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Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007  
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T-03287A-96-0579

P.O. Drawer 200  
Winter Park, FL  
32790-0200

RE: Promotion Extension Offered by **BellSouth Long Distance, Inc.**

Dear Sir/Madam:

Tel: 407-740-8575  
Fax: 407-740-0613  
tmi@tminc.com

Enclosed are the original and thirteen (13) copies of this letter filed on behalf of BellSouth Long Distance, Inc. to request approval to extend a special promotion for complex business customers. All other terms and conditions associated with this promotion will remain the same.

In accordance with Section 5.1, Promotions, of BellSouth Long Distance, Inc.'s Arizona Tariff No. 2, the Company proposes the following:

**Revised Complex Business Promotion:**

**BellSouth® Free Month Contract Extension Promotion**

This promotion is available to BellSouth Long Distance, Inc. customers, who previously signed a BellSouth® Business Class Family of Services (BBCFS) Volume/Term agreement of less than three years and agree to extend that contract by at least one year, will receive a one time credit in an amount equal to the Customer's monthly recurring and usage charges for Promotion-eligible Services for one complete billing cycle. Customers must execute the BBCFS, acknowledging enrollment in this promotion, no later than March 31, 2005. This Promotion shall only apply to eligible services ordered under the Services Agreement and were installed and activated as of the effective date of the Agreement.

- (1) The Free Month will be applied as follows:
  - (a) Customers with an original Term of one year, as defined in the original Services Agreement, and that are extending their contract at least one year using the Amendment will receive a Free Month applied to, and calculated based on, the thirteenth billing cycle (bill 13) from the original Services Agreement commencement date.

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**Revised Complex Business Promotion: (continued)**

**BellSouth® Free Month Contract Extension Promotion, (continued)**

- (1) The Free Month will be applied as follows: (continued)
  - (b) Customers with an original Term of two years, as defined in the original Services Agreement, and that are extending their contract at least one year using the Amendment will receive a Free Month applied to, and calculated based on, the twenty-fifth billing cycle (bill 25) from the original Services Agreement commencement date.
  - (c) Customers with an original Term of three years, as defined in the original Services Agreement, and that are extending their contract at least one year using the Amendment will receive a Free Month applied to, and calculated based on, the thirty-seventh billing cycle (bill 37) from the original Services Agreement commencement date.
- (2) The monthly 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 as amended.
- (3) The free month of service include the waiver of all BellSouth Long Distance MRCs and usage charges, including loop charges for the following: BellSouth® Dial Direct Service, BellSouth® Toll-Free Service, BellSouth® Long Distance Voice VPN, BellSouth® Long Distance Calling Card, BellSouth® Long Distance Dedicated Access Service, BellSouth® Long Distance Private Line Service, BellSouth® Long Distance ATM Service and BellSouth® Long Distance Frame Relay Service.
- (4) Free months does NOT include the following:
  - (a) International Data Services (ATM, Frame Relay or Private Line)
  - (b) BellSouth® Conference Services
  - (c) Any Local, County, State and Federal Taxes
  - (d) Any other Charges and Fees - including USF, PICC, Operator Services, Payphone Surcharges, Directory Assistance and all special billing delivery charges.
- (5) This Promotion is coterminous with the Customer's Amended BellSouth Business Class Family of Services Agreement.

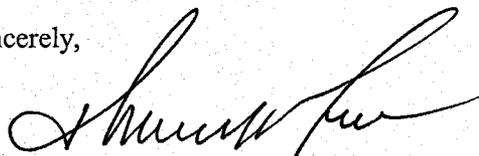
In addition to any contractual early termination penalties, as stipulated in the Customer's BBCFS Agreement, premature termination of service(s) under this Promotion will result in the Customer's remuneration of all received credits to BellSouth.

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Arizona Corporation Commission  
December 29, 2004  
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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.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-8575 or [tforte@tminc.com](mailto:tforte@tminc.com). Thank you for your assistance in this matter.

Sincerely,



Thomas M. Forte  
Consultant to BellSouth Long Distance, Inc.

TMF/mw

cc: Mary Jean Dennis - BellSouth  
Robin Taylor - BellSouth  
file: BellSouth - AZ  
tms: AZx0410