

Regulatory & External Affairs

Jerry D. Hendrix

Vice President

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

jerry.hendrix@bellsouth.com

April 14, 2006

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:

<u>General Subscriber Service Tariff</u> Section A2 - Third Revised Page 32.3 - Original Page 32.3.1

The purpose of this filing is to provide for the BellSouth Just the Lines Promotion. This Special Promotion will begin May 1, 2006 and end August 31, 2006.

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

Your consideration and approval will be appreciated.

Yours very truly,

Regulatory Vice President Attachments Phone: (850) 577-5553 Fax (850) 224-5073

Promotion Description

BellSouth(R) Just the Lines Promotion

Overview

The BellSouth(R) Just the Lines Promotion is scheduled to begin on 05/01/2006 and end on 08/31/2006. The BellSouth® Just the Lines Promotion (the"Program") will offer discounts on the Subscriber's bill. The offer is only available to new business Subscribers porting their local service from another local provider to BellSouth. Subscribers must sign the twelve (12) month Program Agreement to participate in the program. This Program is available in all states.

Promotion Specifics

The BellSouth[®] Just the Lines Promotion (the"Program") will offer discounts on the Subscriber's bill. The offer is only available to new business Subscribers porting their local service from another local provider to BellSouth. Subscribers must sign the twelve (12) month Program Agreement to participate in the program. This Program is available in all states. The Program will begin on May 1, 2006 and end on August 31, 2006.

Promotion Eligibility

• Available only to new business Subscribers porting their local service from another local provider to BellSouth.

• Subscriber must subscribe to the twelve (12) month Program Agreement to participate.

• Subscriber must purchase a business line class of service billing a minimum of seventy-five dollars (\$75.00) with BellSouth.

Promotion Elements

• Subscriber will earn for each such month of the term a discount in an amount equal to the applicable discount percentage multiplied by the Subscriber's BellSouth charges for local business line class of service; in addition, if applicable, Subscriber will earn for each month of the term a Hunting Discount for Hunting Service equal to the applicable Hunting Discount percentage multiplied by the Subscriber's hunting charge.

• Discount: Specified % of Subscriber's BellSouth charges for local business line class of service. Business line class of service is 1FB and line equivalents.

Eligible Lines: Minimum of seventy-five dollars (\$75.00) in billing with business line class of service (1FB and line equivalents)

-12 Month Term Discount: fifteen percent (15%)

-Hunting Discount: one hundred percent (100%)

• The discount will appear as a credit in the OC&C section of the Subscriber's bill in either the current or a subsequent billing period usually within one (1) or two (2) billing cycles. Participation in the Program begins on the date the Subscriber commits to an agreement 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 service order. Subscriber will earn for each such month of the term a discount in an amount equal to the applicable discount percentage multiplied by the Subscriber's monthly BellSouth local business line class of service charges.

• Subscriber under the Program that also subscribes to new service during the term, will not be billed for the line connection charges and change in service charges, if applicable, associated with the service order. This will include the Line Connection Charge (first and additional lines, and line equivalents) and the Charge for Change in Service, if applicable.

• For any one month should Subscriber's monthly charges decrease below seventy-five dollars (\$75) per billing cycle, the Subscriber will not receive the discount.

• In the event the Subscriber terminates the Agreement, the Subscriber agrees to pay termination charges to BellSouth as provided below based upon the number of months remaining under the term. Similarly, if the Subscriber's BellSouth local exchange service decreases below a business

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line class of service at any time during the term, the Subscriber will be deemed to have terminated the Agreement, and the Subscriber agrees to pay termination charges 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: twenty dollars (\$20)

• 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 Agreement shall automatically renew for another term for two (2) consecutive, separate terms. BellSouth will provide written and/or verbal reminders to the Subscriber of the Subscriber 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 Agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed or published charges for services.

• In tariffed states, the Agreement 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; in detariffed or deregulated states this Program and the Agreement are controlled by the terms set forth in the Agreement.

• Subscriber and BellSouth acknowledge and agree that to the extent the services to which Subscriber subscribes under this Agreement are deregulated or detariffed, all references to "BellSouth's General Subscriber Services Tariff," "BellSouth tariffs," "BellSouth's lawfully filed tariffs," or any other references to BellSouth's tariffs on file with the appropriate regulatory authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff for services subscribed by Subscriber as such tariffs existed as of the effective date of deregulation or detariffing. Such tariffed term and conditions are incorporated by reference as if fully included herein. To the extent there exists a conflict between the terms set forth herein and those incorporated by reference, the terms set forth herein shall control.

Promotion Restrictions

• Subscribers with aggregate annual billing, per state of BellSouth local services exceeding sixtyfive thousand dollars (\$65,000) at the time of enrollment, are not eligible to participate in this Program.

• Subscribers participating in a Product Level or Volume and Term CSA are NOT eligible to participate in the Program.

• This Program may not be used concurrently with any previous or existing local exchange service term election agreement programs, unless otherwise stated.

• Complete Choice® for Business Package Subscribers are not eligible to participate in the Program.

• BellSouth reserves the right to terminate this Program at any time; provided, however, that Subscribers participating in the Program will continue to receive this Program for the remaining term of their term agreement.

• The Program Agreement shall not be altered, modified or amended in any respect; any Subscriber changes have no effect.

• Subscriber understands that its signature on the Program Agreement constitutes the Subscriber's enrollment in the Program under this Agreement and the applicable tariffs; the signatory must have authority to commit its company to the Agreement.

EFFECTIVE: May 1, 2006

FLORIDA ISSUED: April 14, 2006 BY: Marshall M. Criser III, President -FL Miami, Florida

BELLSOUTH

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	
1 i oniotion	(DELETED)			(D)
BellSouth's service territory from central offices	BellSouth Just the Lines Promotion	The BellSouth Just the Lines Promotion (the "Program") will offer discounts on the Subscriber's bill. The offer is only available to new business Subscribers porting their local service from another local provider to BellSouth. Subscribers must sign the twelve (12) month Program Agreement to participate in the program.	05/01/06 to 08/31/06	(N)
where		Promotion Eligibility		(N)
services are available		• Available only to new business Subscribers porting their local service from another local provider to BellSouth.		(N)
		• Subscriber must subscribe to the twelve (12) month Program Agreement to participate.		(N)
		• Subscriber must purchase a business line class of service billing a minimum of seventy-five dollars (\$75.00) with BellSouth.		(N)
		Promotion Elements		(N)
		• Subscriber will earn for each such month of the term a discount in an amount equal to the applicable discount percentage multiplied by the Subscriber's BellSouth charges for local business line class of service; in addition, if applicable, Subscriber will earn for each month of the term a Hunting Discount for Hunting Service actual to the applicable Luctice Discourt percentage multiplied by the Subscriber's business and		(N)
		 Service equal to the applicable Hunting Discount percentage multiplied by the Subscriber's hunting charge. Discount: Specified % of Subscriber's BellSouth charges for local business line class of service. Business line class of service is 1FB and line equivalents. Eligible Lines: Minimum of seventy-five dollars (\$75.00) in billing with business line class of service (1FB and line equivalents). 		(N)
		and line equivalents) - 12 Month Term Discount: fifteen percent (15%)		(N)
		- Hunting Discount: one hundred percent (100%)		(N)
		 The discount will appear as a credit in the OC&C section of the Subscriber's bill in either the current or a subsequent billing period usually within one (1) or two (2) billing cycles. Participation in the Program begins on the date the Subscriber commits to an agreement 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 service order. Subscriber will earn for each such month of the term a discount in an amount equal to the applicable discount percentage multiplied by the Subscriber's monthly BellSouth local business line class of service charges. 		(N)
		• Subscriber under the Program that also subscribes to new service during the term, will not be billed for the line connection charges and change in service charges, if applicable, associated with the service order. This will include the Line Connection Charge (first and additional lines, and line equivalents) and the Charge for Change in Service, if applicable.		(N)
		• For any one month should Subscriber's monthly charges decrease below seventy-five dollars (\$75) per billing cycle, the Subscriber will not receive the discount.		(N)
		• In the event the Subscriber terminates the Agreement, the Subscriber agrees to pay termination charges to BellSouth as provided below based upon the number of months remaining under the term. Similarly, if the Subscriber's BellSouth local exchange service decreases below a business line class of service at any time during the term, the Subscriber will be deemed to have terminated the Agreement, and the Subscriber agrees to pay termination charges 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: twenty dollars (\$20)		(N)

BELLSOUTH TELECOMMUNICATIONS, INC. FLORIDA ISSUED: April 14, 2006 BY: Marshall M. Criser III, President -FL Miami, Florida

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

Area of Promotion	Service	Charges Waived	Period Authority	
	· ,	• 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 Agreement shall automatically renew for another term for two (2) consecutive, separate terms. BellSouth will provide written and/or verbal reminders to the Subscriber of the Subscriber 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 Agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed or published charges for services.		(N)
		• The Agreement 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)
		 Subscriber and BellSouth acknowledge and agree that to the extent the services to which Subscriber subscribes under this Agreement are deregulated or detariffed, all references to "BellSouth's General Subscriber Services Tariff," "BellSouth tariffs," "BellSouth's lawfully filed tariffs," or any other references to BellSouth's tariffs on file with the appropriate regulatory authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff for services subscribed by Subscriber as such tariffs existed as of the effective date of deregulation or detariffing. Such tariffed term and conditions are incorporated by reference as if fully included herein. To the extent there exists a conflict between the terms set forth herein and those incorporated by reference, the terms set forth herein shall control. 		(N)
		Promotion Restrictions		(N)
		• Subscribers with aggregate annual billing, per state of BellSouth local services exceeding sixty-five thousand dollars (\$65,000) at the time of enrollment, are not eligible to participate in this Program.		(N)
		• Subscribers participating in a Product Level or Volume and Term CSA are NOT eligible to participate in the Program.		(N)
		• This Program may not be used concurrently with any previous or existing local exchange service term election agreement programs, unless otherwise stated.		(N)
		• Complete Choice for Business Package Subscribers are not eligible to participate in the Program.		(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 Program for the remaining term of their term agreement.		(N)
		• The Program Agreement shall not be altered, modified or amended in any respect; any Subscriber changes have no effect.		(N)
		• Subscriber understands that its signature on the Program Agreement constitutes the Subscriber's enrollment in the Program under this Agreement and the applicable tariffs; the signatory must have authority to commit its company to the Agreement.		(N)

EFFECTIVE: June 1, 2005 May 1, 2006

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	
(DELETED)			(D)	
available in the following exchanges:	Cash Back subscribing durin g The same custom	Residence customers newly or currently subscribing to the Complete Choice plan or the PreferredPack plan and newly subscribing during the promotion period to a FastAccess plan (Ultra or Xtreme) are eligible to receive \$100 Cash Back. The same customers newly subscribing to DIRECTV [®] service in addition to a FastAccess plan (Ultra or Xtreme) are eligible to receive an additional \$50 Cash Back.	(N) (D) 06/01/05 to 08/31/05	
Baldwin, Fernandina		Restrictions and Eligibility Criteria	(N)	
Beach, Green		Customer must reside in one of the specified exchanges to be eligible for this market-specific cash back offer.	(N)	
Cove Springs, Jacksonville, Jacksonville			Offer available to targeted customers who receive notification of the offer and on demand to eligible customers in eligible exchanges who did not receive notification of the offer.	(N)
Beach, Keystone Heights,		Offer is available only to customers newly subscribing to FastAccess service (Ultra or Xtreme) or FastAccess service (Ultra or Xtreme) and DIRECTV service. Existing DIRECTV customers who switch to DIRECTV provided through BellSouth are not eligible for the additional \$50 Cash Back.	(N)	
Maxville, Middleburg, Orange Park, Ponte Vedra		Customer must request service at the same address and in the same name, unless customer is planning an imminent move from one address in BellSouth territory to another address in BellSouth territory within 30 days of responding to the offer. In the case of an imminent move, the BellSouth representative can offer the customer the promotion and place the order at the new address.	(N)	
Beach, St. Augustine, St. Johns		The customer must have or subscribe to one of the following landline plans: Complete Choice plan, Complete Choice Two-Line Plan package, Complete Choice Three-Line Plan package or PreferredPack plan	(N)	
		The customer must place the order on or before 8/31/05.	(N)	
		Offer valid for only one (1) service line at the intended local service address.	(N)	
		The customer must place their order through a BellSouth business office or outbound telemarketing vendor or alternate channel.	(N)	
		- The customer must fill out a coupon and mail the coupon to a specified address by a specified date. Customer must also include a copy of a recent bill from their Cable provider (not to be less recent than January of 2005) proving subscription to Cable Modem or Cable TV in order to receive the cash back. The billing address for the Cable bill must match the billing address for the telephone service.	(N)	
		-If the customer cancels or discontinues the qualifying service prior to fulfillment of their coupon, he/she will be ineligible for the cash back offer.	(N)	
		Offer may not be combined with cash back offers or gift card offers on the same services, as such offers may be concurrently available.	(N)	
		BellSouth reserves the right to discontinue or modify this promotion at any time without notice.	(N)	
BellSouth's service territory from central offices where services are available	BellSouth Just the Line <u>Promotion</u>	The BellSouth Just the Lines Promotion (the"Program") will offer discounts on the Subscriber's bill. The offer is only ^S available to new business Subscribers porting their local service from another local provider to BellSouth. Subscribers must sign the twelve (12) month Program Agreement to participate in the program.	<u>(N)</u>	
	and on a set of	Promotion Eligibility • Available only to new business Subscribers porting their local service from another local provider to BellSouth. • Subscriber must subscribe to the twelve (12) month Program Agreement to participate. • Subscriber must purchase a business line class of service billing a minimum of seventy-five dollars (\$75.00) with BellSouth. ed berein and as set forth in the trademarks and service marks section of this Tariff are owned by BellSouth Intellectual Property.	(N) (N) (N) (N)	

All BellSouth marks contained herein and as set forth in the trademarks and service marks section of this Tariff are owned by BellSouth Intellectual Property Corporation. [®] Registered trademark of DIRECTV, Inc.

GENERAL SUBSCRIBER SERVICE TARIFF

BY: Marshall M. Criser III, President -FL

Miami, Florida

Second_Third_Revised Page 32.3 Cancels First Second Revised Page 32.3

EFFECTIVE: June 1, 2005 May 1, 2006

Promotion Elements	<u>(N)</u>
• Subscriber will earn for each such month of the term a discount in an amount equal to the applicable discount percentage	<u>(N)</u>
multiplied by the Subscriber's BellSouth charges for local business line class of service; in addition, if applicable,	
Subscriber will earn for each month of the term a Hunting Discount for Hunting Service equal to the applicable Hunting	
Discount percentage multiplied by the Subscriber's hunting charge.	
• Discount: Specified % of Subscriber's BellSouth charges for local business line class of service. Business line class of	<u>(N)</u>
service is 1FB and line equivalents.	
Eligible Lines: Minimum of seventy-five dollars (\$75.00) in billing with business line class of service (1FB and line	
<u>equivalents)</u>	
-12 Month Term Discount: fifteen percent (15%)	<u>(N)</u>
-Hunting Discount: one hundred percent (100%)	<u>(N)</u>
• The discount will appear as a credit in the OC&C section of the Subscriber's bill in either the current or a subsequent	<u>(N)</u>
billing period usually within one (1) or two (2) billing cycles. Participation in the Program begins on the date the	
Subscriber commits to an agreement 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 service order. Subscriber will earn for each such month of the term a discount in an amount	
equal to the applicable discount percentage multiplied by the Subscriber's monthly BellSouth local business line class of	
service charges.	
• Subscriber under the Program that also subscribes to new service during the term, will not be billed for the line	<u>(N)</u>
connection charges and change in service charges, if applicable, associated with the service order. This will include the	
Line Connection Charge (first and additional lines, and line equivalents) and the Charge for Change in Service, if	
applicable.	
• For any one month should Subscriber's monthly charges decrease below seventy-five dollars (\$75) per billing cycle, the	<u>(N)</u>
Subscriber will not receive the discount.	
• In the event the Subscriber terminates the Agreement, the Subscriber agrees to pay termination charges to BellSouth as	<u>(N)</u>
provided below based upon the number of months remaining under the term. Similarly, if the Subscriber's BellSouth local	
exchange service decreases below a business line class of service at any time during the term, the Subscriber will be	
deemed to have terminated the Agreement, and the Subscriber agrees to pay termination charges 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: twenty dollars (\$20)	<u>(N)</u>

-Set charge to be multiplied by number of months remaining on term: twenty dollars (\$20)

All BellSouth marks contained herein and as set forth in the trademarks and service marks section of this Tariff are owned by BellSouth Intellectual Property Corporation. *** Registered trademark of DIRECTV, Inc.

Original Page 32.3.1

EFFECTIVE: May 1, 2006

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)

<u>Area of</u> Promotion	Service	Charges Waived	<u>Period</u> <u>Authority</u>	
BellSouth's	BellSouth Just the	• Unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the		<u>(N)</u>
service	Lines Promotion	Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, the Subscriber		
territory from	(Cont'd)	Agreement shall automatically renew for another term for two (2) consecutive, separate terms. BellSouth		
central office	<u>s</u>	will provide written and/or verbal reminders to the Subscriber of the Subscriber Agreement expiration date		
where		and the automatic renewal provision beginning approximately one hundred and eighty (180) days prior to its		
services are		expiration depending upon the Subscriber's billing cycle. If the Subscriber does not renew the Agreement for		
available		another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed or published		
		charges for services.		
		• The Agreement is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including		<u>(N)</u>
		any changes therein as may be made from time to time.		
		• Subscriber and BellSouth acknowledge and agree that to the extent the services to which Subscriber		<u>(N)</u>
		subscribes under this Agreement are deregulated or detariffed, all references to "BellSouth's General		
		Subscriber Services Tariff," "BellSouth tariffs," "BellSouth's lawfully filed tariffs," or any other references		
		to BellSouth's tariffs on file with the appropriate regulatory authority shall be deemed references to agreed		
		contract terms and conditions identical to those set forth in the applicable tariff for services subscribed by		
		Subscriber as such tariffs existed as of the effective date of deregulation or detariffing. Such tariffed term		
		and conditions are incorporated by reference as if fully included herein. To the extent there exists a conflict		
		between the terms set forth herein and those incorporated by reference, the terms set forth herein shall		
		control.		
		Promotion Restrictions		<u>(N)</u>
		 Subscribers with aggregate annual billing, per state of BellSouth local services exceeding sixty-five 		<u>(N)</u>
		thousand dollars (\$65,000) at the time of enrollment, are not eligible to participate in this Program.		
		Subscribers participating in a Product Level or Volume and Term CSA are NOT eligible to participate in		<u>(N)</u>
		the Program.		
		This Program may not be used concurrently with any previous or existing local exchange service term		(N)
		election agreement programs, unless otherwise stated.		
		 Complete Choice for Business Package Subscribers are not eligible to participate in the Program. 		<u>(N)</u>
		BellSouth reserves the right to terminate this Program at any time; provided, however, that Subscribers		<u>(N)</u>
		participating in the Program will continue to receive this Program for the remaining term of their term		
		agreement.		
		• The Program Agreement shall not be altered, modified or amended in any respect; any Subscriber changes		<u>(N)</u>
		have no effect.		
		• Subscriber understands that its signature on the Program Agreement constitutes the Subscriber's enrollment		<u>(N)</u>
		in the Program under this Agreement and the applicable tariffs; the signatory must have authority to commit		
		its company to the Agreement.		