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90-5734-CT TRF

January 25, 2008
Via Overnight Delivery

Ms. Renee Jenkins, Commission Secretary
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215-3793

RE: Tariff Revision Filing on behalf of BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service

Dear Ms. Jenkins:

Enclosed for filing please find the original and ten (10) copies of a tariff revision filed on behalf of BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service, and the accompanying Telecommunications Application Form. This filing removes six (6) *expired* promotions (Section 5) and the obsolete Flat Rate Dedicated Access Plan (Section 100) from the Company's tariff. The Company respectfully requests an effective date of January 29, 2008 for this revision.

This filing includes the following revised pages:

<u>Page</u>	<u>Change Made</u>
3 rd Revised Page 2	Updates Check Sheet
3 rd Revised Page 4	Updates Check Sheet
1 st Revised Page 6	Updates Table of Contents
1 st Revised Page 7	Updates Table of Contents
1 st Revised Page 64	Deletes expired <i>BellSouth® Business Appreciation III Long Distance Promotion</i>
1 st Revised Page 65	Deletes expired <i>BellSouth® Winning Choice Long Distance Promotion</i>
1 st Revised Page 66	Deletes expired <i>BellSouth® Winning Rewards III Long Distance Promotion</i>
1 st Revised Page 67	Deletes expired <i>BellSouth® Bonus Month Promotion</i>
1 st Revised Page 68	Deletes expired <i>BellSouth® Bonus Month Promotion</i>
1 st Revised Page 69	Deletes expired <i>BellSouth® CPE Bundle Promotion</i>
1 st Revised Page 70	Deletes expired <i>BellSouth® Early Rewards Promotion</i>
1 st Revised Page 71	Deletes expired <i>BellSouth® Early Rewards Promotion</i>
1 st Revised Page 213	Deletes <i>Flat Rate Dedicated Access Plan</i>
1 st Revised Page 214	Deletes <i>Flat Rate Dedicated Access Plan</i>
1 st Revised Page 215	Deletes <i>Flat Rate Dedicated Access Plan</i>

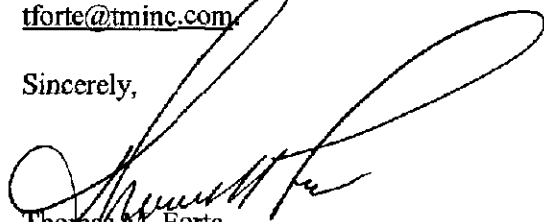
Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician Tm Date Processed 1/28/2008

Ms. Renee Jenkins, Commission Secretary
Docketing Division
Public Utilities Commission of Ohio
January 25, 2008
Page 2 of 2

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3001 or tforte@tminc.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas M. Forte', is written over the word 'Sincerely,'.

Thomas M. Forte
Consultant to BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service

TMF/mew
Enclosure

file: BellSouth - OH
tms: OH0801
proj.: 4897-417

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 10/26/2007)
(Pursuant to Case No. 08-1345-TP-ORD)

In the Matter of the Application of **BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service to file a Long Distance (IXC Reseller) Tariff Revision**

TRF Docket No. 90-_____
Case No. ____ - ____ - **TP** - ____

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s): BellSouth Long Distance, Inc.
DBA(s) of Registrant(s): AT&T Long Distance Service
Address of Registrant(s): 2180 Lake Boulevard NE, Suite/Floor 5C48, Atlanta, GA 30346
Company Web Address: www.bellsouth.com/long distance
Regulatory Contact Person(s): Thomas Margavio, BellSouth Long Distance, Inc. Phone (404) 829-8269 Fax (404) 829-6370
Regulatory Contact Person's Email Address: tm5886@att.com
Contact Person for Annual Report: Thomas Margavio, BellSouth Long Distance, Inc. Phone (404) 829-8269
Address (if different from above):
Consumer Contact Information: Thomas Margavio, BellSouth Long Distance, Inc. Phone (404) 829-8269
Address (if different from above):

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input checked="" type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(E) (0 day Notice)	<input type="checkbox"/> ILEC must attach a current CLEC Exchange Filing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 95-845-TP-COI), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG (Auto 90 day)	<input type="checkbox"/> NAG (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB (Non-Auto)	<input type="checkbox"/> ARB (Non-Auto)		
Introduce or change c-t-c service tariffs,		<input type="checkbox"/> ATA (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC (Non-Auto)	<input type="checkbox"/> UNC (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC (Non-Auto)	<input type="checkbox"/> UNC (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (explain) P.U.C.O. Tariff No. 5 Revision				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, BellSouth Long Distance, Inc. d/b/a , and am authorized to make this statement on its behalf.
AT&T Long Distance Service

(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) January 25, 2008 at (Location) Maitland, FL

*(Signature and Title)

(Date) January 25, 2008

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Thomas M. Forte

verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title)

(Date) January 25, 2008

.....
*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

BellSouth Long Distance, Inc.

EXHIBIT A

Superseded Tariff Sheets

BELLSOUTH LONG DISTANCE, INC.
d/b/a AT&T Long Distance Service
Director, Business Implementation and Compliance
2180 Lake Boulevard NE, Suite/Floor 5C48
Atlanta, GA 30319-6004
Issued: September 21, 2007

P.U.C.O. Tariff No. 5
2nd Revised Page 2
Cancels 1st Revised Page 2

Case No. 07-1047-TP-ZTA
Effective: September 22, 2007

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the top of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the top of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
1	Original		26	Original		51	Original
2	2 nd Rev.	*	27	Original		52	Original
3	2 nd Rev.	*	28	Original		53	Original
4	2 nd Rev.	*	29	Original		54	Original
5	Original		30	Original		55	Original
6	Original		31	Original		56	Original
7	Original		32	Original		57	Original
8	Original		33	Original		58	Original
9	Original		34	Original		59	Original
10	Original		35	Original		60	Original
11	Original		36	Original		61	Original
12	Original		37	Original		62	Original
13	Original		38	Original		63	Original
14	Original		39	Original		64	Original
15	Original		40	Original		65	Original
16	Original		41	Original		66	Original
17	Original		42	Original		67	Original
18	Original		43	Original		68	Original
19	Original		44	Original		69	Original
20	Original		45	Original		70	Original
21	Original		46	Original		71	Original
22	Original		47	Original		72	1 st Rev.
23	Original		48	Original		73	1 st Rev.
24	Original		49	Original		74	1 st Rev.
25	Original		50	Original		75	1 st Rev.

* - Indicates pages included with this filing.

BELLSOUTH LONG DISTANCE, INC.
d/b/a AT&T Long Distance Service
Director, Business Implementation and Compliance
2180 Lake Boulevard NE, Suite/Floor 5C48
Atlanta, GA 30319-6004
Issued: September 21, 2007

P.U.C.O. Tariff No. 5
2nd Revised Page 4
Cancels 1st Revised Page 4

Case No. 07-1047-TP-ZTA
Effective: September 22, 2007

CHECK SHEET, (CONT'D.)

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
151	1 st Rev.		173	Original		195	Original
152	1 st Rev.		174	Original		196	Original
153	1 st Rev.		175	Original		197	Original
154	1 st Rev.		176	Original		198	Original
155	1 st Rev.		177	Original		199	Original
156	Original		178	Original		200	Original
156.1	Original	*	179	Original		201	Original
157	Original		180	Original		202	Original
158	Original		181	Original		203	Original
159	Original		182	Original		204	Original
160	Original		183	Original		205	Original
161	Original		184	Original		206	Original
162	Original		185	Original		207	Original
163	Original		185.1	Original	*	208	Original
164	Original		186	Original		209	Original
165	Original		187	Original		210	Original
166	Original		188	Original		211	Original
167	Original		189	Original		212	Original
168	Original		190	Original		213	Original
169	Original		191	Original		214	Original
170	Original		192	Original		215	Original
171	Original		193	Original			
172	Original		194	Original			

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SECTION 5.0 - PROMOTIONS

5.1 General

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring charges, recurring charges or usage charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

5.2 BellSouth® Business Appreciation III Long Distance Promotion

This promotion will be available to new BellSouth® Long Distance customers who also have a BellSouth® Simple Savings local service agreement with BellSouth Long Distance's affiliated local exchange entity, in BellSouth's core states¹. To be eligible, the customer must sign a BellSouth® Business Class Family of Services agreement with a term of one to five years for their long distance Complex Voice services, Private Line services and/or Dedicated Access services and a volume commitment between \$100.00 and \$10,000.00 per month. BellSouth Long Distance will waive usage and monthly charges for the services mentioned above for up to three months depending on the length of the customer's agreement, as defined in Section 5.2.1. Customers who terminate their contract prior to the expiration of their agreement will be liable for all waived charges. This promotion will end on December 31, 2004. At least one of the selected services must be installed and activated prior to February 28, 2005 for the promotion to remain valid.

5.2.1 Waiver Term Plan Promotion Periods

Customers signing a one-year agreement will receive a one-month waiver of charges. Customers signing a two-year agreement will receive a two-month waiver of charges. Customer signing a three to five-year agreement will receive a three-month waiver of charges. The maximum amount of charges waived will be the greater of \$2,000 or 150% of the committed monthly revenue amount.

¹ BellSouth's core states are defined as Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

SECTION 5.0 – PROMOTIONS, (CONT'D.)

5.3 BellSouth® Winning Choice Long Distance Promotion

This promotion is available to new BellSouth® Long Distance customers who also subscribe to a BellSouth® Winning Choice local service agreement from the Company's affiliated local exchange entity, in BellSouth's core states¹. The Customer must sign a BellSouth® Business Class Family of Services agreement with a term of one to five years for their long distance Complex Voice services, Private Line services and/or Dedicated Access services and a volume commitment between \$100.00 and \$10,000.00 per month.

BellSouth Long Distance will waive usage and monthly charges for the services mentioned above for up to three months depending on the length of the customer's agreement, as defined in Section 5.3.1.

Customers who terminate their contract prior to the expiration of their agreement will be liable for all waived charges. This promotion will end on December 31, 2003. At least one of the selected services must be installed and activated prior to February 29, 2004 for the promotion to remain valid.

5.3.1 Waiver Term Plan Promotion Periods

Customers signing a one-year agreement will receive a one-month waiver of charges. Customers signing a two-year agreement will receive a two-month waiver of charges. Customer signing a three to five-year agreement will receive a three-month waiver of charges. The maximum amount of charges waived will be the greater of \$2,000 or 150% of the committed monthly revenue amount.

¹ BellSouth's core states are defined as Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

SECTION 5.0 – PROMOTIONS, (CONT'D.)

5.4 BellSouth® Winning Rewards III Long Distance Promotion

This promotion is available to new BellSouth® Long Distance customers who also subscribe to one of the following local service agreements from the Company's affiliated local exchange entity, in BellSouth's core states¹: BellSouth® Business Smart Start Agreement, BellSouth® Business Volume and Term Agreement, BellSouth® Business Winning Rewards Agreement or a BellSouth® Business Master Agreement. The Customer must sign a BellSouth® Business Class Family of Services agreement with a term of one to five years for their long distance Complex Voice services, Private Line services and/or Dedicated Access services and a volume commitment between \$100.00 and \$10,000.00 per month.

BellSouth Long Distance will waive usage and monthly charges for the services mentioned above for up to three months depending on the length of the customer's agreement, as defined in Section 5.4.1.

Customers who terminate their contract prior to the expiration of their agreement will be liable for all waived charges. This promotion will end on December 31, 2004. At least one of the selected services must be installed and activated prior to February 28, 2005 for the promotion to remain valid.

5.4.1 Waiver Term Plan Promotion Periods

Customers signing a one-year agreement will receive a one-month waiver of charges. Customers signing a two-year agreement will receive a two-month waiver of charges. Customer signing a three to five-year agreement will receive a three-month waiver of charges. The maximum amount of charges waived will be the greater of \$2,000 or 150% of the committed monthly revenue amount.

¹ BellSouth's core states are defined as Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

SECTION 5.0 – PROMOTIONS, (CONT'D.)

5.5 BellSouth® Bonus Month Promotion

5.5.1 Promotion Description

This promotion is available to new BellSouth Long Distance Customers, who sign a BellSouth® Business Class Family of Services (BBCFS) Services Agreement with a minimum term of at least one (1) year. Promotion eligible Customers will receive a credit equal to one month of BellSouth® Long Distance services, in addition to any eligible discounts and credits as identified in the Customer's BBCFS Services Agreement. Customers must execute the BBCFS Services Agreement, acknowledging enrollment in this promotion, no later than July 31, 2006. This Promotion shall only apply to eligible services ordered under the Services Agreement and installed and activated prior to the date of application of the Free Month credit provided in conjunction with this promotion.

5.5.2 This promotion is offered under the following terms and conditions:

- (A) Customers must be a new BellSouth Long Distance Customer and must sign a BellSouth® Business Class Family of Services (BBCFS) Services Agreement with a minimum term of at least one (1) year or longer. For purposes of this promotion, new Customers are defined as not having any billable BellSouth Long Distance Services for a period of at least three (3) months prior to date of enrollment in this promotion.
- (B) This promotion cannot be combined with certain other promotions or with a Customized Pricing Arrangement (CPA) unless otherwise stated in the CPA. This Promotion is coterminous with the Customer's BellSouth® Business Class Family of Services Agreement.
- (C) This promotion began on April 1, 2006 and will end on July 31, 2006. At least one service associated with this promotion must be installed and activated prior to the date of application of the Free Month credit provided with this promotion.

SECTION 5.0 – PROMOTIONS, (CONT'D.)

5.5 BellSouth® Bonus Month Promotion, (Cont'd.)

5.5.3 The Free Month will be applied as follows:

A credit ("Free Month") in the amount equal to the Customer's monthly recurring and usage charges for one (1) complete billing cycle under the Services Agreement, will be applied as follows:

- (A) The Free Month will be applied in, and calculated based on, the second monthly billing cycle under the Services Agreement.
- (B) The Free Month credit amount will be capped at the greater of \$2,000 or 150% of the Customer's Minimum Monthly Commitment ("MMC") as defined in the Services Agreement.
- (C) The Free Month does not include the following:
 - (1) International Data Services, or any other services offered via SCA
 - (2) Nonrecurring or One-Time Set-up charges
 - (3) BellSouth® Conferencing Services
 - (4) Any Local, County, State and Federal Taxes
 - (5) Any other Charges and Fees: Operator Services, Payphone Surcharges, Directory Assistance and all special billing delivery charges

SECTION 5.0 – PROMOTIONS, (CONT'D.)

5.6 BellSouth® CPE Bundle Promotion

This promotion is available to BellSouth® Long Distance Customers who sign a new or renew an existing BellSouth® Business Class Family of Services agreement with a minimum term of two years and Minimum Monthly Revenue Commitment (MMC) of \$100.00. The Customer will receive a one-time credit in an amount equal to the Customer's MMC as specified in the Services Agreement, up to a maximum of \$10,000. The Customer may use such credit solely towards one-time purchase of Customer Premises Equipment ("CPE") from BellSouth Communication Systems, LLC ("BCS").

This promotion cannot be combined with the BellSouth® Interstate Extra Promotion, the BellSouth® Free Rewards Promotion, or any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.

5.6.1 This promotion will be offered under the following terms and conditions:

(A) Voucher Specifications

- (1)** This promotion will end on June 30, 2006.
- (2)** The Voucher shall be valid from the date the Customer enrolls in this Promotion through the earlier occurrence of:
 - (a)** the date on which BCS applies the one-time credit to the Customer's purchase of CPE; or
 - (b)** September 30, 2006.
- (3)** The Voucher, including any unused amounts, shall be considered null and void after the initial voucher credit is applied or by September 30, 2006.
- (4)** The Voucher has no cash value and is valid only towards the purchase of BCS supplied CPE. Additionally, the Voucher is only valid towards the purchases made under a single order of BCS equipment and all unused portions of the Voucher after the initial equipment order shall be forfeited.

SECTION 5.0 – PROMOTIONS, (CONT'D.)

5.7 BellSouth® Early Rewards Promotion

This promotion is available to new BellSouth Long Distance, Inc. Customers who either sign a new or renew a BellSouth Business Class Family of Services Enrollment form for a term of one-year or longer with a Minimum Monthly Revenue Commitment (MMC) of \$100.00 to \$10,000.00. This Promotion cannot be combined with certain other promotions and cannot be combined with any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.

Customers must also sign a new or renewal agreement, concurrently or within ninety (90) days prior to the signing of this promotion, with BellSouth Telecommunications, Inc. ("BST"): BellSouth Business Smart Start, BellSouth® Business Volume and Term, BellSouth® Business Winning Rewards, BellSouth® Business One Rate, BellSouth® Business Region Rate, BellSouth® Business Premium Rewards, BellSouth® Business Master, BellSouth® Business Total Spend Contract, BellSouth® Business Franchise, BellSouth® Simple Savings, Small Business Segment Product Level Contract or BellSouth® Contract Service Agreement. The Customer can have existing BST services provided they are adding service at a new location via one of the pre-requisite local agreements listed above.

Eligible Customers will receive one free month of service for each committed contract year, up to three (3) years and three (3) free months.

5.7.1 This promotion will be offered under the following terms and conditions:

- (A) The Free Month will be applied as follows:**
 - (1) Customers with a one (1) year term - The Free Month will be applied to, and calculated based on, the second billing cycle (bill 2).**
 - (2) Customers with a two (2) year term - The Free Months will be applied to, and calculated based on, the second and third billing cycles (bills 2 and 3).**
 - (3) Customers with a three (3) year term - The Free Months will be applied to, and calculated based on, the second, third and fourth billing cycles (bills 2, 3 and 4).**
- (B) The monthly waiver amount will be capped at the greater of \$2,000 or 150% of the Customer's committed monthly volume. (Maximum monthly volume commitment not to exceed \$10,000).**

SECTION 5.0 – PROMOTIONS, (CONT'D.)

5.7 BellSouth® Early Rewards Promotion, (Cont'd.)

5.7.1 This promotion will be offered under the following terms and conditions, (cont'd.):

- (C) This promotion provides an additional 5% discount above the standard volume and term discounts for long distance interstate and international inbound and outbound voice usage, including calling card usage and surcharges. This additional discount will be applied after the standard volume and term discounts are applied.
- (D) Free months service includes the waiver of all BellSouth Long Distance Monthly Recurring Charges and usage charges, including loop charges.
- (E) Free months do not include the following:
 - (1) International Data Services (ATM, Frame Relay, Private Line, etc.).
 - (2) BellSouth® Conferencing Services.
 - (3) Any Local, County, State and Federal Taxes.
 - (4) Any other Charges and Fees - including, but not limited to, USF, PICC, Operate Services, Payphone Surcharges, Directory Assistance and all special billing delivery charges.
- (F) This promotion will end on December 31, 2005, and at least one eligible service must be installed and activated by February 28, 2006.
- (G) This promotion is coterminous with the Customer's BellSouth® Business Class Family of Services Agreement.
- (H) This promotion cannot be combined with the BellSouth® CPE Bundle Promotion, the BellSouth® 1-2-3 Go! Promotion, the BellSouth® Business Class International Promotion, the BellSouth® Domestic Voice Plus Promotion, the BellSouth® Flat Rate Nine Promotion, the BellSouth® Flat Rate Nine Bundle Promotion, the BellSouth® Complete Frame II Promotion or any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.

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SECTION 100.0 – OBSOLETE SERVICE OFFERINGS, (CONT'D.)

100.2 Flat Rate Dedicated Access Plan (Obsoleted 12/13/02 – Type I)

This plan is available to Customers under the following terms and conditions:

- (A) This plan is only available to Customers ordering new Dedicated Access service for BellSouth® Long Distance Dial Direct service and BellSouth® Long Distance Toll Free service in Section 6 of this tariff; or BellSouth® Long Distance Private Line service in Section 7 of this tariff.
- (B) The Customer must sign a Dedicated Access service enrollment form contract with a minimum term of two years (24 months). Additionally, the Customer must sign a BellSouth® Business Class Family of Services agreement for a minimum of two years (24 months) and \$1,000 minimum monthly commitment and an enrollment form contract specific to this plan.
- (C) A termination penalty equal to the applicable monthly charge specified in paragraph (D) below times the number of months remaining in the minimum 24-month period specified in paragraph (B) above will apply for those circuits disconnected prior to the expiration of the minimum two-year contract period. The Customer will pay the Company such termination penalty upon disconnection of any such circuits.

SECTION 100.0 – OBSOLETE SERVICE OFFERINGS, (CONT'D.)

100.2 Flat Rate Dedicated Access Plan (Obsoleted 12/13/02 – Type D), (Cont'd.)

- (D) Circuits installed under this plan will be priced as indicated below and will be in lieu of the prices shown in Appendix A of the Company's Complex Business Services Interstate Pricing Guide. These prices will remain in effect during the entire contract term selected by the Customer.

For DS-0 Loop Prices in between:*	Flat Rate Dedicated Access Plan Price Is
\$1 - \$300	\$125
\$301 +	\$200

For DS-1 Loop Prices in between:*	Flat Rate Dedicated Access Plan Price Is
\$1 - \$400	\$200
\$401 - \$800	\$300
\$801 - \$1,200	\$400
\$1,201 +	See Note*.

For DS-3 Loop Prices in between:*	Flat Rate Dedicated Access Plan Price Is
\$1 - \$4,000	\$2,500
\$4,001 - \$6,000	\$3,500
\$6,001 - \$9,000	\$4,500
\$9,001 +	See Note*.

For Customers selecting a combination of the Access Discount Plan (ADP) in Section 8.5.7 and this Flat Rate Dedicated Access Plan, the price ranges associated with this plan will be determined after the appropriate ADP discount is applied to the base prices as outlined in Appendix A of the Company's Complex Business Services Interstate Pricing Guide.

- * Prices are outlined in Appendix A of the Company's Complex Business Services Interstate Pricing Guide.

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SECTION 100.0 – OBSOLETE SERVICE OFFERINGS, (CONT'D.)

100.2 Flat Rate Dedicated Access Plan (Obsoleted 12/13/02 – Type I), (Cont'd.)

- (E) This plan cannot be combined with any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.
- (F) This plan is coterminous with the Customer's BellSouth® Business Class of Family of Services agreement. New Dedicated Access channels added under the term of the BellSouth® Business Class Family of Services agreement are eligible to receive the appropriate pricing under this plan.
- (G) Plan prices will apply to eligible circuits ordered under this plan provided that at least one such eligible circuit is installed and activated no later than sixty (60) days from the Customer's date of signature on the applicable enrollment form.

BellSouth Long Distance, Inc.

EXHIBIT B

Proposed Tariff Sheets

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the top of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the top of this page.

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6	1 st Rev.	*	31	Original		56	Original
7	1 st Rev.	*	32	Original		57	Original
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15	Original		40	Original		65	1 st Rev. *
16	Original		41	Original		66	1 st Rev. *
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20	Original		45	Original		70	1 st Rev. *
21	Original		46	Original		71	1 st Rev. *
22	Original		47	Original		72	1 st Rev.
23	Original		48	Original		73	1 st Rev.
24	Original		49	Original		74	1 st Rev.
25	Original		50	Original		75	1 st Rev.

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SECTION 5.0 - PROMOTIONS

5.1 General

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring charges, recurring charges or usage charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

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EXHIBIT C

Description of Tariff Change

The purpose of this filing is delete the expired promotions (Section 5) and the one obsolete service plan (Section 100) from the Company's tariff.