

EFFECTIVE: NOVEMBER 15, 2005

ACCESS SERVICE
 CHECK SHEET

The Title Page and Pages 1 to 29-48 inclusive of this tariff are effective as of the date shown.

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2	232nd	18	17th	45	7th
2.1	84th	18.1	5th	46	8th
3	76th	19	6th	47	2nd
3.1	14th	20	15th	48	6th
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5	149th	22	25th	51	8th
5.1	98th	22.1	8th	52	5th
5.1.0.1	3rd	23	8th	53	5th
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8.2	8th	27.4	5th	63	3rd
9	53rd	27.5	1st	63.1	4th
9.0.0.1	30th	27.5.1	Original	64	4th
9.0.0.2	18th	27.6	6th	65	7th
9.0.1	21st	27.6.1	1st	66	3rd
9.0.1.1	6th	27.7	12th	67	9th
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9.0.3	14th	27.7.1.1	2nd	68	5th
9.0.3.1	1st	27.7.1.2	Original	69	6th
9.0.4	19th	27.8	2nd	69.1	1st
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9.0.5	47th	30	2nd	72	11th
9.0.5.1	31st	31	8th	72.1	5th
9.0.5.2	44th*	31.1	8th	73	5th
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9.0.5.3	4th	33	6th	74.1	6th
9.1	Original	34	6th	75	10th
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12.1	6th	38	8th	75.2.1	1st
13	14th	39	5th	76	5th
14	7th	40	7th	77	3rd
14.1	4th	41	3rd		

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

* New or Revised Page

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: NOVEMBER 14, 2005

TARIFF F.C.C. NO. 1
 44TH REVISED PAGE 9.0.5.2
 CANCELS 43RD REVISED PAGE 9.0.5.2

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25 – CONTRACT TARIFFS

25.16 Incentive Plans (Cont'd)¹

(N)

25.16.5 Incentive Plan – Channelized LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) (Cont'd)

25.16.5.1 General Regulations

- (A) An Incentive Plan for Channelized LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) will be offered for a nine-month period beginning November 15, 2005, through August 14, 2006, subject to the regulations, terms and conditions provided herein.
- (B) The regulations, terms and conditions for this Incentive Plan shall apply for the Full Service Relief Metropolitan Statistical Areas (MSAs) set forth in Section 23 of this Tariff.
- (C) Rates and charges for services in this Incentive Plan are provided in Section 23 of this Tariff. The Company reserves the right to change the rates, charges, terms and conditions for services in Section 23 and other sections of this Tariff during the Incentive Plan period in (A) above.

25.16.5.21.2 Description

- (A) To qualify for the rewards in this Incentive Plan, the customer must subscribe to new LightGate Service (a.k.a. BellSouth SPA Point to Point Network), described in (F) following, under a Transport Payment Plan (TPP) A (24 month minimum), TPP B (37 to 60 months) or TPP C (61 to 96 months). The TPP regulations, in Section 2.4.8 of this Tariff shall apply, including termination liability regulations.
- (B) Upon subscribing to new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) described in (F) following, the customer will receive credit, as shown below, on the TPP monthly recurring rates for the Local Channel Systems, Optical Terminations, Central Office and Customer Interfaces, Channelization Systems and Interoffice Fixed and Per Mile Channels associated with the service. The credit on TPP rates will apply each month for the duration of the TPP term and will be applied to the customer's bill one month in arrears.
 - TPP A (24 month minimum): 20% credit
 - TPP B (37 to 60 months): 30% credit
 - TPP C (61 to 96 months): 30% credit
- (C) Should the customer disconnect service prior to the TPP term, the customer must repay all monthly recurring credits received under this Incentive Plan and such amount will be billed to the customer within 90 days of the service termination date.

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25 – CONTRACT TARIFFS

25.16 Incentive Plans (Cont'd)¹

(N)

25.16.5 Incentive Plan – Channelized LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) (Cont'd)

25.16.5.2 Description (Cont'd)

- (D) Customers who renew a TPP contract that expires during the Incentive Plan period specified in 25.16.5.1(A) above for the services in herein will qualify for credit on TPP monthly recurring rates. Eligible TPPs for renewal are those that expire during the Incentive Plan period and where termination liability does not apply. The customer may take advantage of this Incentive Plan by renewing the expired TPP under a new TPP A, B or C.
- (E) In addition to (D) above, customers who have fulfilled the minimum term of an existing TPP (i.e., 12 months of TPP A, 37 months of TPP B and 61 months of TPP C) may qualify for this Incentive Plan by either renewing the TPP or entering into a new TPP with a term of 24, 37 or 61 months, as applicable.
- (F) Customers must submit orders during the Incentive Plan period in 25.16.5.1(A) above for the new LightGate Service (a.k.a. BellSouth SPA Point to Point Network) and the service must be installed no later than September 15, 2006.
- (G) The chart below provides the services and rate elements for which the rewards in this Incentive Plan shall apply.

Service Description	Rate Elements	USOCS
LightGate 1, 2, 3, and 4 Services (a.k.a. BellSouth SPA Point to Point Network)	Local Channel Systems	HFSCF, HFSCG, HFSC7, HFSCJ, 1LPEA
LightGate 2 and 3 Services (a.k.a. BellSouth SPA Point to Point Network)	Optical Termination	HFSL2, HFSL3
LightGate 2, 3, and 4 Services (a.k.a. BellSouth SPA Point to Point Network)	DS3 CO and Customer Channel Interfaces	1PQEC, 1PQEP, MQ3CO, 1PQE3
LightGate 1, 2, 3, and 4 Services (a.k.a. BellSouth SPA Point to Point Network)	28 DS1 Channel System	MQ3CO, MQ3C1
LightGate 1 Service (a.k.a. BellSouth SPA Point to Point Network)	I/O Fixed & Per Mile Channels (0-8 & 9-25 mileage bands only)	1LPS8, 1LPE8, 1LPE9, 1LPS9

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25 – CONTRACT TARIFFS

25.16 Incentive Plans (Cont'd)¹

(N)

25.16.5 Incentive Plan – Channelized LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network) (Cont'd)

25.16.5.2 Description (Cont'd)

(H) The rewards in this Incentive Plan will not apply:

- (1) When UNEs or combination of UNEs commingled with services in this Incentive Plan exceed 14 DS1s of an eligible DS3 service capacity. Annual reviews will be performed to determine if commingling of such services has exceeded 14 DS1s of the service capacity of an eligible DS3 facility, at such time credits will be discontinued.
- (2) When UNEs do not terminate and originate at the same serving wire center as the Local Channel for LightGate Service (a.k.a. BellSouth SPA Point-to-Point Network).
- (3) When UNEs connect to a SPA DS1 Interoffice Channel.
- (4) When UNEs connect to an Interoffice Channel and Local Channel for LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point Network).
- (5) For lower level circuits riding on the services in this Incentive Plan and for optional features and functions other than those specified herein.
- (6) When services in this Incentive Plan terminate in a physical or virtual collocation arrangement in a Company central office.
- (7) When services in this Incentive Plan are under a month-to-month billing arrangement.
- (8) Non-Channelized LightGate DS3 Service (a.k.a. BellSouth SPA Point-to-Point Network).

(I) Credits in this Incentive Plan will be applied to the full TPP monthly rates for services in this Incentive Plan and will not be applied to taxes.

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