATE | BYBHFLMA | BOYNTON BEACH MAIN | JCVLFLWC | JCVL-WESCONNETT |
| HLWDFLWH | HLWD WEST HOLLYWOOD | PNSCFLBL | PNSC-BELMONT | MIAMFLME | MIAM METRO |
| MIAMFLPB | MIAM POINCIANA | JPTRFLMA | JUPITER MAIN | PMBHFLTA | PMBH TAMARAC |
| ORLDFLPH | ORLD-PINEHILLS | ORLDFLCL | ORLD-COLONIAL | PTSLFLSO | PTSL SOUTH PTSL |
| FTLDFLPL | FTLD PLANTATION | WPBHFLLE | WPBH LAKE WORTH | PNSCFLWA | PNSC-WARRINGTON |
| PMBHFLFE | PMBH FEDERAL | NDADFLGG | NDAD GOLDEN GLADES | LKMRFLMA | LAKE MARY |
| HLWDFLPE | HLWD PEMBROKE PINES | MIAMFLOL | MIAM OPA LOCKA | FRBHFLFP | FERNANDINA BEACH |
| MLBRFLMA | MELBOURNE | DYBHFLPO | DYBH-PORT ORANGE | PNVDFLMA | PONTE VEDRA BCH |
| FTLDFLCY | FTLD CYPRESS | MIAMFLBA | MIAM BAYSHORE | FTLDFLSG | FTLD SAWGRASS |
| MIAMFLBR | MIAM BEACH | EGLLFLBG | EGLL-BOWE GARDENS | GLBRFLMC | GULF BREEZE |
| GSVLFLMA | GSVL-MAIN | MIAMFLAL | MIAM ALLAPATTAH | MIAMFLAP | MIAM AIRPORT |
| STRNFLMA | STUART MAIN | COCOFLMA | COCOA-MAIN | JCVLFLFC | JCVL-FORT CAROLINE |
| WPBHFLHH | WPBH HAVERHILL | MIAMFLIC | MIAM INDIAN CREEK | ORPKFLRW | ORPK-RIDGEWOOD |
| ORLDFLAP | ORLD-AZALEA PARK | KYWSFLMA | KEY WEST MAIN | MIAMFLDB | MIAM DADELAND BLVD |
| MIAMFLWM | MIAM W. MIAMI | DYBHFLPB | DYBH-ORMOND BEACH | EGLLFLIH | EGLL-INDIAN HRBR BCH |
| WPBHFLAN | WPBH MAIN ANNEX | MIAMFLNS | MIAM NORTHSIDE | DBRYFLMA | DEBARY MAIN |
| WPBHFLGR | WPBH GARDENS | MIAMFLNM | MIAM NORTH MIAMI | JCVLFLJT | JCVL-SOUTHPOINT |
| WPBHFLRB | WPBH RIVIERA BEACH | MIAMFLFL | MIAM FLAGLER | VRBHFLBE | VRBH BEACHLAND |
| MIAMFLCA | MIAM CANAL | JCVLFLRV | JCVL-RIVERSIDE | HTISFLMA | HUTCHINSON IS. MAIN |
| FTLDFLJA | FTLD JACARANDA | NSBHFLMA | NEW SMYRNA BCH | MNDRFLAV | MNDR-AVENUES |
| FTLDFLCR | FTLD CORAL RIDGE | MNDRFLLO | MNDR-LORETTO | DBRYFLDL | DEBARY DELTONA |
| WPBHFLGA | WPBH GREENACRES | DELDFLMA | DELAND | BKVFLFLJF | BROOKSVILLE |
| HLWDFLMA | HOLLYWOOD MAIN | FTLDFLWN | FTLD WESTON | FTRFLMA | FORT PIERCE MAIN |

ISSUED: December 17, 2004
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

EFFECTIVE: January 3, 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)

Eligible Wire Centers

| CLLI Code | Wire Center | CLLI Code | Wire Center | CLLI Code | Wire Center |
|-----------|----------------------|-----------|------------------|-----------|------------------------|
| DRBHFLMA | DEERFIELD BEACH MAIN | BCRTFLSA | BCRT SANDALFOOT | HMSTFLHM | HOMESTEAD MAIN |
| DYBHFLMA | DYBH-MAIN | HLWDFLHA | HLWD HALLANDALE | JCVLFLLF | JCVL-LAKE FOREST |
| PMBHFLCS | PMBH CORAL SPRINGS | NDADFLBR | NDAD BRENTWOOD | JCVLFLOW | JCVL-OCEANWAY |
| BCRTFLBT | BCRT BOCA TEECA | JCBHFLMA | JCBH-MAIN | PNCYFLMA | PANAMA CITY MAIN |
| SNFRFLMA | SANFORD-O-WS | JCVLFLAR | JCVL-ARLINGTON | PTSLFLMA | PORT ST. LUCIE MAIN |
| MIAMFLRR | MIAM RED ROAD | WWSPFLSH | WWSP-SPRING HILL | STAGFLMA | STAG-MAIN |
| FTLDFLOA | FTLD OAKLAND | JCVLFLSM | JCVL-SAN MARCO | WPBHFLRP | WPBH ROYAL PALM BCH |
| MIAMFLSO | MIAM SILVER OAKS | DLBHFLKP | DLBH KINGS POINT | WWSPFLHI | WWSP-HIGHLAND |
| JCVLFLSJ | JCVL-SAN JOSE | MIAMFLWD | MIAM W. DADE | MRTHFLVE | MRTH VACA KEY |
| GSVLFLNW | GSVL-NORTHWEST | LKMRFLMA | LAKE MARY | MIAMFLKE | MIAM KEY BISCAYNE |
| BLGLFLMA | BELLE GLADE MAIN | | | | |

(N)
(N)