

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

LIST OF EFFECTIVE SHEETS

Sheets listed below are effective as of the date shown on each sheet.

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NOTE 1: Issued
 NOTE 2: Tariff sheets withdrawn from Advice Letter No. 21608.
 NOTE 3: Pending CPUC Approval of Advice Letter No. 26448.
 NOTE 4: Pending CPUC Approval of Advice Letter No. 26449.
 NOTE 5: Pending CPUC Approval of Advice Letter NO. 26715.

(N)

CC: 5170

Advice Letter No. 26828

Issued by

Date Filed: May 31, 2005

Decision No.

Rhonda Johnson

Effective: June 8, 2005

Executive Director

Resolution No.

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

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COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.1 DESCRIPTION

(N)

From time to time, the Utility may provide certain temporary promotional offerings to its customers. These offerings may be limited to certain dates, times, and/or locations. Also, the promotional pricing of services shall be subject to and offered only where facilities and operating conditions permit.

Unless otherwise stated in the promotion: (1) if the customer does not meet the required terms and conditions of the promotion or disconnects any required service prior to completion of any agreed upon term, no further credits or waivers will be given to the customer; and, (2) the Utility will bill the customer, and the customer will be required to pay, all previous credits and waived charges received pursuant to the promotion. The customer will also be required to pay any charges, payments, disconnection/termination or penalty fees required by the tariffs or any other incorporated promotional offering. Minimum billing as set forth in A2.1.9 is applicable to a promotional offering.

The terms, conditions and early termination fees will apply when the service governed under a promotion is superseded but remains on Pacific Bell's network as a retail product. The terms, conditions and early termination fees continue when the service governed under a promotion are subject to a number change. A promotion is valid when the products and/or services under this promotion are moved, however the customer will be billed the installation charges at the full tariff rate.

For multi-location customers, each service is treated individually and must maintain the terms and conditions for eligibility. A single customer with multiple locations may participate in this promotion.

Unless otherwise specified, a promotion may not be combined with any other promotional offering for the same service(s). Unless otherwise specified, service provided under a 96-A contract may not be combined with a promotion for the same service.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES

Promotional offerings shall include the following:

1. "PRI Forever"

Any new or existing Pacific Bell Primary Rate ISDN business customer who enrolls in this new statewide promotion for 24 months, and adds to existing or newly installs service with a minimum of 1 Primary Rate ISDN package shall receive free installation on PRI and a one time credit of \$900 for Package 1 and/or Package 2, or \$1,215 for Package 3. This promotion expires on November 30, 1999. All services must have a requested installation date of no later than January 30, 2000. (T)

2. "It's PRI"

Any new or existing Pacific Bell Primary Rate ISDN business customer who enrolls in this new statewide promotion for 18 months, and adds to an existing or newly installs service with a minimum of 1 Primary Rate ISDN package shall receive free installation on PRI. This promotion expires on November 30, 1999. All services must have a requested installation date of no later than January 30, 1999. (T)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

3. PRI Gold Collocation 2004

(T)

(D)

(D)

A new promotion for Primary Rate ISDN (PRI) is available to customers with locations in Verizon territory in wire centers in which a Utility collocation arrangement is available and suitably equipped. To qualify for this promotion, the Customer must agree to enroll in this promotion for at least 24 months of service and newly install a minimum of:

(N)

- One (1) Primary Rate ISDN (PRI) Package 1, 2, or 3, including transport, and
- One (1) First Trunk Group, and

Under this promotion, the Customer will receive, on a per serving arrangement basis:

- Waiver of the non-recurring charges associated with PRI Package 1, 2, or 3, including transport,
- Waiver of the non-recurring charges associated with First Trunk Group, and
- A one-time credit for one month of the monthly recurring charges associated with each PRI Package 1, 2, or 3, including transport, and First Trunk Group.

Additionally, at the Customer's option, the Customer can choose to install DID Station Numbers. If the Customer chooses to do so, the Customer is also entitled to receive, on a per serving arrangement basis, a waiver of the non-recurring charges associated with DID Station Numbers and a one-time credit for one month of the monthly recurring charges associated with DID Station Numbers¹.

(N)

NOTE 1: There is a maximum number of 500 DID Station Numbers that qualify for waiver of charges and credits under this promotion.

(N)

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)
 3. PRI Gold Collocation 2004 (Cont'd)

Early termination fees are applied on a per PRI interface package basis. Service adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fees. The Customer is required to retain the service for a minimum period of 24 months from the installation date. The Customer may make changes, except disconnection, to the service during the 24-month minimum period at the applicable tariffed rates and charges. Unless otherwise stated in this agreement, if the Customer does not meet the required terms and conditions, disconnects any required terms and conditions, or disconnects any required service prior to completion of any agreed upon term, (1) no further credits or waivers will be give to the Customer; and, (2) the Utility will bill the Customer, and the Customer will be required to pay all previous credits and waived charges received pursuant to the promotion. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

Unless otherwise specified, customers with services governed under G.O. 96-A contracts do not qualify for this promotion. Services installed under this offering may not participate in other promotions containing one or more of the same services specified in this offering. Unless otherwise specified, customers participating in this offer may also participate in promotions for other services.

This promotion is available only to customers whose premises are located in the following Verizon wire centers:

AZUSCAXF (T)	HNBHCAXL (T)	MURTCAXF ¹	RNCACAXF ¹	UPLDCAXF (T)
BLPKCAXF (T)	LAPNCAXG	MSCYCAXF (T)	CCMNCAXF (T)	WLNTCAXF ¹
BRDNCAXF ¹	LAPNCAXL	NWPKCAXF (T)	RDLDCAXF	WMNSCAXF (T)
CMRLCAXF (T)	LAPNCAXF	ONTRCAXM ¹	RDBHCAXF	NOVTCAXF
CHNOCAXF	LVRNCAXF (T)	ONTRCAXF ¹	RLHLCAXF	CLCYCAXG
CLMTCAXF	LGBHCAXF ¹	ONTRCAXG ¹	SNBRCAXK	PDRYCAXF
THOKCAXH	LNCSCAXG (T)	OXNRCAXF (T)	SNFNCAXG	SNMNCAXG
COVNCAXF	LNCSCAXF	OXNRCAXG	SPLVCAXF (T)	SNMNCAXJ
EDMTCAXF	LMLNCAXF	PACMCAXF (T)	SLGBCAXF ¹	WLANCAXF
ELRICAXF	LNBHCAXG	PLDSCAXF ¹	SYLMCAXF (T)	WLANCAXG
ETWNCAXF	LNBHCAXF	PLSPCAXG ¹	SNBRCAXH ¹	WLANCAXH
GLNDCAFX	LNBHCAXH	PSDNCAXF (T)	SNBRCAXL (T)	WLANCAXJ
HRBHCAXA	LNBHCAXL	PERSCAXF ¹	SNYMCAFX ¹	BELRCAXF ¹
HNBHCAXH	LSSRCAXF	MUGUCAXF (T)	THOKCAXF (T)	PCPLCAXF ¹
HNBHCAXG	MNBHCAXF	POMNCAXF	TRNCCAXF (T)	
HNBHCAXF (T)	MNRVCAXG (T)	QZHLCAFX (T)	TRNCCAXG ¹	

This promotion is offered from January 6, 2004 for a maximum of 120 days.

This promotion is extended and is now offered from May 5, 2004 for a maximum of 120 additional days for a maximum total of 240 days. (N)

NOTE 1: As of the date of filing, these wire centers are not yet operational. When these wire centers are operational, the promotion will apply to customers served from these wire centers. (N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

4. "DS1 for 1 Year (12 Months)"

For each newly installed IntraLATA Special Access DS1 High Capacity Subscriber Access Line (SAL) terminating at end-user customer's premises in GTEC territory only, purchased under this promotion, will receive a one-time credit of \$300.00 for each SAL purchased under this promotion. This promotion expires on November 30, 1999 and all installations must be completed no later than January 30, 2000.

Circuits installed under this promotion may not participate in other HiCap promotions. Customers participating in this promotion may also participate in promotions for other services including, but not limited to, Usage, Centrex, SuperTrunk and FasTrak Frame Relay.

Early Termination Fees are applied on a per circuit basis. Circuit adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fee penalties. Early Termination Fees are applicable when a circuit is disconnected or moved to the F.C.C. No. 1 Tariff.

(T)
(T)

The customer is required to retain the service for a minimum period of one year (12 months) from the installation date. If, at any time during the 12 month minimum period following installation, the service is disconnected as a result of a customer request or disconnection of the customer's service in accordance with the Utility's applicable tariffs, the customer will be charged a portion of the non recurring charges waived at the time of the installation. Each month the customer retains the service the termination liability will be reduced by 1/12th of the non recurring rate in effect at the time of installation.

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

5. "DS1 for 2 Years (24 Months)"

For each newly installed IntraLATA Special Access DS1 High Capacity Subscriber Access Line (SAL) terminating at end-user customer's premises in GTEC territory only, purchased for 24 months under this promotion, will receive free installation for each SAL purchased under this promotion. This promotion expires on November 30, 1999 and all installations must be completed no later than January 30, 2000.

Circuits installed under this promotion may not participate in other HiCap promotions. Customers participating in this promotion may also participate in promotions for other services including, but not limited to, Usage, Centrex, SuperTrunk and FasTrak Frame Relay.

Early Termination Fees are applied on a per circuit basis. Circuit adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fee penalties. Early Termination Fees are applicable when a circuit is disconnected or moved to the F.C.C. No. 1 Tariff. (T)
(T)

The customer is required to retain the service for a minimum period of two years (24 months) from the installation date. If, at any time during the 24 month minimum period following installation, the service is disconnected as a result of a customer request or disconnection of the customer's service in accordance with the Utility's applicable tariffs, the customer will be charged a portion of the non recurring charges waived at the time of the installation. Each month the customer retains the service the termination liability will be reduced by 1/24th of the non recurring rate in effect at the time of installation.

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

6. "DS1 for 3 Years (36 Months)"

For each newly installed IntraLATA Special Access DS1 High Capacity Subscriber Access Line (SAL) terminating at end-user customer's premises in GTEC territory only, purchased for 36 months under this promotion, will receive free installation for each SAL purchased under this promotion, plus a one-time credit of \$1,000.00. This promotion expires on November 30, 1999 and all installations must be completed no later than January 30, 2000.

Circuits installed under this promotion may not participate in other HiCap promotions. Customers participating in this promotion may also participate in promotions for other services including, but not limited to, Usage, Centrex, SuperTrunk and FasTrak Frame Relay.

Early Termination Fees are applied on a per circuit basis. Circuit adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fee penalties. Early Termination Fees are applicable when a circuit is disconnected or moved to the F.C.C. No. 1 Tariff. (T)
(T)

The customer is required to retain the service for a minimum period of three years (36 months) from the installation date. If, at any time during the 36 month minimum period following installation, the service is disconnected as a result of a customer request or disconnection of the customer's service in accordance with the Utility's applicable tariffs, the customer will be charged a portion of the non recurring charges waived at the time of the installation. Each month the customer retains the service the termination liability will be reduced by 1/36th of the non recurring rate in effect at the time of installation.

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

7. "DS3 for 3 Years (36 Months)"

For each newly installed IntraLATA Special Access DS3 High Capacity Subscriber Access Line (SAL) with terminating equipment terminating at end-user customer's premises in GTEC territory only, purchased under a 36-month term plan under this promotion, will receive a one-time credit of \$34,848.00. This promotion expires on November 30, 1999 and all installations must be completed no later than January 30, 2000. This promotion does not apply to IntraLATA Special Access DS3 High Capacity Subscriber Access Line (SAL) without terminating equipment terminating or those services not terminating at an end-user customer's premises in GTEC territory.

Circuits installed under this promotion may not participate in other HiCap promotions. Customers participating in this promotion may also participate in promotions for other services including, but not limited to, Usage, Centrex, SuperTrunk and FasTrak Frame Relay.

Early Termination Fees are applied on a per circuit basis. Circuit adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fee penalties. Early Termination Fees are applicable when a circuit is disconnected or moved to the F.C.C. No. 1 (T) Tariff. Early termination fees do not apply when customers upgrade (T) their service to Pacific Bell SONET.

The customer is required to retain the service for a minimum period of three years (36 months) from the installation date. If, at any time during the 36 month minimum period following installation, the service is disconnected as a result of a customer request or disconnection of the customer's service in accordance with the Utility's applicable tariffs, the customer will be charged a portion of the non recurring charges waived at the time of the installation. Each month the customer retains the service the termination liability will be reduced by 1/36th of the non recurring rate in effect at the time of installation.

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

8. "LA On FasTrak Frame Relay"

For each customer located in GTEC territory purchasing a new FasTrak Frame Relay service of either 128 Kbps, 384 Kbps or 1.536 Mbps service and agreeing to keep the service for a minimum of 24 months territory will receive the waiver of the installation charge of the FasTrak Frame Relay service. This promotion expires on November 30, 1999 and all installations must be completed no later than January 31, 2000.

Circuits installed under this promotion may not participate in other Frame Relay or HiCap promotions.

Early Termination Fees are applied on a per circuit basis. Early Termination Fees are applicable when a circuit is disconnected or moved to the F.C.C. No. 1 Tariff. If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay, all previous credits and waived charges received pursuant to this promotion. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering. Early termination fees for other associated promotions are as described in those individual offers. Early Termination Fees do not apply if the customer upgrades their service to ATM for the duration of the promotion term. (T)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

9. "Light With SuperTrunk"

This promotion is available to new and existing SuperTrunk customers who enroll in this promotion and make a 24 month commitment to use the following Pacific Bell services:

- SuperTrunk
- High Capacity DS1 (as the SuperTrunk facility)
- Subscribe to Value PromiseSM Plus plan with a \$500 minimum monthly average of non-discounted incremental Pacific Bell Local Toll and/or CUSTOM 8 usage per SuperTrunk per Summary Bill BTN over the life of the 24 month promotion agreement.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or CUSTOM 8 usage commitment level per SuperTrunk per Summary Bill BTN over the life of the 24 month promotion agreement (see Light with SuperTrunk Usage Commitment Level matrix in the Minimum Required Service Section in this document).

Subscribing customers will receive:

- Installation of the SuperTrunk, one Trunk Group and 2 point HiCap DS1 and CUSTOM 8 at no charge. (Applies to new SuperTrunk service only.)
- Installation of Value PromiseSM Plus plan at no charge (Applies to new Value PromiseSM Plus service only.)
- A one-time additional credit equaling:
 - ⇒ A 25% discount on the monthly recurring charges for each SuperTrunk and HiCap DS1.
 - ⇒ Usage award based on the customer's Light with SuperTrunk average monthly discounted usage commitment level for the life of the 24 month promotion agreement.

This promotion is offered from January 2, 1999 through November 30, 1999. (T)
All services must be installed no later than January 30, 2000. (T)

To qualify for the promotion the customer must maintain a minimum incremental non-discounted monthly average Pacific Bell Local Toll and/or CUSTOM 8 usage of \$500.00 per SuperTrunk per Value PromiseSM Plus Summary Bill BTN.

The \$500 minimum monthly average of incremental usage includes the following options:

- A combination of, outbound Local Toll, Inbound CUSTOM 8 and mechanized Local Toll Calling Card.
- Local Toll only.
- CUSTOM 8 only

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)
 9. "Light With SuperTrunk" (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Local Toll usage level over the life of the 24 month promotion agreement as indicated below:

Light with SuperTrunk Usage Commitment Level

¹ Discounted Pacific Bell Local Toll and/or CUSTOM 8 Commitment Level	Applicable One-time Usage Award Credit
\$ 300	\$ 1,500
500	2,500
750	3,750
1,000	5,000
1,250	6,250
1,500	7,500
1,750	8,750
2,000	10,000
2,250	11,250
2,500	12,500
2,750	13,750
3,000	15,000
3,250	16,250
3,500	17,500
3,750	18,750
4,000	20,000
4,250	21,250
4,500	22,500
4,750	23,750
5,000	25,000
5,250	26,250
5,500	27,500
5,750	28,750
6,000	30,000
6,250	31,250
6,500	32,500
6,750	33,750
7,000	35,000
7,250	36,250
7,500	37,500

NOTE 1: Qualifying usage commitment levels are determined at the Value PromiseSM Plus Summary Bill BTN Level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

9. "Light With SuperTrunk" (Cont'd)

(N)

Service obtained under this promotion may not be combined with services purchased under any other Usage product promotions unless otherwise specified. Service obtained under a PBX Trunk promotion may not participate in more than one PBX Trunk promotion for the same PBX Trunk.

This promotion is valid when a customer supersedes, number changes or T&Fs as long as the customer maintains the required 24 month term agreement. The terms, conditions and early termination fees are valid when the services governed under this promotion are moved.

Each Value PromiseSM Plus Summary Bill BTN is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this promotion. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Service locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll of at least \$300, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the promotional usage credit received by the customer and 5 (five) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

10. "Light With PRI" (N)

This promotion is available to new and existing Primary Rate ISDN, Package 1, 2, and/or 3 services when the customer makes a 24 month commitment to use the following Pacific Bell services:

- Install Primary Rate ISDN (new service)
- Install HiCap DS1 (new ISDN facility).
- Value PromiseSM Plus plan with a \$500 minimum monthly average of non-discounted incremental Pacific Bell Local Toll and/or Custom 8 per location within the first two full months billing cycles.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or Custom 8 usage commitment level per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per Summary Bill BTN over the life of the 24 month promotion agreement (see Light with PRI Commitment Level matrix in the Minimum Required Service section in this document).

The customer will receive

- Installation of the Primary Rate ISDN line and 2-point HiCap DS1 at no charge. (Applies to new Primary Rate ISDN service only.)
- Installation of Value PromiseSM Plus plan at no charge. (Applies to new Value PromiseSM Plus service only.)
- Waiver of the installation charge for CUSTOM 8 line (applies to new CUSTOM 8 lines only)
- A one-time additional credit equaling:
 - ⇒ A 15% discount on the monthly recurring charges for each Primary Rate ISDN package 1, 2 or 3.
 - ⇒ A 25% discount on the monthly recurring charges for each HiCap/T1 DS1 for the life of the 24 month promotion agreement.
 - ⇒ Usage award based on the customer's Light with PRI average monthly discounted usage commitment level for the life of the 24 month promotion agreement.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

10. "Light With PRI" (Cont'd)

This promotion is offered from January 2, 1999 through November 30, 1999. (T)
All services orders must be installed no later than January 30, 2000. (T)

To qualify for the promotion the customer must maintain a minimum incremental non-discounted monthly average Pacific Bell Local Toll and or CUSTOM 8 usage of \$500.00 per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per Value PromiseSM Plus Summary Bill BTN.

a. The \$500 minimum monthly average of incremental usage includes the following options:

- Outbound Pacific Bell Local Toll, Inbound CUSTOM 8 and mechanized Pacific Bell Local Toll Calling Card only.
- Pacific Bell Local Toll only.
- Pacific Bell Local Toll Calling Card only.
- Inbound CUSTOM 8 only.

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

10. "Light with PRI" (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Pacific Bell Local Toll usage level over the life of the 24 month promotion agreement as indicated below:

Light with PRI Usage Commitment Level

Discounted Pacific Bell Local Toll and or CUSTOM 8 Usage Commitment Level	Applicable One-time Usage Award Credit
\$ 300	\$ 1,500
500	2,500
750	3,750
1,000	5,000
1,250	6,250
1,500	7,500
1,750	8,750
2,000	10,000
2,250	11,250
2,500	12,500
2,750	13,750
3,000	15,000
3,250	16,250
3,500	17,500
3,750	18,750
4,000	20,000
4,250	21,250
4,500	22,500
4,750	23,750
5,000	25,000
5,250	26,250
5,500	27,500
5,750	28,750
6,000	30,000
6,250	31,250
6,500	32,500
6,750	33,750
7,000	35,000
7,250	36,250
7,500	37,500

NOTE 1: Qualifying usage commitment levels are determined at the Value PromiseSM Plus Summary Bill BTN Level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

10. "Light with PRI" (Cont'd)

(N)

Services obtained under this offer may not participate in Usage, CVN, T-1 and/or Primary Rate ISDN package 1, 2 and/or 3 promotions simultaneously unless otherwise specified.

Each Value PromiseSM Plus Summary Bill BTN is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this promotion. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Customers' locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll of at least \$300, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the promotional usage credit received by the customer and 5 (five) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

11. "Elite With PRI"

(N)

Eligible new and existing Primary Rate ISDN package 1, 2 and/or 3 customers who enroll in this promotion and make a 24 month commitment to the following Pacific Bell services:

- Install Primary Rate ISDN package 1, 2 and/or 3 (applies to new Primary Rate ISDN package 1, 2 and/or 3 customers only).
- Install HiCap/T-1/DS1 (applies to new Primary Rate ISDN package 1, 2 and/or 3 customers only).
- Subscribe to the Value PromiseSM Plus plan with \$1,000 minimum monthly average of incremental non-discounted Local Toll and/or CUSTOM 8 usage per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or Custom 8 usage commitment level per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location over the life of the 24 month promotion agreement (see the Elite with PRI Usage Commitment Level matrix in the Minimum Required Service section in this document).

Receive:

- Installation of the Primary Rate ISDN package 1, 2 and/or 3 line and 2 point HiCap/T1/DS1 at no charge. (Applies to new Primary Rate ISDN package 1, 2 and/or 3 line customers only.)
- Installation of Value PromiseSM Plus plan at no charge (applies to new Value PromiseSM Plus customers only.)
- Waiver of the installation charge for CUSTOM 8 line (applies to new CUSTOM 8 service only)
- A one-time additional credit equaling:
 - ⇒ A 15% discount on the monthly recurring charges for each Primary Rate ISDN package 1, 2 or 3
 - ⇒ A 25% discount on the monthly recurring charges for each HiCap/T1 DS1 for the life of the 24 month promotion agreement.
 - ⇒ Usage award based on the customer's Elite with PRI average monthly discounted usage commitment level for the life of the 24 month promotion agreement.
 - ⇒ A one time credit equal to 50% of the monthly recurring charges each new CUSTOM 8 or each CUSTOM 8 service acquired for the life of the 24 month promotion agreement period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

11. "Elite with PRI" (Cont'd)

The customer must subscribe to a Pacific Bell HiCap/T-1/DS1, Primary Rate ISDN package 1, 2 and/or 3 and Value PromiseSM Plus Plan for 24 months. (There is no maximum number of lines.) To qualify for the promotion the customer must maintain a minimum incremental non-discounted monthly average Pacific Bell Local Toll of \$1,000 per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location.

The \$1,000 minimum monthly average of non-discounted incremental usage includes the following four options:

- Outbound Pacific Bell Local Toll and mechanized Pacific Bell Local Toll Calling Card only.
- Pacific Bell Local Toll only.
- Pacific Bell Inbound CUSTOM 8 only
- A combination of inbound Pacific Bell CUSTOM 8, outbound Pacific Bell Local Toll and mechanized Pacific Bell Local Toll Calling Card

This promotion is offered from January 2, 1999 through November 30, 1999. (N)
All services orders must be installed no later than January 30, 2000 (N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

11. "Elite With PRI" (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Pacific Bell Local Toll usage level per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location over the life of the 24 month promotion agreement as outlined in the following chart:

Elite with PRI Usage Commitment Level

¹ Discounted Pacific Bell Local Toll and or Custom 8 Usage Commitment Level	Applicable One-time Usage Award Credit
\$ 550	\$ 4,950
750	6,750
1,000	9,000
1,250	11,250
1,500	13,500
1,750	15,750
2,000	18,000
2,250	20,250
2,500	22,500
2,750	24,750
3,000	27,000
3,250	29,250
3,500	31,500
3,750	33,750
4,000	36,000
4,250	38,250
4,500	40,500
4,750	42,750
5,000	45,000
5,250	47,250
5,500	49,500
5,750	51,750
6,000	54,000
6,250	56,250
6,500	58,500
6,750	60,750
7,000	63,000
7,250	65,250
7,500	67,500

NOTE 1: Qualifying usage commitment levels are determined at the customer location level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

11. "Elite With PRI" (Cont'd)

(N)

The following may not participate in this promotion:

- Customers participating in other Usage product promotions unless otherwise specified.
- Customers participating in other promotions for PRI package 1, 2, or 3 promotions or High Capacity DS1/DS3 circuits and/or channel termination's

This promotion is valid when a customer supersedes, number changes or T&Fs as long as the customer maintains the required 24 month Term agreement. The terms, conditions and early termination fees are valid when the services governed under this promotion are moved. Each location (UCA) is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this promotion. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Customers' locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll and/or Custom 8 of at least \$550, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the promotional usage credit received by the customer and 9 (nine) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

12. "Elite With SuperTrunk"

Eligible new and existing SuperTrunk customers who enroll in this promotion and make a 24 month commitment to the following Pacific Bell services:

- Install SuperTrunk (New SuperTrunk customers who enroll in this promotion and make a 24 month commitment to the following Pacific Bell service only).
- Install HiCap/T-1/DS1(New SuperTrunk service only).
- Subscribe to the Value PromiseSM Plus plan with \$1,000 minimum monthly average of incremental non-discounted Pacific Bell Local Toll and/or CUSTOM 8 usage per SuperTrunk per location.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or CUSTOM 8 usage commitment level per SuperTrunk per location over the life of the 24 month promotion agreement (see the Elite with SuperTrunk Usage Commitment Level matrix in the Minimum Required Service Section in this document).

Receive:

- Installation of the SuperTrunk, one Trunk Group and 2 point HiCap/T1/DS1 at no charge. (New SuperTrunk service only.)
- Installation of Value PromiseSM Plus plan at no charge (New Value PromiseSM Plus customers only.)
- Waiver of the installation charge for CUSTOM 8 line (applies to new CUSTOM 8 lines only)
- A one-time additional credit equaling:
 - ⇒ A 25% discount on the monthly recurring charges for each SuperTrunk and HiCap for the life of the 24 month promotion agreement.
 - ⇒ Usage award based on the customer's Elite with SuperTrunk average monthly discounted usage commitment level for the life of the 24 month promotion agreement.

This promotion is offered from January 2, 1999 through November 30, 1999. (T)
All orders must be installed no later than January 30, 2000. (T)

The customer must subscribe to a Pacific Bell HiCap/T-1/DS1, SuperTrunk, and Value PromiseSM Plus Plan for 24 months. (There is no maximum number of lines). To qualify for the promotion the customer must maintain a minimum incremental non-discounted monthly average Pacific Bell Local Toll and/or CUSTOM 8 usage of \$1,000 per SuperTrunk per location. The \$1,000 minimum monthly average of non-discounted incremental usage includes the following options:

- A combination of, outbound Pacific Bell Local Toll, inbound CUSTOM 8 calls and mechanized Pacific Bell Local Toll Calling Card.
- Pacific Bell Local Toll only.
- CUSTOM 8 only

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

12. "Elite with SuperTrunk" (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Pacific Bell Local Toll and/or usage level per SuperTrunk per location over the life of the 24 month promotion agreement as outlined in the following chart:

Elite with SuperTrunk Usage Commitment Level

¹ Discounted Pacific Bell Local Toll and/or CUSTOM 8 Usage Commitment Level	Applicable One-time Usage Award Credit
\$ 550	\$ 4,950
750	6,750
1,000	9,000
1,250	11,250
1,500	13,500
1,750	15,750
2,000	18,000
2,250	20,250
2,500	22,500
2,750	24,750
3,000	27,000
3,250	9,250
3,500	31,500
3,750	33,750
4,000	36,000
4,250	38,250
4,500	40,500
4,750	42,750
5,000	45,000
5,250	47,250
5,500	49,500
5,750	51,750
6,000	54,000
6,250	56,250
6,500	58,500
6,750	60,750
7,000	63,000
7,250	65,250
7,500	67,500

NOTE 1: Qualifying usage commitment levels are determined at the location level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

12. "Elite with SuperTrunk" Cont'd)

(N)

The following may not participate in this promotion:

- Customers participating in other Usage product promotions unless
- otherwise specified.
- Service obtained under a PBX Trunk promotion may not participate in
- more than one PBX Trunk promotion simultaneously for the same of PBX Trunk.

This promotion is valid when a customer supersedes, number changes or T&Fs as long as the customer maintains the required 24 month Term agreement. The terms, conditions and early termination fees are valid when the services governed under this promotion are moved. The original time frames and agreed upon services are required when the services governed under this promotion are moved, superseded or number changed. Each location (UCA) is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this promotion. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Customers' locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll and/or Custom 8 of at least \$550, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the promotional usage credit received by the customer and 9 (nine) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

(N)

Continued

**COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS**

19.2 PROMOTIONAL SERVICES (Cont'd)
 13. VPP RENEWAL REWARDS

(N)

New statewide promotion for Value Promisesm Plus (VPP) available to business customers. To qualify for this promotion new and existing VPP customers with 12 months or less left on their current term agreement must sign a Promotion Agreement for a new 24 month commitment. To maintain the qualification the customer must select, meet and maintain a minimum monthly average discounted VPP usage¹ commitment level within the first two full months' billing cycle and over the life of the 24 month commitment period per VPP Summary Bill BTN for Option A or per location for Option B. (Each location can have a maximum of 20 BTN's included in this promotion. The minimum discounted usage commitment levels are \$150 per VPP Summary Bill BTN for Option A or \$500 per location for Option B. The customer receives VPP usage credits ranging from \$450 - \$21,750 for Option A and \$2,500 - \$37,500 for Option B.

VPP Renewal Rewards Commitment levels

Option A Usage Commitment Levels		Option B Usage Commitment Levels	
Discounted VPP Usage Commitment Levels	Applicable Usage Credit	Discounted VPP Usage Commitment Levels	Applicable Usage Credit
\$150	\$450	\$500	\$2,500
\$250	\$750	\$700	\$3,500
\$350	\$1,050	\$900	\$4,500
\$450	\$1,350	\$1,100	\$5,500
\$550	\$1,650	\$1,300	\$6,500
\$650	\$1,950	\$1,500	\$7,500
\$750	\$2,250	\$1,700	\$8,500
\$850	\$2,550	\$1,900	\$9,500
\$950	\$2,850	\$2,100	\$10,500
\$1,050	\$3,150	\$2,300	\$11,500
\$1,150	\$3,450	\$2,500	\$12,500
\$1,250	\$3,750	\$2,700	\$13,500
\$1,350	\$4,050	\$2,900	\$14,500
\$1,450	\$4,350	\$3,100	\$15,500
\$1,550	\$4,650	\$3,300	\$16,500

NOTE 1: VPP usage includes Local Toll and/or IntraLATA Custom 8 and/or ZUM Zone 3 and/or mechanized IntraLATA Calling Card.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)
 13. VPP RENEWAL REWARDS (Cont'd)

(N)

VPP Renewal Rewards Commitment Levels (Cont'd)

Option A Usage Commitment Levels		Option B Usage Commitment Levels	
Discounted VPP Usage Commitment Levels	Applicable Usage Credit	Discounted VPP Usage Commitment Levels	Applicable Usage Credit
\$1,650	\$4,950	\$3,500	\$17,500
\$1,750	\$5,250	\$3,700	\$18,500
\$1,850	\$5,550	\$3,900	\$19,500
\$1,950	\$5,850	\$4,100	\$20,500
\$2,050	\$6,150	\$4,300	\$21,500
\$2,150	\$6,450	\$4,500	\$22,500
\$2,250	\$6,750	\$4,700	\$23,500
\$2,350	\$7,050	\$4,900	\$24,500
\$2,450	\$7,350	\$5,100	\$25,500
\$2,550	\$7,650	\$5,300	\$26,500
\$2,650	\$7,950	\$5,500	\$27,500
\$2,750	\$8,250	\$5,700	\$28,500
\$2,850	\$8,550	\$5,900	\$29,500
\$2,950	\$8,850	\$6,100	\$30,500
\$3,050	\$9,150	\$6,300	\$31,500
\$3,250	\$9,750	\$6,500	\$32,500
\$3,650	\$10,950	\$6,700	\$33,500
\$4,050	\$12,150	\$6,900	\$34,500
\$4,450	\$13,350	\$7,100	\$35,500
\$4,850	\$14,550	\$7,300	\$36,500
\$5,250	\$15,750	\$7,500	\$37,500
\$5,650	\$16,950		
\$6,050	\$18,150		
\$6,450	\$19,350		
\$6,850	\$20,550		
\$7,250	\$21,750		

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

13. VPP RENEWAL REWARDS (Cont'd)

(N)

Early termination fees associated with VPP apply. If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and the Utility will bill the customer for, and the customer agrees to pay all previous credits and waived charges received pursuant to this promotion, except as set forth below. In addition, the customer agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

The minimum monthly average discounted usage must be 100% of the committed VPP usage level for months 1-2 after the customer has completed two (2) full months billing cycles or the customer is disqualified from this promotion and the Early Termination fees will apply, except as set forth below.

For option B customer's only, the minimum monthly average discounted usage must be at least 90% of the committed VPP usage level for months 1-9 after the customer has completed nine (9) full months billing cycles or the customer is disqualified from this promotion and the Early Termination fees will apply.

The minimum monthly average discounted usage must be at least 90% of the committed VPP usage level for months 1-16 after the customer has completed sixteen (16) full months billing cycles or the customer is disqualified from this promotion and the Early Termination fees will apply.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

13. VPP RENEWAL REWARDS (Cont'd)

(N)

The minimum monthly average discounted usage must be at least 100% of the committed Value Promise Plussm usage level for months 1-24 after the customer has completed twenty-four full months billing cycles. If not, the customer is disqualified from this promotion and the Early Termination fees will apply. Alternatively, the Utility will calculate and off-set from the final credit to be paid for the customer's location for Option B customers and the Summary Bill BTN for Option A customer, which is still in service at the end of the Agreement term and which has not met it's monthly average discounted VPP usage commitment averaged over months 1 through 24, but which has a VPP discounted monthly average usage of at least \$150 for Option A customers and \$500 for Option B customers. The "final credit" due will be calculated as follows: (I) by determining the anticipated credit to the customer based on the usage commitment level selected by the customer, less (ii) the total credit earned by the customer over the term commitment based on actual usage (equal to three (3) times the average monthly discounted VPP actual usage billed over the 24 month term of Option A customers and five (5) times the average monthly discounted VPP actual usage billed over the 24 month term for Option B customers). A positive "final credit" value represents the final credit due payment; a negative "final credit" value represents an overpayment of credits to the customer, which shall be charged to the customer on the next possible bill. Locations failing to meet the \$500 minimum threshold for Option B customers and Summary Bill BTNs failing to meet the \$150 minimum threshold for Option A customers will forfeit any previous credits granted, which shall be charged to the customer.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

13. VPP RENEWAL REWARDS (Cont'd)

(N)

Early termination fees apply when customers upgrade their service to another Pacific Bell product or service. After the customer completes two full months billing, the Promotion Center will validate that the customer has signed up for a new 24 month VPP term commitment and has met the selected usage commitment level. If the Promotion Center determines that the customer has met the new 24 month VPP term commitment requirement but has not met their selected usage commitment level, the customer may, on an one-time basis only, negotiate a revised minimum VPP usage commitment level and a modified Promotion Agreement form must be signed by the customer with the revised selection of the minimum VPP usage commitment level. The VPP credits provided to the customer will then be based on the revised minimum VPP usage commitment level selected. No further adjustments will be made to the customer's minimum VPP usage commitment level throughout the life of the 24 month term agreement period.

Unless otherwise specified, customers participating in other usage product promotions are not eligible for this promotion. Services covered under G.O. 96-A and custom contracts are not eligible for this promotion.

This promotion is offered from March 15, 1999 through February 29, 2000.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

14. "It's PRI"

(N)

Any new or existing Pacific Bell Primary Rate ISDN business customer who enrolls in this new statewide promotion for 18 months, and adds to an existing or newly installs service with a minimum of 1 Primary Rate ISDN package shall receive free installation on PRI. This promotion expires on November 30, 2000. All services must have a requested installation date of no later than January 30, 2001.

15. "SuperTrunk Gold"

Any new or existing SuperTrunk customer who orders new service, enrolls in this Promotion for 24 months, and purchases a minimum of one (1) SuperTrunk, HiCap, and first Trunk Group will receives free installation on SuperTrunk, HiCap and first Trunk Group. Services governed under a Usage Contract may participate in this promotion. This promotion may not be combined with any other product promotion for HiCap and SuperTrunk, or services provided under a 96A Contract. This promotion expires on November 30, 2000. All services must have a requested installation date of no later than January 30, 2001.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

16. "DS1 for 1 Year (12 Months)"

(N)

For each newly installed IntraLATA Special Access DS1 High Capacity Subscriber Access Line (SAL) terminating at end-user customer's premises in GTEC territory only, purchased under this promotion, will receive a one-time credit of \$300.00 for each SAL purchased under this promotion. This promotion expires on November 30, 2000 and all installations must be completed no later than January 30, 2001.

Circuits installed under this promotion may not participate in other HiCap promotions. Customers participating in this promotion may also participate in promotions for other services including, but not limited to, Usage, Centrex, SuperTrunk and FasTrak Frame Relay.

Early Termination Fees are applied on a per circuit basis. Circuit adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fee penalties. Early Termination Fees are applicable when a circuit is disconnected or moved to the FCC 128 Tariff.

The customer is required to retain the service for a minimum period of one year (12 months) from the installation date. If, at any time during the 12 month minimum period following installation, the service is disconnected as a result of a customer request or disconnection of the customer's service in accordance with the Utility's applicable tariffs, the customer will be charged a portion of the non recurring charges waived at the time of the installation. Each month the customer retains the service the termination liability will be reduced by 1/12th of the non recurring rate in effect at the time of installation.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

17. "DS1 for 2 Years (24 Months)"

(N)

For each newly installed IntraLATA Special Access DS1 High Capacity Subscriber Access Line (SAL) terminating at end-user customer's premises in GTEC territory only, purchased for 24 months under this promotion, will receive free installation for each SAL purchased under this promotion. This promotion expires on November 30, 2000 and all installations must be completed no later than January 30, 2001.

Circuits installed under this promotion may not participate in other HiCap promotions. Customers participating in this promotion may also participate in promotions for other services including, but not limited to, Usage, Centrex, SuperTrunk and FasTrak Frame Relay.

Early Termination Fees are applied on a per circuit basis. Circuit adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fee penalties. Early Termination Fees are applicable when a circuit is disconnected or moved to the FCC 128 Tariff.

The customer is required to retain the service for a minimum period of two years (24 months) from the installation date. If, at any time during the 24 month minimum period following installation, the service is disconnected as a result of a customer request or disconnection of the customer's service in accordance with the Utility's applicable tariffs, the customer will be charged a portion of the non recurring charges waived at the time of the installation. Each month the customer retains the service the termination liability will be reduced by 1/24th of the non recurring rate in effect at the time of installation.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

18. "DS1 for 3 Years (36 Months)"

(N)

For each newly installed IntraLATA Special Access DS1 High Capacity Subscriber Access Line (SAL) terminating at end-user customer's premises in GTEC territory only, purchased for 36 months under this promotion, will receive free installation for each SAL purchased under this promotion, plus a one-time credit of \$1,000.00. This promotion expires on November 30, 2000 and all installations must be completed no later than January 30, 2001.

Circuits installed under this promotion may not participate in other HiCap promotions. Customers participating in this promotion may also participate in promotions for other services including, but not limited to, Usage, Centrex, SuperTrunk and FasTrak Frame Relay.

Early Termination Fees are applied on a per circuit basis. Circuit adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fee penalties. Early Termination Fees are applicable when a circuit is disconnected or moved to the FCC 128 Tariff.

The customer is required to retain the service for a minimum period of three years (36 months) from the installation date. If, at any time during the 36 month minimum period following installation, the service is disconnected as a result of a customer request or disconnection of the customer's service in accordance with the Utility's applicable tariffs, the customer will be charged a portion of the non recurring charges waived at the time of the installation. Each month the customer retains the service the termination liability will be reduced by 1/36th of the non recurring rate in effect at the time of installation.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

19. "DS3 for 3 Years (36 Months)"

(N)

For each newly installed IntraLATA Special Access DS3 High Capacity Subscriber Access Line (SAL) with terminating equipment terminating at end-user customer's premises in GTEC territory only, purchased under a 36-month term plan under this promotion, will receive a one-time credit of \$34,848.00.¹ This promotion expires on November 30, 2000 and all installations must be completed no later than January 30, 2001. This promotion does not apply to IntraLATA Special Access DS3 High Capacity Subscriber Access Line (SAL) without terminating equipment terminating or those services not terminating at an end-user customer's premises in GTEC territory.

Circuits installed under this promotion may not participate in other HiCap promotions. Customers participating in this promotion may also participate in promotions for other services including, but not limited to, Usage, Centrex, SuperTrunk and FasTrak Frame Relay.

Early Termination Fees are applied on a per circuit basis. Circuit adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fee penalties. Early Termination Fees are applicable when a circuit is disconnected or moved to the FCC 128 Tariff. Early termination fees do not apply when customers upgrade their service to Pacific Bell SONET.

The customer is required to retain the service for a minimum period of three years (36 months) from the installation date. If, at any time during the 36 month minimum period following installation, the service is disconnected as a result of a customer request or disconnection of the customer's service in accordance with the Utility's applicable tariffs, the customer will be charged a portion of the non recurring charges waived at the time of the installation. Each month the customer retains the service the termination liability will be reduced by 1/36th of the non recurring rate in effect at the time of installation.

(N)

NOTE 1: The customer also receives the waiver of the installation change (NRC) for the HICAP DS3.

(N)

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

20. PRI Gold Collocation 2003

(T)

A new promotion for Primary Rate ISDN (PRI) is available to customers with locations in Verizon territory in wire centers in which a Utility collocation arrangement is available and suitably equipped. To qualify for this promotion, the Customer must agree to enroll in this promotion for at least 24 months of service and newly install a minimum of:

(N)

- One (1) Primary Rate ISDN (PRI) Package 1, 2, or 3, including transport, and
- One (1) First Trunk Group.

Under this promotion, the Customer will receive, on a per serving arrangement basis:

- Waiver of the non-recurring charges associated with PRI Package 1, 2, or 3, including transport,
- Waiver of the non-recurring charges associated with First Trunk Group, and
- A one-time credit for one month of the monthly recurring charges associated with each PRI Package 1, 2, or 3, including transport, and First Trunk Group.

Additionally, at the Customer's option, the Customer can choose to install DID Station Numbers. If the Customer chooses to do so, the Customer is also entitled to receive, on a per serving arrangement basis, a waiver of the non-recurring charges associated with DID Station Numbers and a one-time credit for one month of the monthly recurring charges associated with DID Station Numbers¹.

Early termination fees are applied on a per PRI interface package basis. Service adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fees. The Customer is required to retain the service for a minimum period of 24 months from the installation date. The Customer may make changes, except disconnection, to the service during the 24-month minimum period at the applicable tariffed rates and charges. Unless otherwise stated in this agreement, if the Customer does not meet the required terms and conditions, disconnects any required terms and conditions, or disconnects any required service prior to completion of any agreed upon term, (1) no further credits or waivers will be given to the Customer; and, (2) the Utility will bill the Customer, and the Customer will be required to pay all previous credits and waived charges received pursuant to the promotion. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

NOTE 1: There is a maximum number of 500 DID Station Numbers that qualify for waiver of charges and credits under this promotion.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

20. PRI Gold Collocation 2003 (Cont'd)

Unless otherwise specified, customers with services governed under G.O. 96-A contracts do not qualify for this promotion. Services installed under this offering may not participate in other promotions containing one or more of the same services specified in this offering. Unless otherwise specified, customers participating in this offer may also participate in promotions for other services.

This promotion is available only to customers whose premises are located in the following Verizon wire centers:

NOVTCAXF
WLANCAXH
WLANCAXG
WLANCAXF
WLANCAXJ
SNMNCAXG
SNMNCAXJ
PDRYCAXF
CLCYCAXG
BELRCAXF¹
PCPLCAXF¹

This promotion is offered from February 14, 2003 through June 10, 2003.

This promotion is extended and now may be offered from June 11, 2003 for (N)
a maximum of 120 additional days for a maximum total of 237 days. (N)

NOTE 1: As of the date of filing, these wire centers are not yet operational. When these wire centers are operational, the promotion will apply to customers served from these wire centers.

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

21. "Light With SuperTrunk"

(N)

This promotion is available to new and existing SuperTrunk customers who enroll in this promotion and make a 24 month commitment to use the following Pacific Bell services:

- SuperTrunk
- High Capacity DS1 (as the SuperTrunk facility)
- Subscribe to Value PromiseSM Plus plan with a \$500 minimum monthly average of non-discounted incremental Pacific Bell Local Toll and/or CUSTOM 8 usage per SuperTrunk per Summary Bill BTN over the life of the 24 month promotion agreement.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or CUSTOM 8 usage commitment level per SuperTrunk per Summary Bill BTN over the life of the 24 month promotion agreement (see Light with SuperTrunk Usage Commitment Level matrix in the Minimum Required Service Section in this document).

Subscribing customers will receive:

- Installation of the SuperTrunk, one Trunk Group and 2 point HiCap DS1 and CUSTOM 8 at no charge. (Applies to new SuperTrunk service only.)
- Installation of Value PromiseSM Plus plan at no charge (Applies to new Value PromiseSM Plus service only.)
- A one-time additional credit equaling:
 - ⇒ A 25% discount on the monthly recurring charges for each SuperTrunk and HiCap DS1.
 - ⇒ Usage award based on the customer's Light with SuperTrunk average monthly discounted usage commitment level for the life of the 24 month promotion agreement.

This promotion is offered from February 1, 2000 through November 30, 2000. All services must be installed no later than January 30, 2001.

To qualify for the promotion the customer must maintain a minimum incremental non-discounted monthly average Pacific Bell Local Toll and/or CUSTOM 8 usage of \$500.00 per SuperTrunk per Value PromiseSM Plus Summary Bill BTN.

The \$500 minimum monthly average of incremental usage includes the following options:

- A combination of, outbound Local Toll, Inbound CUSTOM 8 and mechanized Local Toll Calling Card.
- Local Toll only.
- CUSTOM 8 only

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

21. "Light With SuperTrunk" (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Local Toll usage level over the life of the 24 month promotion agreement as indicated below:

Light with SuperTrunk Usage Commitment Level

Discounted Pacific Bell Local Toll and/or CUSTOM 8 Commitment Level	Applicable One-time Usage Award Credit
\$ 300	\$ 1,500
500	2,500
750	3,750
1,000	5,000
1,250	6,250
1,500	7,500
1,750	8,750
2,000	10,000
2,250	11,250
2,500	12,500
2,750	13,750
3,000	15,000
3,250	16,250
3,500	17,500
3,750	18,750
4,000	20,000
4,250	21,250
4,500	22,500
4,750	23,750
5,000	25,000
5,250	26,250
5,500	27,500
5,750	28,750
6,000	30,000
6,250	31,250
6,500	32,500
6,750	33,750
7,000	35,000
7,250	36,250
7,500	37,500

NOTE 1: Qualifying usage commitment levels are determined at the Value PromiseSM Plus Summary Bill BTN Level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

21. "Light With SuperTrunk" (Cont'd)

(N)

Service obtained under this promotion may not be combined with services purchased under any other Usage product promotions unless otherwise specified. Service obtained under a PBX Trunk promotion may not participate in more than one PBX Trunk promotion for the same PBX Trunk.

This promotion is valid when a customer supersedes, number changes or T&Fs as long as the customer maintains the required 24 month term agreement. The terms, conditions and early termination fees are valid when the services governed under this promotion are moved.

Each Value PromiseSM Plus Summary Bill BTN is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this promotion. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Service locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll of at least \$300, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the promotional usage credit received by the customer and 5 (five) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

22. "Light With PRI"

(N)

This promotion is available to new and existing Primary Rate ISDN, Package 1, 2, and/or 3 services when the customer makes a 24 month commitment to use the following Pacific Bell services:

- Install Primary Rate ISDN (new service)
- Install HiCap DS1 (new ISDN facility).
- Value PromiseSM Plus plan with a \$500 minimum monthly average of non-discounted incremental Pacific Bell Local Toll and/or Custom 8 per location within the first two full months billing cycles.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or Custom 8 usage commitment level per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per Summary Bill BTN over the life of the 24 month promotion agreement (see Light with PRI Commitment Level matrix in the Minimum Required Service section in this document).

The customer will receive

- Installation of the Primary Rate ISDN line and 2-point HiCap DS1 at no charge. (Applies to new Primary Rate ISDN service only.)
- Installation of Value PromiseSM Plus plan at no charge. (Applies to new Value PromiseSM Plus service only.)
- Waiver of the installation charge for CUSTOM 8 line (applies to new CUSTOM 8 lines only)
- A one-time additional credit equaling:
 - ⇒ A 15% discount on the monthly recurring charges for each Primary Rate ISDN package 1, 2 or 3.
 - ⇒ A 25% discount on the monthly recurring charges for each HiCap/T1 DS1 for the life of the 24 month promotion agreement.
 - ⇒ Usage award based on the customer's Light with PRI average monthly discounted usage commitment level for the life of the 24 month promotion agreement.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

22. "Light With PRI" (Cont'd)

(N)

This promotion is offered from February 1, 2000 through November 30, 2000. All services orders must be installed no later than January 30, 2001.

To qualify for the promotion the customer must maintain a minimum incremental non-discounted monthly average Pacific Bell Local Toll and or CUSTOM 8 usage of \$500.00 per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per Value PromiseSM Plus Summary Bill BTN.

a. The \$500 minimum monthly average of incremental usage includes the following options:

- Outbound Pacific Bell Local Toll, Inbound CUSTOM 8 and mechanized Pacific Bell Local Toll Calling Card only.
- Pacific Bell Local Toll only.
- Pacific Bell Local Toll Calling Card only.
- Inbound CUSTOM 8 only.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

22. "Light with PRI" (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Pacific Bell Local Toll usage level over the life of the 24 month promotion agreement as indicated below:

Light with PRI Usage Commitment Level

Discounted Pacific Bell Local Toll and or CUSTOM 8 Usage Commitment Level	Applicable One-time Usage Award Credit
\$ 300	\$ 1,500
500	2,500
750	3,750
1,000	5,000
1,250	6,250
1,500	7,500
1,750	8,750
2,000	10,000
2,250	11,250
2,500	12,500
2,750	13,750
3,000	15,000
3,250	16,250
3,500	17,500
3,750	18,750
4,000	20,000
4,250	21,250
4,500	22,500
4,750	23,750
5,000	25,000
5,250	26,250
5,500	27,500
5,750	28,750
6,000	30,000
6,250	31,250
6,500	32,500
6,750	33,750
7,000	35,000
7,250	36,250
7,500	37,500

NOTE 1: Qualifying usage commitment levels are determined at the Value PromiseSM Plus Summary Bill BTN Level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

22. "Light with PRI" (Cont'd)

(N)

Services obtained under this offer may not participate in Usage, CVN, T-1 and/or Primary Rate ISDN package 1, 2 and/or 3 promotions simultaneously unless otherwise specified.

Each Value PromiseSM Plus Summary Bill BTN is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this promotion. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Customers' locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll of at least \$300, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the promotional usage credit received by the customer and 5 (five) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

23. "Elite With PRI"

(N)

Eligible new and existing Primary Rate ISDN package 1, 2 and/or 3 customers who enroll in this promotion and make a 24 month commitment to the following Pacific Bell services:

- Install Primary Rate ISDN package 1, 2 and/or 3 (applies to new Primary Rate ISDN package 1, 2 and/or 3 customers only).
- Install HiCap/T-1/DS1 (applies to new Primary Rate ISDN package 1, 2 and/or 3 customers only).
- Subscribe to the Value PromiseSM Plus plan with \$1,000 minimum monthly average of incremental non-discounted Local Toll and/or CUSTOM 8 usage per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or Custom 8 usage commitment level per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location over the life of the 24 month promotion agreement (see the Elite with PRI Usage Commitment Level matrix in the Minimum Required Service section in this document).

Receive:

- Installation of the Primary Rate ISDN package 1, 2 and/or 3 line and 2 point HiCap/T1/DS1 at no charge. (Applies to new Primary Rate ISDN package 1, 2 and/or 3 line customers only.)
- Installation of Value PromiseSM Plus plan at no charge (applies to new Value PromiseSM Plus customers only.)
- Waiver of the installation charge for CUSTOM 8 line (applies to new CUSTOM 8 service only)
- A one-time additional credit equaling:
 - ⇒ A 15% discount on the monthly recurring charges for each Primary Rate ISDN package 1, 2 or 3
 - ⇒ A 25% discount on the monthly recurring charges for each HiCap/T1 DS1 for the life of the 24 month promotion agreement.
 - ⇒ Usage award based on the customer's Elite with PRI average monthly discounted usage commitment level for the life of the 24 month promotion agreement.
 - ⇒ A one time credit equal to 50% of the monthly recurring charges each new CUSTOM 8 or each CUSTOM 8 service acquired for the life of the 24 month promotion agreement period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

23. "Elite with PRI" (Cont'd)

(N)

The customer must subscribe to a Pacific Bell HiCap/T-1/DS1, Primary Rate ISDN package 1, 2 and/or 3 and Value PromiseSM Plus Plan for 24 months. (There is no maximum number of lines.) To qualify for the promotion the customer must maintain a minimum incremental non-discounted monthly average Pacific Bell Local Toll of \$1,000 per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location.

The \$1,000 minimum monthly average of non-discounted incremental usage includes the following four options:

- Outbound Pacific Bell Local Toll and mechanized Pacific Bell Local Toll Calling Card only.
- Pacific Bell Local Toll only.
- Pacific Bell Inbound CUSTOM 8 only
- A combination of inbound Pacific Bell CUSTOM 8, outbound Pacific Bell Local Toll and mechanized Pacific Bell Local Toll Calling Card

This promotion is offered from February 1, 2000 through November 30, 2000. All services orders must be installed no later than January 30, 2001.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

23. "Elite With PRI" (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Pacific Bell Local Toll usage level per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location over the life of the 24 month promotion agreement as outlined in the following chart:

Elite with PRI Usage Commitment Level

Discounted Pacific Bell Local Toll and or Custom 8 Usage Commitment Level	Applicable One-time Usage Award Credit
\$ 550	\$ 4,950
750	6,750
1,000	9,000
1,250	11,250
1,500	13,500
1,750	15,750
2,000	18,000
2,250	20,250
2,500	22,500
2,750	24,750
3,000	27,000
3,250	29,250
3,500	31,500
3,750	33,750
4,000	36,000
4,250	38,250
4,500	40,500
4,750	42,750
5,000	45,000
5,250	47,250
5,500	49,500
5,750	51,750
6,000	54,000
6,250	56,250
6,500	58,500
6,750	60,750
7,000	63,000
7,250	65,250
7,500	67,500

NOTE 1: Qualifying usage commitment levels are determined at the customer location level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

23. "Elite With PRI" (Cont'd)

(N)

The following may not participate in this promotion:

- Customers participating in other Usage product promotions unless otherwise specified.
- Customers participating in other promotions for PRI package 1, 2, or 3 promotions or High Capacity DS1/DS3 circuits and/or channel termination's

This promotion is valid when a customer supersedes, number changes or T&Fs as long as the customer maintains the required 24 month Term agreement. The terms, conditions and early termination fees are valid when the services governed under this promotion are moved. Each location (UCA) is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this promotion. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Customers' locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll and/or Custom 8 of at least \$550, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the promotional usage credit received by the customer and 9 (nine) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

24. "Elite With SuperTrunk"

(N)

Eligible new and existing SuperTrunk customers who enroll in this promotion and make a 24 month commitment to the following Pacific Bell services:

- Install SuperTrunk (New SuperTrunk customers who enroll in this promotion and make a 24 month commitment to the following Pacific Bell service only).
- Install HiCap/T-1/DS1(New SuperTrunk service only).
- Subscribe to the Value PromiseSM Plus plan with \$1,000 minimum monthly average of incremental non-discounted Pacific Bell Local Toll and/or CUSTOM 8 usage per SuperTrunk per location.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or CUSTOM 8 usage commitment level per SuperTrunk per location over the life of the 24 month promotion agreement (see the Elite with SuperTrunk Usage Commitment Level matrix in the Minimum Required Service Section in this document).

Receive:

- Installation of the SuperTrunk, one Trunk Group and 2 point HiCap/T1/DS1 at no charge. (New SuperTrunk service only.)
- Installation of Value PromiseSM Plus plan at no charge (New Value PromiseSM Plus customers only.)
- Waiver of the installation charge for CUSTOM 8 line (applies to new CUSTOM 8 lines only)
- A one-time additional credit equaling:
 - ⇒ A 25% discount on the monthly recurring charges for each SuperTrunk and HiCap for the life of the 24 month promotion agreement.
 - ⇒ Usage award based on the customer's Elite with SuperTrunk average monthly discounted usage commitment level for the life of the 24 month promotion agreement.

This promotion is offered from February 1, 2000 through November 30, 2000. All orders must be installed no later than January 30, 2001.

The customer must subscribe to a Pacific Bell HiCap/T-1/DS1, SuperTrunk, and Value PromiseSM Plus Plan for 24 months. (There is no maximum number of lines). To qualify for the promotion the customer must maintain a minimum incremental non-discounted monthly average Pacific Bell Local Toll and/or CUSTOM 8 usage of \$1,000 per SuperTrunk per location. The \$1,000 minimum monthly average of non-discounted incremental usage includes the following options:

- A combination of, outbound Pacific Bell Local Toll, inbound CUSTOM 8 calls and mechanized Pacific Bell Local Toll Calling Card.
- Pacific Bell Local Toll only.
- CUSTOM 8 only

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

24. "Elite with SuperTrunk" (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Pacific Bell Local Toll and/or usage level per SuperTrunk per location over the life of the 24 month promotion agreement as outlined in the following chart:

Elite with SuperTrunk Usage Commitment Level

¹ Discounted Pacific Bell Local Toll and/or CUSTOM 8 Usage Commitment Level	Applicable One-time Usage Award Credit
\$ 550	\$ 4,950
750	6,750
1,000	9,000
1,250	11,250
1,500	13,500
1,750	15,750
2,000	18,000
2,250	20,250
2,500	22,500
2,750	24,750
3,000	27,000
3,250	29,250
3,500	31,500
3,750	33,750
4,000	36,000
4,250	38,250
4,500	40,500
4,750	42,750
5,000	45,000
5,250	47,250
5,500	49,500
5,750	51,750
6,000	54,000
6,250	56,250
6,500	58,500
6,750	60,750
7,000	63,000
7,250	65,250
7,500	67,500

NOTE 1: Qualifying usage commitment levels are determined at the location level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

24. "Elite with SuperTrunk" Cont'd)

(N)

The following may not participate in this promotion:

- Customers participating in other Usage product promotions unless
- otherwise specified.
- Service obtained under a PBX Trunk promotion may not participate in
- more than one PBX Trunk promotion simultaneously for the same of PBX Trunk.

This promotion is valid when a customer supersedes, number changes or T&Fs as long as the customer maintains the required 24 month Term agreement. The terms, conditions and early termination fees are valid when the services governed under this promotion are moved. The original time frames and agreed upon services are required when the services governed under this promotion are moved, superseded or number changed. Each location (UCA) is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this promotion. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Customers' locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll and/or Custom 8 of at least \$550, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the promotional usage credit received by the customer and 9 (nine) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

25. "Centrex Now 2000"

(N)

A new promotion for Centrex service available to business customers. To qualify for this promotion any new Pacific Bell customer or new Centrex customer must verbally agree to a 36-month commitment and agree to purchase a new Centrex Common Block with the following:

- Minimum of five (5) Centrex lines (no maximum)
- Centrex Classic Feature Packages on each Centrex line
- Subscribe to a Pacific Bell usage plan

The customer will receive a waiver of the installation charges for the Centrex lines and each Centrex Classic Feature package.

Unless otherwise specified, customers with services governed under G.O. 96-A contracts and customers subscribing to Centrex ISDN may not participate in this promotion.

This promotion is offered from July 13, 2000 through January 10, 2001.

26. "Solutions for Small Business"

A new promotion available, where facilities permit, to business customers within certain locations in GTEC territory. Customers who enroll in this promotion for 12 months and newly install the following product groupings will receive a \$50.00 check for each product grouping ordered.

Required Products	Monthly Rate	Non-Recurring Charge
1 Measured Business Line ¹	\$24.39	\$156.46
	(incl. EUCL)	
Caller ID	7.12	5.70
Call Forwarding	3.89	0.00
Remote Access to Call Forwarding	1.38	0.00
Three-Way Calling	3.89	0.00
Call Waiting	3.89	0.00
Call Waiting ID	3.00	0.00
WirePro	3.50	0.00
Total	\$51.06	\$160.16

NOTE 1: For each additional 1 MB, the non-recurring charge is \$75.74.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

26. "Solutions for Small Business" (Cont'd)

(N)

Customers may also add the following optional services at the appropriate tariffed rates and charges.

Optional Products¹

- Custom 800
- Discount Calling Plan
- Flat Rate Plus
- Value Promise Plus
- Advantage 50
- Flat Rate Pro

Early Termination Fees will apply on a per line basis. Adds, moves and changes will be billed at existing tariffed rates and do not carry Early Termination penalties. Early Termination Fees will apply if the customer disconnects a line or chooses to purchase service from other than this tariff schedule. The customer must retain the service for a minimum period of one-year (12 months) from the installation date. The customer may make changes, except disconnection, to the service during the one-year minimum period. Applicable tariffed rates and charges will be assessed to all changes. If, at any time during the initial one-year period following installation, the service is disconnected as a result of a customer request or by the Utility in accordance with the applicable tariffs, the customer will be charged prorata share of the original credit. For each month the customer retains the service the maximum termination liability will be reduced by 1/12th of the original credit.

Unless otherwise specified, customers with services governed under G.O. 96-A contracts are not eligible for this promotion. Customers participating in this promotion may also participate in promotions for other services including but not limited to usage, Centrex, SuperTrunk and PRI. This promotion is offered from July 13, 2000 through January 10, 2001.

NOTE 1: Rates and charges for these services vary depending on the plan selected by the customer.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES

(N)

27. "DS1 for One Year 2001"

A new promotion for customers with locations in Verizon territory who enroll in this new promotion for at least 12 months of service and newly installs a minimum of:

- One (1) IntraLATA Special Access 2 point DS1 Service

The customer will receive a one time credit of \$300.00 for each Special Access DS1 channel termination purchased on this promotion.

Unless otherwise specified:

- Service installed under this offering may not participate in other Special Access promotion.
- Customers participating in this offer may also participate in promotions for other services.
- Changes may be made to the services, except disconnects. All applicable tariffed rates and charges will apply.
- This promotion is valid when the products and/or services under this promotion are moved; however, the Customer will be billed the installation charges at the full tariffed rate.
- Changes in tariff jurisdictions from the California tariffs to the FCC 1 tariff will be treated as a disconnection of service.
- The terms and conditions will continue when the service governed under this promotion is superseded but remains on Pacific Bell's network as a retail product.
- Aggregating DS1 service to a Special Access DS3 service will not be considered a disconnect
- A single customer with multiple Universal Customer Addresses (UCA) may participate in this promotion.
- Each DS1 channel termination will be treated individually and must each maintain the terms and conditions for eligibility.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

27. "DS1 for One Year 2001" (Cont'd)

(N)

Early Termination Fees are applied on a per circuit basis. Circuit adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fee penalties. Early Termination Fees are applicable when a circuit is disconnected or moved to the Utility's Tariff FCC No. 1. The customer is required to retain the service for a minimum period of one year (12 months) from the installation date. The customer may make changes, except disconnection, to the service during the one year minimum period at the applicable tariffed rates and charges. If at any time during the one year (12 months) minimum period following installation, the service is disconnected as a result of a customer request or disconnection of the customer's service in accordance with the Utility's applicable tariffs, the customer will be charged a portion of all previous credits received pursuant to the service offering, as set forth: For each month the Customer retains the service, the Early Termination Fee will be reduced by 1/12th of the promotional credits per IntraLATA DS1 channel termination. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

This promotion is offered February 23, 2001, through November 30, 2001. All installations must be completed by January 30, 2002.

28. "DS1 for Two 2 Years 2001"

A new promotion for customers with locations in Verizon territory who enroll in this new promotion for 24 months and newly installs a minimum of:

- One (1) IntraLATA Special Access 2 point DS1 Service

The customer will receive a waiver of the non-recurring charge associated with the DS1 channel termination (a value of \$633.50 per channel termination).

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

28. "DS1 for Two Years 2001" (Cont'd)

(N)

Unless otherwise specified:

- Service installed under this promotion may not participate in other Special Access promotion.
- Customers participating in this promotion may also participate in promotions for other services.
- Changes may be made to the services, except disconnects. All applicable tariffed rates and charges will apply.
- Changes in tariff jurisdictions from the Utility's California tariffs to the Utility's FCC tariff will be treated as a disconnection of service.
- Aggregating DS1 service to a higher speed DS3 service will not be considered a disconnect.
- The terms and conditions will continue when the service governed under this promotion is superseded but remains on Pacific Bell's network as a retail product.
- This promotion is valid when the products and/or services under this promotion are moved; however, the Customer will be billed the applicable installation charges at the full tariffed rate.
- A single customer with multiple Universal Customer Addresses (UCA) may participate in this promotional offer.
- Each DS1 channel termination will be treated individually and must each maintain the terms and conditions for eligibility

Early Termination Fees are applied on a per service basis. Service adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fee penalties. Early Termination Fees are applicable when a circuit is disconnected. The customer is required to retain the service for a minimum period of two years (24 months) from the installation date.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

28. "DS1 for Two Years 2001" (Cont'd)

(N)

The customer may make changes, except disconnection, to the service at the applicable tariffed rates and charges. If at any time during the two year (24 months) minimum period following installation, the service is disconnected as a result of a customer request or disconnection of the customer's service in accordance with the Utility's applicable tariffs, the customer will be charged a portion of all previous credits and waived charges received pursuant to the service offering, as set forth: For each month the Customer retains the service, the Early Termination Fee will be reduced by 1/24th of the non-recurring charges in effect at the time of installation. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

This promotion is available February 23, 2001 through November 30, 2001. All installations must be completed by January 30, 2002.

29. "DS1 for Three Years 2001"

A new promotion for customers with locations in Verizon territory who enroll in this new promotion for 36 months and newly installs a minimum of:

- One (1) IntraLATA Special Access 2 point DS1 Service

The customer will receive a waiver of the non recurring charge associated with the DS1 Channel Termination(a value of 633.50 per channel termination) and a one time credit of \$1,000.00 for each DS1 channel termination.

Unless otherwise specified:

- Circuits installed under this offering may not participate in other Special Access promotions.
- Unless otherwise specified, customers participating in this offer may also participate in promotions for other services including, but not limited to, Usage, Centrex, and SuperTrunk.
- Changes may be made to the services, except disconnects. All applicable tariffed rates and charges will apply.
- Changes in tariff jurisdictions from the Utility's California tariffs to the Utility's Tariff FCC No. 1 will be treated as a disconnection of service.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

29. "DS1 For Three Years 2001" (Cont'd)

(N)

- The terms and conditions will continue when the service governed under this promotion is superseded but remains on Pacific Bell's network as a retail product.
- This promotion is valid when the products and/or services under this promotion are moved; however, the Customer will be billed the applicable charges at tariffed rate.
- Aggregating a DS1 service to a Special Access DS3 service will not be considered a disconnect.
- A single customer with multiple Universal Customer Addresses (UCA) may participate in this promotion.
- Each DS1 channel termination will be treated individually and must each maintain the terms and conditions for eligibility.

Early Termination Fees are applied on a per service basis. Adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fees. Early Termination Fees are applicable when a circuit is disconnected. The customer is required to retain the service for a minimum period of three years (36 months) from the installation date. The customer may make changes, except disconnection, to the service during the three year (36 months) minimum period at the applicable tariffed rates and charges. If at any time during the minimum promotional term period of 36 months following installation, the service is disconnected as a result of Customer's request or disconnection of the Customer's service in accordance with the Utility's applicable tariffs, the Customer will be charged a portion of all previous credits and waived charges received pursuant to the service offering, as set forth: For each month the Customer retains the service, the Early Termination Fee will be reduced by 1/36th of the sum of the non-recurring charges in effect at the time of installation and the promotional credit per IntraLATA DS1 channel termination. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

This promotion is available February 23, 2001 through November 30, 2001. All installations must be completed by January 30, 2002.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

30. "DS3 For Three Years 2001"

(N)

A new promotion for Customers with locations in Verizon territory who enroll in this new promotion for at least 36 months of service and newly installs a minimum of:

- One (1) IntraLATA Special Access DS3 service

The customer will receive a one-time credit of \$34,848.00 for each DS3 channel termination purchased on this promotion. The installation charges for the service are waived.

Unless otherwise specified:

- Service installed under this offering may not participate in other Special Access promotion.
- Customers participating in this offer may also participate in promotions for other services.
- Changes may be made to the services, except disconnects. All applicable tariffed rates and charges will apply.
- Changes in tariff jurisdictions from the Utility's California tariffs to the Utility's Tariff FCC No. 1 will be treated as a disconnection of service.
- The terms and conditions will continue when the service governed under this promotion is superseded but remains on Pacific Bell's network as a retail product.
- This promotion is valid when the products and/or services under this promotion are moved; however, the Customer will be billed the installation charges at the applicable tariffed rate.
- Early Termination Fees do not apply when the customer upgrades this service to Pacific Bell SONET services.
- A single customer with multiple Universal Customer Addresses (UCA) may participate in this promotion.
- Each DS3 channel termination will be treated individually and must each maintain the terms and conditions for eligibility.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

30. DS3 For 3 2001" (Cont'd)

(N)

Early Termination Fees are applied on a per service basis. Service adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fees. Early Termination Fees are applicable when a circuit is disconnected. The customer is required to retain the service for a minimum period of three years (36 months) from the installation date. The customer may make changes, except disconnection, to the service during the three year minimum period at the applicable tariffed rates and charges. If at any time during the minimum promotional term period of 36 months following installation, the service is disconnected as a result of Customer's request or disconnection of the Customer's service in accordance with the Utility's applicable tariffs, the Customer will be charged a portion of all previous credits received pursuant to the service offering, as set forth: For each month the Customer retains the service, the Early Termination Fee will be reduced by 1/36th of the promotional credits per DS3 channel termination. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

This promotion is available February 23, 2001 through November 30, 2001. All installations must be completed by January 30, 2002.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

31. WIN WITH PRI-SUMMARY BILL

(N)

Any Primary Rate ISDN business customer who enrolls in this new statewide promotional service offering and makes a 24 month commitment, to the following services:

- One (1) IntraLATA Special Access DS1 service
- 1 Primary Rate ISDN package Per DS1 service
- To qualify the customer must subscribe to the Value Promise PlusSM (VPP) plan with FLAT HOURLY RATE OPTION 2 only with 2,000 minimum incremental monthly average Pacific Bell VPP usage MOUs (minutes of use) per VPP Summary Bill BTN(s) (Billing Telephone Number) or per single BTN within the first full two months billing cycles. Customer may include a maximum of ten (10) customer-selected Summary Bill BTNs to be included in this promotion.
- To maintain qualification the customer must select, meet and maintain a minimum monthly average Pacific Bell VPP FLAT HOURLY RATE OPTION 2 Minutes of Use (MOU) commitment level range per VPP Summary Bill BTN(s) (Billed Telephone Numbers) or single BTN within the first full two months billing cycles and over the life of the 24 month promotion agreement period. Eligible Summary Bill BTN(s) may be any combination of North, South, or both regions. (See table for MOU usage commitment level ranges.) VPP usage includes: Pacific Bell Local Toll and/or IntraLATA CUSTOM 8 and/or ZUM Zone 3 and/or mechanized IntraLATA Calling Card, but does not include ZUM Zones 1&2/Local Calling Area

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)
 31. WIN WITH PRI-SUMMARY BILL (Cont'd)

(N)

RECEIVES:

- A waiver of the nonrecurring charge for the Special Access DS1 service.
- A waiver of the nonrecurring charge for the PRI.
- Effective Value PromiseSM Plus discounted Toll and Custom 8 rates per minute of \$.049, \$.045, or \$.043 through Value PromiseSM Plus discounted Toll and CUSTOM 8 Business Line Termination usage credits. Usage credits are the difference between the customer's actual VPP Toll and CUSTOM 8 rates and the effective promotional rate associated with the VPP MOU commitment level selected by the customer. (Credits will be determined and applied in four credit applications. Credits for MOUs that exceed the maximum MOUs in the selected MOU commitment level range will be calculated and given after the completion of the 24 month agreement. See Applying Credits section of this document).

Pacific Bell VPP Monthly Average MOU Usage Commitment Level Ranges			
Effective ¹ Toll & CUSTOM 8 Rates of \$.049	Effective ¹ Toll and CUSTOM 8 Rates of \$.045	Effective ¹ Toll and CUSTOM 8 Rates of \$.043	
2,000 - 5,000	8,401 - 13,000	17,001 - 30,000	150,001 - 180,000
5,001 - 8,400	13,001 - 17,000	30,001 - 60,000	180,001 - 225,000
		60,001 - 90,000	225,001 - 300,000
		90,001 - 120,000	300,001 - 500,000
		120,001 - 150,000	500,001 - 1,000,000

- This promotion is offered from February 23, 2001 through November 30, 2001. All services must have an installation due date of no later than January 30, 2002. Customers participating in other Usage product promotions for the same usage are not eligible for this promotion. Unless otherwise specified, customers participating in a promotion may not participate in other promotions for the same product(s).

NOTE 1: Rounded to the nearest whole cent.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)
31. WIN WITH PRI-SUMMARY BILL (Cont'd)

(N)

The terms, conditions and early termination fees will apply when the service governed under this offering is superseded but remains on Pacific Bell's network as a retail product. The terms, conditions and early terminations fees continue when the services governed under this offering are subject to a number change. An offer is valid when the products and/or services under this offering are moved, however the customer will be billed the installation charges at the full tariff rate. When a customer adds service after the agreement is signed, only the services that are agreed to in the customer commitment form are honored as participating in this promotion. Aggregating HiCap DS1 service to a higher speed DS3 service will not be considered a disconnect.

Each location and PRI are treated individually and must maintain the terms and conditions for eligibility. A customer with one VPP Summary Bill BTN may purchase this promotion more than once only upon prior. A single customer with multiple locations may participate in this offer. Customers may combine up to ten (10) VPP Summary Bill Option 2 BTNs to meet the monthly MOU commitment. Summary Bill BTNs may be any combination of North, South or both regions.

If the customer does not meet the required terms and conditions of the offer or disconnects any required service prior to completion of any agreed upon term, no further credits or waivers will be given to the customer. The Utility will bill the customer, and the customer will be required to pay, all previous credits and waived charges received pursuant to the service offering. The customer will also be required to pay any charges, payments, disconnection/termination or penalty fees required by the tariffs or any other incorporated offering. Early Termination Fees are applied on a per circuit basis. Circuit adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fee penalties. Early Termination Fees are applicable when a circuit is disconnected or moved to the Utility's Tariff FCC No. 1. The customer is required to retain the service for a minimum period of two years (24 months) from the installation date. The customer may make changes, except disconnection, to the service during the two year minimum period at the applicable tariffed rates and charges. If at any time during the two year (24 months) minimum period following installation, the service is disconnected as a result of a customer request or disconnection of the customer's service in accordance with the Utility's applicable tariffs, the customer will be charged a portion of the non recurring charges waived at the time of the installation. Each month the customer retains the service the termination liability will be reduced by 1/24th of the non recurring rate in effect at the time of installation.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

31. WIN WITH PRI-SUMMARY BILL (Cont'd)

(N)

Early termination fees associated with Value PromiseSM Plus will apply. Customers who have not met their usage commitment averaged over months 1 to 24 will be charged and billed for a one time recovery of credits. The amount being reduced 1/24th of the total usage credit for each month the Customer retains the service.

1. The monthly average Value PromiseSM Plus MOUs must be 90% of the minimum Value PromiseSM Plus MOUs for the MOU commitment level range selected for months 1-2 after the customer has completed two (2) full months billing cycles or the customer is disqualified and is considered terminated from this promotion and the Early Termination fees will apply.
2. The monthly average Value PromiseSM Plus MOUs must be at least 75% of the minimum Value PromiseSM Plus MOUs for the MOU commitment level range selected form months 1-9 after the customer has completed nine (9) full months billing cycles of the customer is disqualified and is considered terminated from this promotion and the Early Termination fees will apply.
3. The monthly average Value PromiseSM Plus MOUs must be at least 75% of the minimum Value PromiseSM Plus MOUs for the MOU commitment level range selected for months 1-16 after the customer has completed sixteen (16) full months billing cycles or the customer is disqualified and is considered terminated from this promotion and the Early Termination fees will apply.
4. The monthly average Value PromiseSM Plus MOUs must be at least 80% of the minimum Value PromiseSM Plus MOUs for the MOU commitment level range selected for months 1-24 after the customer has completed twenty-four (24) full months billing cycles or the customer is disqualified and is considered terminated from this promotion and the Early Termination fees will apply.
5. After the customer has completed twenty-four (24) full months billing cycles, Pacific Bell will calculate final credit due payment, as appropriate, the earned credit to be paid for the customer's VPP Summary Bill BTN(s) which are still in service at the end of the Agreement term that have not already been credited and that have exceeded the minimum MOUs for the MOU commitment level range selected averaged over months 1 though 24.
6. Customers who have received some of their Value PromiseSM Plus usage credits stated in this promotion and who want to move to another promotion agreement and/or offer that includes usage credits will only receive usage credits for additional usage provided to Pacific Bell which is above and beyond the usage commitment levels selected by the customer in this promotion. If customer migrates to another usage promotion, customer must maintain no less than the minimum MOU commitment level selected for this promotion. If customer fails to maintain this promotion's usage commitment level, Early Termination fees will apply.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

32. WIN WITH PRI-LOCATION

(N)

Any Primary Rate ISDN business customer who enrolls in this new statewide promotional service offering and makes a 24 month commitment, to a minimum of the following services:

- One (1) IntraLATA Special Access DS1 service.
- 1 Primary Rate ISDN package Per Circuit.
- To qualify the customer must subscribe to the Value Promise PlusSM (VPP) plan with FLAT HOURLY RATE OPTION 2 only with 10,000 minimum incremental monthly average Pacific Bell VPP usage MOUs (minutes of use) per location within the first full two months billing cycles. Each promotion purchased may have a maximum of twenty (20) BTNs included at a single location.
- To maintain qualification the customer must select, meet and maintain a minimum monthly average Pacific Bell VPP FLAT HOURLY RATE OPTION 2 Minutes of Use (MOU*) commitment level range per location within the first full two months billing cycles and over the life of the 24 month promotion agreement period. (See table for MOU usage commitment level ranges.) VPP usage includes Local Toll and/or IntraLATA CUSTOM 8 and/or ZUM Zone 3 and/or mechanized IntraLATA Calling Card, but does not include ZUM Zones 1&2/Local Calling Area.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

- 19.2 PROMOTIONAL SERVICES (Cont'd)
 32. WIN WITH PRI-LOCATION (Cont'd)

(N)

RECEIVES:

- A waiver of the nonrecurring charge for the DS1.
- A waiver of the nonrecurring charge for the PRI.
- Effective Value PromiseSM Plus discounted Toll and Custom 8 rates per minute of \$.037 or \$.035 through Value PromiseSM Plus discounted Toll and CUSTOM 8 Business Line Termination usage credits. Usage credits are the difference between the customer's actual VPP Toll and CUSTOM 8 rates and the effective promotional rate associated with the VPP MOU commitment level selected by the customer. (Credits will be determined and applied in four credit applications. Credits for MOUs that exceed the maximum MOUs in the selected MOU commitment level range will be calculated and given after the completion of the 24 month agreement. (See Applying Credits section of this document).

² Pacific Bell VPP Monthly Average MOU Usage Commitment Level Ranges		
Effective Toll and CUSTOM 8 Rates of \$.037	Effective ¹ Toll and CUSTOM 8 Rates of \$.035	
10,000 - 13,000	17,001 - 30,000	150,001 - 180,000
13,001 - 17,000	30,001 - 60,000	180,001 - 225,000
	60,001 - 90,000	225,001 - 300,000
	90,001 - 120,000	300,001 - 500,000
	120,001 - 150,000	500,001 - 1,000,000

NOTE 1: Rounded to the nearest whole cent

NOTE 2: Validation of the selected VPP MOU usage commitment level range met and associated usage credits given will be determined based on the BTN(s) provided on the Offer Order Form. There is a maximum of twenty (20) BTNs included in each promotion purchased and all 20 BTNs must be at the same customer location.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

- 19.2 PROMOTIONAL SERVICES (Cont'd)
32. WIN WITH PRI-LOCATION (Cont'd)

(N)

This promotion is offered from February 23, 2001 through November 30, 2001. All services must have an installation due date of no later than January 30, 2002.

Customers participating in other Usage product promotions for the same usage are not eligible to participate in this promotion. Unless otherwise specified, customers participating in a promotion may not participate in other promotions for the same product(s).

The terms, conditions and early termination fees will apply when the service governed under this offering is superseded but remains on Pacific Bell's network as a retail product.

The terms, conditions and early terminations fees continue when the services governed under this offering are subject to a number change.

An offer is valid when the products and/or services under this offering are moved, however the customer will be billed the installation charges at the full tariff rate.

When a customer adds service after the agreement is signed, only the services that are agreed to in the customer commitment form are honored as participating in this promotion.

Aggregating a Special Access DS1 service to a higher speed DS3 service will not be considered a disconnect.

Each promotion ordered per location is treated individually and must maintain the terms and conditions for eligibility. All of the BTNs for each qualifying location must be included on the Offer Order Form. There is a maximum of twenty (20) BTNs per promotion ordered and all BTNs must be at the same location. A single customer with multiple locations may participate in this offer separately for any qualifying location.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

- 19.2 PROMOTIONAL SERVICES (Cont'd)
32. WIN WITH PRI-LOCATION (Cont'd)

(N)

If the customer does not meet the required terms and conditions of the offer or disconnects any required service prior to completion of any agreed upon term, no further credits or waivers will be given to the customer.

The Utility will bill the customer, and the customer will be required to pay, all previous credits and waived charges received pursuant to the service offering. The customer will also be required to pay any charges, payments, disconnection/termination or penalty fees required by the tariffs or any other incorporated offering. Early Termination Fees are applied on a per circuit basis. Circuit adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fee penalties. Early Termination Fees are applicable when a circuit is disconnected or moved to the FCC 1 Tariff.

The customer is required to retain the service for a minimum period of two years (24 months) from the installation date.

The customer may make changes, except disconnection, to the service during the two year minimum period at the applicable tariffed rates and charges.

If at any time during the minimum promotional term period of 24 months following installation, the service is disconnected as a result of Customer's request or disconnection of the Customer's service in accordance with the Utility's applicable tariffs, the Customer will be charged a portion of the non-recurring charges waived at the time of installation, as set forth: For each month the Customer retains the service, the Early Termination Fee will be reduced by 1/24th of the non-recurring charge in effect at the time of installation.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

- 19.2 PROMOTIONAL SERVICES (Cont'd)
- 32. WIN WITH PRI-LOCATION (Cont'd)

(N)

Early termination fees associated with Value PromiseSM Plus will apply. Customers who have not met their usage commitment averaged over months 1 to 24 will be charged and billed for a one time recovery of credits. The amount being reduced 1/24th of the total usage credit for each month the Customer retains the service.

The monthly average Value PromiseSM Plus MOUs must be 90% of the minimum Value PromiseSM Plus MOUs for the MOU commitment level range selected for months 1-2 after the customer has completed two (2) full months billing cycles or the customer is disqualified and is considered terminated from this promotion and the Early Termination fees will apply.

The monthly average Value PromiseSM Plus MOUs must be at least 75% of the minimum Value PromiseSM Plus MOUs for the MOU commitment level range selected form months 1-9 after the customer has completed nine (9) full months billing cycles of the customer is disqualified and is considered terminated from this promotion and the Early Termination fees will apply.

The monthly average Value PromiseSM Plus MOUs must be at least 75% of the minimum Value PromiseSM Plus MOUs for the MOU commitment level range selected for months 1-16 after the customer has completed sixteen (16) full months billing cycles or the customer is disqualified and is considered terminated from this promotion and the Early Termination fees will apply.

The monthly average Value PromiseSM Plus MOUs must be at least 80% of the minimum Value PromiseSM Plus MOUs for the MOU commitment level range selected for months 1-24 after the customer has completed twenty-four (24) full months billing cycles or the customer is disqualified and is considered terminated from this promotion and the Early Termination fees will apply.

Customers who have received some of their Value PromiseSM Plus usage credits stated in this promotion and who want to move to another promotion agreement and/or offer that includes usage credits will only receive usage credits for additional usage provided to Pacific Bell which is above and beyond the usage commitment levels selected by the customer in this promotion. If customer migrates to another usage promotion, customer must maintain no less than the minimum MOU commitment level selected for this promotion. If customer fails to maintain this promotion's usage commitment level, Early Termination fees will apply.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

33. ELITE WITH PRI 2001

(N)

Eligible customers who enroll in this promotion and makes a 24 month commitment to the following services:

- Installation of Primary Rate ISDN package 1, 2 and/or 3 (new service only).
- Install IntraLATA Special Access DS1 service (for new Primary Rate ISDN service only).
- Subscribe to the Value PromiseSM Plus plan with \$500 minimum monthly average of incremental discounted Pacific Bell Local Toll and/or CUSTOM 8 Business Line Termination usage per Primary Rate ISDN package 1, 2 and/or 3.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or Custom 8 usage commitment level per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location over the life of the 24 month agreement (see the Elite with PRI Usage Commitment Level matrix in the Minimum Required Service section in this document).

Will receive:

- Installation of the Primary Rate ISDN package 1, 2 and/or 3 and Special Access 2-point IntraLATA DS1 service at no charge (new service only.)
- Waiver of the installation charge for CUSTOM 8 line (new CUSTOM 8 service only)
- A one-time additional credit equaling:

A 25% discount on the monthly recurring rates for each Primary Rate ISDN package 1, 2 or 3

A 25% discount on the monthly recurring rates for each HiCap DS1 for the life of the 24 month agreement.

Usage award based on the customer's Elite with PRI 2001 average monthly discounted usage commitment level for the life of the 24 month agreement.

A one time credit equal to 50% of the monthly recurring charges each new CUSTOM 8 or each CUSTOM 8 service acquired for the life of the 24 month agreement period.

This promotion is available February 23, 2001 through November 30, 2001. All installations must be completed by January 30, 2002.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

33. ELITE WITH PRI 2001 (Cont'd)

(N)

To qualify for the offering the customer must maintain a minimum incremental discounted monthly average Local Toll of \$500 per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location. The \$500 minimum monthly average of discounted incremental usage includes the following four options:

- Outbound Pacific Bell Local Toll and SBC Calling Services Card only.
- Pacific Bell Local Toll only.
- Pacific Bell Inbound CUSTOM 8 only
A combination of inbound Pacific Bell CUSTOM 8, outbound Pacific Bell Local Toll and SBC Calling Services Card

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

- 19.2 PROMOTIONAL SERVICES (Cont'd)
 33. ELITE WITH PRI 2001 (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Pacific Bell Local Toll usage level per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location over the life of the 24 month agreement as outlined in the following chart:

Elite with PRI Usage Commitment Level

Discounted VPP Commitment Level	Applicable One-time Usage Award Credit
\$500	\$4,248
\$550	\$4,950
\$750	\$6,750
\$1,000	\$9,000
\$1,250	\$11,250
\$1,500	\$13,500
\$1,750	\$15,750
\$2,000	\$18,000
\$2,250	\$20,250
\$2,500	\$22,500
\$2,750	\$24,750
\$3,000	\$27,000
\$3,250	\$29,250
\$3,500	\$31,500
\$3,750	\$33,750
\$4,000	\$36,000
\$4,250	\$38,250
\$4,500	\$40,500
\$4,750	\$42,750
\$5,000	\$45,000
\$5,250	\$47,250
\$5,500	\$49,500
\$5,750	\$51,750
\$6,000	\$54,000
\$6,250	\$56,250
\$6,500	\$58,500
\$6,750	\$60,750
\$7,000	\$63,000
\$7,250	\$65,250
\$7,500	\$67,500

NOTE 1: Qualifying usage commitment levels are determined at the UCA (Universal Customer Address) level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

- 19.2 PROMOTIONAL SERVICES (Cont'd)
33. ELITE WITH PRI 2001 (Cont'd)

(N)

The following may not participate in this promotion:

- Customers participating in other Usage product promotions unless otherwise specified.
- Customers participating in other promotions for the same PRI package 1, 2, or 3 or Special Access service.

Customers may elect to participate in multiple Pacific Bell promotions simultaneously unless otherwise specified.

This offering is valid when a customer supersedes, number changes or T&Fs as long as the customer maintains the required 24 month Term agreement.

A single customer with multiple UCAs may participate in this promotional offer. Each UCA is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this offer. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Customers' locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus Option 2 usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll and/or Custom 8 of at least \$500, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the usage credit received by the customer and 9 (nine) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

31. "Light With Super Trunk 2001"

(N)

A promotion for SuperTrunk customers who enroll in this promotion and make a 24 month commitment to use the following services:

- Install SuperTrunk (new service only)
- Install Special Access DS1 service(as the SuperTrunk facility)
- Subscribe to a Value PromiseSM Plus plan with a \$500 minimum monthly average of discounted incremental Pacific Bell Local Toll and/or CUSTOM 8 usage per SuperTrunk per Summary Bill BTN over the life of the 24 month agreement.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or CUSTOM 8 usage commitment level per SuperTrunk per Summary Bill BTN over the life of the 24 month agreement (see Light with SuperTrunk Usage Commitment Level matrix).

Subscribing customers will receive:

- Installation of the SuperTrunk, one Trunk Group and 2 point HiCap DS1 and CUSTOM 8 at no charge. (Applies to new SuperTrunk service only.)
- A one-time additional credit equaling:
A 25% discount on the monthly recurring rates for each SuperTrunk and DS1 service.

Usage award based on the customer's Light with SuperTrunk average monthly discounted usage commitment level for the life of the 24 month agreement.

This promotion is offered from February 23, 2001 through November 30, 2001. All services must be installed no later than January 30, 2002.

To qualify for the promotion the customer must maintain a minimum incremental discounted monthly average Pacific Bell Local Toll and/or CUSTOM 8 usage of \$500.00 per SuperTrunk per Value PromiseSM Plus Summary Bill BTN.

The \$500 minimum monthly average of incremental usage includes the following options:

- A combination of, outbound Local Toll, Inbound CUSTOM 8 and SBC Calling Services Card Card.
- Local Toll only.
- CUSTOM 8 only

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

31. "Light With SuperTrunk 2001" (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Local Toll usage level over the life of the 24 month promotion agreement as indicated below:

Light with SuperTrunk Usage Commitment Level

Discounted Pacific Bell Local Toll and/or CUSTOM 8 Commitment Level ¹	Applicable One-time Usage Award Credit
\$250	\$1,250
\$300	\$1,500
\$500	\$2,500
\$750	\$3,750
\$1,000	\$5,000
\$1,250	\$6,250
\$1,500	\$7,500
\$1,750	\$8,750
\$2,000	\$10,000
\$2,250	\$11,250
\$2,500	\$12,500
\$2,750	\$13,750
\$3,000	\$15,000
\$3,250	\$16,250
\$3,500	\$17,500
\$3,750	\$18,750
\$4,000	\$20,000
\$4,250	\$21,250
\$4,500	\$22,500
\$4,750	\$23,750
\$5,000	\$25,000
\$5,250	\$26,250
\$5,500	\$27,500
\$5,750	\$28,750
\$6,000	\$30,000
\$6,250	\$31,250
\$6,500	\$32,500
\$6,750	\$33,750
\$7,000	\$35,000
\$7,250	\$36,250
\$7,500	\$37,500

NOTE 1: Qualifying usage commitment levels are determined at the Value PromiseSM Plus Summary Bill BTN Level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

31. "Light With SuperTrunk 2001" (Cont'd)

(N)

Service obtained under this promotion may not be combined with services purchased under any other Usage product promotions unless otherwise specified. Service obtained under a SuperTrunk promotion may not participate in more than one SuperTrunk promotion for the same SuperTrunk.

This promotion is valid when a customer supersedes, number changes or moves as long as the customer maintains the required 24 month term agreement. The terms, conditions and early termination fees are valid when the services governed under this promotion are moved.

Each Value PromiseSM Plus Summary Bill BTN is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this promotion. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated offering.

Customers' locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll of at least \$250, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the usage credit received by the customer and 5 (five) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

32. "Win With SuperTrunk-Location" (N)

A new promotion for SuperTrunk service available to business customers. To qualify for this promotion any new or existing Pacific Bell Services ("Pacific Bell") customer must make a 24-month commitment to use the following:

- One (1) IntraLATA HiCap DS1
- One (1) SuperTrunk and first Trunk Group
- To qualify the customer must also subscribe to the Value Promise PlusSM (VPP) plan with FLAT HOURLY RATE OPTION 2 only with 10,000 minimum incremental monthly average Pacific Bell VPP usage MOUs (minutes of use) per location within the first full two months billing cycles. Each promotion purchased may have a maximum of twenty (20) BTNs included at a single location.

To maintain qualification the customer must select, meet and maintain a minimum monthly average Pacific Bell VPP FLAT HOURLY RATE OPTION 2 Minutes of Use (MOU) commitment level range per location within the first full two months billing cycles and over the life of the 24 month promotion agreement period.

The customer will receive:

- A waiver of the nonrecurring charge associated with the HiCap DS1.
- A waiver of the nonrecurring charge associated with the SuperTrunk and the first Trunk Group.
- Effective Value PromiseSM Plus discounted Toll and Custom 8 rates per minute of \$.037 or \$.035 through Value PromiseSM Plus discounted Toll and CUSTOM 8 Business Line Termination usage credits. Usage credits are the difference between the customer's actual VPP Toll and CUSTOM 8 rates and the effective promotional rate associated with the VPP MOU commitment level selected by the customer. (Credits will be determined and applied in four credit applications. Credits for MOUs that exceed the maximum MOUs in the selected MOU commitment level range will be calculated and given after the completion of the 24 month agreement.

Pacific Bell VPP Monthly Average MOU Usage Commitment Level Ranges		
Effective Toll and CUSTOM 8 Rates of \$.037	Effective¹ Toll and CUSTOM 8 Rates of \$.035	
10,000 - 13,000	17,001 - 30,000	150,001 - 180,000
13,001 - 17,000	30,001 - 60,000	180,001 - 225,000
	60,001 - 90,000	225,001 - 300,000
	90,001 - 120,000	300,001 - 500,000
	120,001 - 150,000	500,001 - 1,000,000

NOTE 1: Rounded to the nearest whole cent.

Continued (N)

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

31. "Win With SuperTrunk-Location" (Cont'd)

(N)

Unless otherwise specified, customers participating in other promotions for Usage or SuperTrunk may not participate in this promotion.

This promotion is offered from February 23, 2001 through November 30, 2001.

Early Termination Fees are applied on a per circuit basis. Circuit adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fee penalties. Early Termination Fees are applicable when a circuit is disconnected or moved to the Utility's Tariff FCC No. 1. The customer is required to retain the service for a minimum period of two years (24 months) from the installation date. The customer may make changes, except disconnection, to the service during the two year minimum period at the applicable tariffed rates and charges. If at any time during the minimum promotional term period of 24 months following installation, the service is disconnected as a result of Customer's request or disconnection of the Customer's service in accordance with the Utility's applicable tariffs, the Customer will be charged a portion of the non-recurring charges waived at the time of installation, as set forth: For each month the Customer retains the service, the Early Termination Fee will be reduced by 1/24th of the non-recurring charge in effect at the time of installation.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

32. "Win With SuperTrunk-Location" (Cont'd)

(N)

Early termination fees associated with Value PromiseSM Plus will apply.

If the customer terminates this agreement prior to the expiration of the term commitment, customer shall pay Pacific Bell the lesser of the following:

The sum of all discounts rendered under the terms of this agreement, plus 10% annual interest*, prorated monthly. Discounts are defined to include reductions to monthly tariff rates, full or partial waivers of the nonrecurring charges, and any other credits or discounts that have been rendered under the terms of this agreement. For purposes of calculating termination liability, the amount of discounts are as follows:

VPP MOU Range	Type of Discount	Discount Amount
10,000 - 17,000	Toll & CUSTOM 8 MOU Discount	\$.037
17,001 - 1,000,000	Toll & CUSTOM 8 MOU Discount	\$.035

Or, the total monthly charges or minimum annual commitments remaining on the service term, discounted by 10%.

* The annual interest rate shall be calculated as the maximum rate permissible by law, not to exceed Pacific Bell's approved Cost of Capital. In addition, Pacific Bell reserves the right to waive or reduce customer's termination liability amount when customer migrates to other services provided by Pacific Bell.

The monthly average Value PromiseSM Plus MOUs must be 90% of the minimum Value PromiseSM Plus MOUs for the MOU commitment level range selected for months 1-2 after the customer has completed two (2) full months billing cycles or the customer is disqualified and is considered terminated from this promotion and the Early Termination fees will apply.

The monthly average Value PromiseSM Plus MOUs must be at least 75% of the minimum Value PromiseSM Plus MOUs for the MOU commitment level range selected form months 1-9 after the customer has completed nine (9) full months billing cycles of the customer is disqualified and is considered terminated from this promotion and the Early Termination fees will apply.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

32. "Win With SuperTrunk-Location" (Cont'd)

(N)

The monthly average Value PromiseSM Plus MOUs must be at least 75% of the minimum Value PromiseSM Plus MOUs for the MOU commitment level range selected for months 1-16 after the customer has completed sixteen (16) full months billing cycles or the customer is disqualified and is considered terminated from this promotion and the Early Termination fees will apply.

The monthly average Value PromiseSM Plus MOUs must be at least 80% of the minimum Value PromiseSM Plus MOUs for the MOU commitment level range selected for months 1-24 after the customer has completed twenty-four (24) full months billing cycles or the customer is disqualified and is considered terminated from this promotion and the Early Termination fees will apply.

After the customer has completed twenty-four (24) full months billing cycles, Pacific Bell will calculate final credit due payment, as appropriate, the earned credit to be paid for the customer's VPP Location BTN(s) which is still in service at the end of the Agreement term that have not already been credited and that have exceeded the minimum MOUs for the MOU commitment level range selected averaged over months 1 through 24.

Customers who have received some of their Value PromiseSM Plus usage credits stated in this promotion and who want to move to another promotion agreement and/or offer that includes usage credits will only receive usage credits for additional usage provided to Pacific Bell which is above and beyond the usage commitment levels selected by the customer in this promotion. If customer migrates to another usage promotion, customer must maintain no less than the minimum MOU commitment level selected for this promotion. If customer fails to maintain this promotion's usage commitment level, Early Termination fees will apply.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

33. "Win With SuperTrunk-Summary Bill" (Cont'd)

(N)

A new promotion for SuperTrunk service available to business customers. To qualify for this promotion any new or existing Pacific Bell Services ("Pacific Bell") customer must make a 24-month commitment to use the following:

- One (1) IntraLATA HiCap DS1
- One (1) SuperTrunk and first Trunk Group
- To qualify the customer must also subscribe to the Value Promise PlusSM (VPP) plan with FLAT HOURLY RATE OPTION 2 only with 2,000 minimum incremental monthly average Pacific Bell VPP usage MOUs (minutes of use) per VPP Summary Bill BTN(s) (Billing Telephone Number) or per single BTN within the first full two months billing cycles. Customer may include a maximum of ten (10) Summary Bill BTNs to be included in this promotion.
- To maintain qualification the customer must select, meet and maintain a minimum monthly average Pacific Bell VPP - FLAT HOURLY RATE OPTION 2 MOU* commitment level range per VPP Summary Bill BTN(s) (Billed Telephone Numbers) or per single BTN within the first full two months billing cycles and over the life of the 24 month promotion agreement period. Customer may include a maximum of ten (10) Summary Bill BTNs to be included in this promotion. Eligible Summary Bill BTNs may be any combination of North, South, or both regions

The customer will receive:

- A waiver of the nonrecurring charge associated with the HiCap DS1.
- A waiver of the nonrecurring charge associated with the SuperTrunk and the first Trunk Group.
- Effective Value PromiseSM Plus discounted Toll and Custom 8 rates usage credits. Usage credits are the difference between the customer's actual VPP Toll and CUSTOM 8 rates and the effective promotional rate associated with the VPP MOU commitment level selected by the customer.

Pacific Bell VPP Monthly Average MOU Usage Commitment Level Ranges			
Effective¹ Toll & CUSTOM 8 Rates of \$.049	Effective¹ Toll and CUSTOM 8 Rates of \$.045	Effective* Toll and CUSTOM 8 Rates of \$.043	
2,000 - 5,000	8,401- 13,000	17,001 - 30,000	150,001 - 180,000
5,001 - 8,400	13,001 - 17,000	30,001 - 60,000	180,001 - 225,000
		60,001 - 90,000	225,001 - 300,000
		90,001 - 120,000	300,001 - 500,000
		120,001 - 150,000	500,001 - 1,000,000

NOTE 1: Rounded to the nearest whole cent.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

33. "Win With SuperTrunk-Summary Bill" (Cont'd)

(N)

Unless otherwise specified, customers participating in other promotions for Usage or SuperTrunk may not participate in this promotion.

This promotion is offered from February 23, 2001 through November 30, 2001. All services must have an installation due date of no later than January 30, 2002.

Early Termination Fees are applied on a per circuit basis. Circuit adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fee penalties. Early Termination Fees are applicable when a circuit is disconnected or moved to the FCC 1 Tariff. The customer is required to retain the service for a minimum period of two years (24 months) from the installation date. The customer may make changes, except disconnection, to the service during the two year minimum period at the applicable tariffed rates and charges. If at any time during the minimum promotional term period of 24 months following installation, the service is disconnected as a result of Customer's request or disconnection of the Customer's service in accordance with the Utility's applicable tariffs, the Customer will be charged a portion of the non-recurring charges waived at the time of installation, as set forth: For each month the Customer retains the service, the Early Termination Fee will be reduced by 1/24th of the non-recurring charge in effect at the time of installation.

Early termination fees associated with Value PromiseSM Plus will apply. Customers who have not met their usage commitment averaged over months 1 to 24 will be charged and billed for a one time recovery of credits. The amount being reduced 1/24th of the total usage credit for each month the Customer retains the service.

After the customer has completed twenty-four (24) full months billing cycles, Pacific Bell will calculate final credit due payment, as appropriate, the earned credit to be paid for the customer's VPP Location BTN(s) which is still in service at the end of the Agreement term that have not already been credited and that have exceeded the minimum MOUs for the MOU commitment level range selected averaged over months 1 through 24. Customers who have received some of their Value PromiseSM Plus usage credits stated in this promotion and who want to move to another promotion agreement and/or offer that includes usage credits will only receive usage credits for additional usage provided to Pacific Bell which is above and beyond the usage commitment levels selected by the customer in this promotion. If customer migrates to another usage promotion, customer must maintain no less than the minimum MOU commitment level selected for this promotion. If customer fails to maintain this promotion's usage commitment level, Early Termination fees will apply.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

33. "Win With SuperTrunk-Summary Bill" (Cont'd)

(N)

If the customer does not meet the required terms and conditions of the offer or disconnects any required service prior to completion of any agreed upon term, no further credits or waivers will be given to the customer.

The Utility will bill the customer, and the customer will be required to pay, all previous credits and waived charges received pursuant to the service offering. The customer will also be required to pay any charges, payments, disconnection/termination or penalty fees required by the tariffs or any other incorporated offering. Early Termination Fees are applied on a per circuit basis. Circuit adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fee penalties. Early Termination Fees are applicable when a circuit is disconnected or moved to the FCC 1 Tariff.

The customer is required to retain the service for a minimum period of two years (24 months) from the installation date.

The customer may make changes, except disconnection, to the service during the two year minimum period at the applicable tariffed rates and charges.

If at any time during the two year (24 months) minimum period following installation, the service is disconnected as a result of a customer request or disconnection of the customer's service in accordance with the Utility's applicable tariffs, the customer will be charged a portion of the non recurring charges waived at the time of the installation. Each month the customer retains the service the termination liability will be reduced by 1/24th of the non recurring rate in effect at the time of installation.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

33. "Win With SuperTrunk-Summary Bill" (Cont'd)

(N)

Early termination fees associated with Value PromiseSM Plus apply.

- If the customer terminates this agreement prior to the expiration of the term commitment, customer shall pay Pacific Bell the lesser of the following:

The sum of all discounts rendered under the terms of this agreement, plus 10% annual interest*, prorated monthly. Discounts are defined to include reductions to monthly tariff rates, full or partial waivers of the nonrecurring charges, and any other credits or discounts that have been rendered under the terms of this agreement. For purposes of calculating termination liability, the amount of discounts are as follows:

VPP MOU Range	Type of Discount	Discount Amount
2,000-8,400	Toll & CUSTOM 8 MOU Discount	\$.049
8,401-17,000	Toll & CUSTOM 8 MOU Discount	\$.045
17,001-1,000,000	Toll & CUSTOM 8 MOU Discount	\$.043

Or, the total monthly charges or minimum annual commitments remaining on the service term, discounted by 10%.

- * The annual interest rate shall be calculated as the maximum rate permissible by law, not to exceed Pacific Bell's approved Cost of Capital. In addition, Pacific Bell reserves the right to waive or reduce customer's termination liability amount when customer migrates to other services provided by Pacific Bell.

The monthly average Value PromiseSM Plus MOUs must be 90% of the minimum Value PromiseSM Plus MOUs for the MOU commitment level range selected for months 1-2 after the customer has completed two (2) full months billing cycles or the customer is disqualified and is considered terminated from this promotion and the Early Termination fees will apply.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

33. "Win With SuperTrunk-Summary Bill" (Cont'd)

(N)

The monthly average Value PromiseSM Plus MOUs must be at least 75% of the minimum Value PromiseSM Plus MOUs for the MOU commitment level range selected form months 1-9 after the customer has completed nine (9) full months billing cycles of the customer is disqualified and is considered terminated from this promotion and the Early Termination fees will apply.

The monthly average Value PromiseSM Plus MOUs must be at least 75% of the minimum Value PromiseSM Plus MOUs for the MOU commitment level range selected for months 1-16 after the customer has completed sixteen (16) full months billing cycles or the customer is disqualified and is considered terminated from this promotion and the Early Termination fees will apply.

The monthly average Value PromiseSM Plus MOUs must be at least 80% of the minimum Value PromiseSM Plus MOUs for the MOU commitment level range selected for months 1-24 after the customer has completed twenty-four (24) full months billing cycles or the customer is disqualified and is considered terminated from this promotion and the Early Termination fees will apply.

After the customer has completed twenty-four (24) full months billing cycles, Pacific Bell will calculate final credit due payment, as appropriate, the earned credit to be paid for the customer's VPP Summary Bill BTN(s) which are still in service at the end of the Agreement term that have not already been credited and that have exceeded the minimum MOUs for the MOU commitment level range selected averaged over months 1 though 24.

Customers who have received some of their Value PromiseSM Plus usage credits stated in this promotion and who want to move to another promotion agreement and/or offer that includes usage credits will only receive usage credits for additional usage provided to Pacific Bell which is above and beyond the usage commitment levels selected by the customer in this promotion. If customer migrates to another usage promotion, customer must maintain no less than the minimum MOU commitment level selected for this promotion. If customer fails to maintain this promotion's usage commitment level, Early Termination fees will apply.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

34. "It's PRI 2001"

(N)

A new promotion for Primary Rate ISDN (PRI) is available to customers with locations in Verizon territory. To qualify for this promotion the customer must agree to enroll in this promotion for at least 18 months of service and newly installs a minimum of:

- One (1) Primary Rate ISDN (PRI) Package 1, 2, or 3

The customer will receive a waiver of the non-recurring charges associated with each PRI Package.

Early Termination Fees are applied on a per PRI interface package basis. Service adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fees. The customer is required to retain the service for a minimum period of 18 months from the installation date. The customer may make changes, except disconnection, to the service during the 18-month minimum period at the applicable tariffed rates and charges. Unless otherwise stated in the agreement: (1) if the Customer does not meet the required terms and conditions, disconnects any required terms and conditions, or disconnects any required service prior to completion of any agreed upon term, no further credits or waivers will be given to the Customer; and, (2) the Utility will bill the Customer, and the Customer will be required to pay, all previous credits and waived charges received pursuant to the promotion. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

Unless otherwise specified, customers with services governed under G.O. 96-A contracts do not qualify for this promotion. PRI services installed under this offering may not participate in other PRI promotions. Unless otherwise specified, customers participating in this offer may also participate in promotions for other services.

This promotion is offered from February 23, 2001 through November 30, 2001.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

35. "Light With PRI 2001"

(N)

This promotion is available to new and existing Primary Rate ISDN, Package 1, 2, and/or 3 services when the customer makes a 24 month commitment to use the following Pacific Bell services:

- Install Primary Rate ISDN (new service)
- Install Special Access DS1 (new ISDN facility).
- Value PromiseSM Plus plan with a \$500 minimum monthly average of non-discounted incremental Pacific Bell Local Toll and/or Custom 8 per location within the first two full months billing cycles.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or Custom 8 usage commitment level per Primary Rate ISDN package 1, 2 and/or 3, Special Access DS1 service per Summary Bill BTN over the life of the 24 month promotion agreement (see Light with PRI Commitment Level matrix in the Minimum Required Service section).

The customer will receive

- Installation of the Primary Rate ISDN service and Special Access 2-point DS1 service at no charge. (Applies to new service only.)
- Waiver of the installation charge for CUSTOM 8 line (applies to new CUSTOM 8 lines only)
- A one-time additional credit equaling:

A 15% discount on the monthly recurring charges for each Primary Rate ISDN package 1, 2 or 3.

A 25% discount on the monthly recurring charges for each Special Access DS1 service for the life of the 24 month promotion agreement.

Usage award based on the customer's Light with PRI average monthly discounted usage commitment level for the life of the 24 month promotion agreement.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

35. "Light With PRI 2001" (Cont'd)

(N)

This promotion is offered from February 23, 2001 through November 30, 2001. All services orders must be installed no later than January 30, 2002.

To qualify for the promotion the customer must maintain a minimum incremental discounted monthly average Pacific Bell Local Toll and or CUSTOM 8 usage of \$500.00 per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per Value PromiseSM Plus Summary Bill BTN.

a. The \$500 minimum monthly average of incremental usage includes the following options:

- Outbound Pacific Bell Local Toll, Inbound CUSTOM 8, and SBC Calling Services Card only.
- Pacific Bell Local Toll only.
- Pacific Bell Local Toll Calling Card only.
- Inbound CUSTOM 8 only.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

35. "Light with PRI" (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Pacific Bell Local Toll usage level over the life of the 24 month agreement as indicated below:

Light with PRI Usage Commitment Level

¹ Discounted Pacific Bell Local Toll and or CUSTOM 8 Usage Commitment Level ^{Note1}	Applicable One-time Usage Award Credit
\$250	\$1,250
\$300	\$1,500
\$500	\$2,500
\$750	\$3,750
\$1,000	\$5,000
\$1,250	\$6,250
\$1,500	\$7,500
\$1,750	\$8,750
\$2,000	\$10,000
\$2,250	\$11,250
\$2,500	\$12,500
\$2,750	\$13,750
\$3,000	\$15,000
\$3,250	\$16,250
\$3,500	\$17,500
\$3,750	\$18,750
\$4,000	\$20,000
\$4,250	\$21,250
\$4,500	\$22,500
\$4,750	\$23,750
\$5,000	\$25,000
\$5,250	\$26,250
\$5,500	\$27,500
\$5,750	\$28,750
\$6,000	\$30,000
\$6,250	\$31,250
\$6,500	\$32,500
\$6,750	\$33,750
\$7,000	\$35,000
\$7,250	\$36,250
\$7,500	\$37,500

NOTE 1: Qualifying usage commitment levels are determined at the Value PromiseSM Plus Summary Bill BTN Level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

35. "Light with PRI" (Cont'd)

(N)

Services obtained under this promotion may not participate in other Usage, CVN, Special Access DS1, and/or Primary Rate ISDN package 1, 2 and/or 3 promotions simultaneously unless otherwise specified.

Each Value PromiseSM Plus Summary Bill BTN is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this promotion. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Customers' locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll of at least \$300, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the promotional usage credit received by the customer and 5 (five) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

36. "SuperTrunk Gold 2001"

(N)

A new promotion is available to customers with locations in Verizon territory. To qualify for this promotion the customer must agree to a commitment of at least 24 months and newly installs a minimum of:

- One (1) SuperTrunk, Trunk Group and Special Access DS1 circuit

The customer will receive:

- A waiver of the non-recurring charges associated with (per serving arrangement):
 - SuperTrunk interface (a \$650.00 value)
 - First Trunk Group (a \$125.00 value)
 - Special Access DS1 channel terminations (a \$633.50 value per channel termination)

Early Termination Fees are applied on a per SuperTrunk serving arrangement basis. Service adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fees. The customer is required to retain the service for a minimum period of 24 months from the installation date. The customer may make changes, except disconnection, to the service during the 24-month minimum period at the applicable tariffed rates and charges. Unless otherwise stated in the agreement: (1) if the Customer does not meet the required terms and conditions, disconnects any required terms and conditions, or disconnects any required service prior to completion of any agreed upon term, no further credits or waivers will be given to the Customer; and, (2) the Utility will bill the Customer, and the Customer will be required to pay, all previous credits and waived charges received pursuant to the promotion. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

Unless otherwise specified, customers with services governed by a 96A contract do not qualify for this promotion. Services installed under this promotion may not participate in other promotions for the same services. Unless otherwise specified, customers participating in this offer may also participate in promotions for services other than SuperTrunk, Trunk Group and HiCap DS1.

This promotion is available February 26, 2001 through November 30, 2001.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

37. "Elite With SuperTrunk 2001"

(N)

A new promotion is available for for new and existing SuperTrunk customers who are currently in Verizon territory. To qualify for this promotion the customer must agree to a 24 month commitment to the following services:

- Install SuperTrunk (applies to new SuperTrunk customers only).
- Install Special Access DS1 (applies to new SuperTrunk customers only).
- Subscribe to the Value PromiseSM Plus Option 2 plan with \$500 minimum monthly average of incremental discounted Pacific Bell Local Toll and/or CUSTOM 8 Business Line Termination usage per SuperTrunk per location.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or CUSTOM 8 usage commitment level per SuperTrunk per location over the life of the 24 month promotion agreement (see the Elite with SuperTrunk Usage Commitment Level matrix in the Minimum Required Service Section in this document).

The customer will receive:

- Installation of the SuperTrunk, one Trunk Group and Special Access IntraLATA DS1 at no charge. (Applies to new SuperTrunk customers only.)
- Waiver of the installation charge for CUSTOM 8 line (applies to new CUSTOM 8 lines only)
- A one-time additional credit equaling:
 - A 25% discount on the monthly recurring charges for each SuperTrunk and HiCap for the life of the 24 month promotion agreement.
 - Usage award based on the customer's Elite with SuperTrunk average monthly discounted usage commitment level for the life of the 24 month promotion agreement.

Unless otherwise specified, customers with services governed under a Custom Contract or G.O. 96-A contract and customers participating in other usage product promotions are not eligible for this offering. unless otherwise specified. Services governed under a PBX Trunk promotion may not participate in more than one PBX Trunk promotion simultaneously for the same set of PBX Trunks. Customers may elect to participate in multiple Pacific Bell promotions simultaneously unless otherwise specified. USOCs able to participate in this offer are: HiCap=TMECS, and SuperTrunk= SK2, SK4, SK6+ SuperTrunk Group and CUSTOM 8= W8B+T.

This promotion is offered from February 26, 2001 through November 30, 2001.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

38. "Centrex Now 2001"

A new promotion for Centrex service available to business customers located in Verizon territory where collocation facilities are available. To qualify for this promotion any new Pacific Bell customer or new Centrex customer must verbally agree to a 36-month commitment and agree to purchase a new Centrex Common Block with the following:

- Minimum of five (5) Centrex lines (no maximum)
- Centrex Classic Feature Packages on each Centrex line
- Subscribe to a Pacific Bell usage plan

The customer will receive a waiver of the installation charges for the Centrex lines and each Centrex Classic Feature package.

Unless otherwise specified, customers with services governed under G.O. 96-A contracts and customers subscribing to Centrex ISDN may not participate in this promotion; however, unless otherwise specified, customers participating in this promotion may participate in promotions for other services including, but not limited to, SuperTrunk and PRI.

This promotion is offered from May 15, 2001 through December 10, 2001. (T)
All services must have a requested installation date of no later than February 10, 2002. (T)

Early Termination Fees are applicable when a line is disconnected or moved outside of Verizon Territory where collocation facilities are available. Adds, moves and changes are billed at the existing tariff rates and do not carry Early Termination Fees. The customer is required to retain the service for a minimum period of three (36 months) from the installation date. The customer may make changes, except disconnection, to the service during the three-year minimum period at the applicable tariffed rates and charges. The customer must maintain 100% of the required service for the duration of the agreement term. If the customer disconnects any of the lines purchased under this promotion, Pacific Bell will bill the customer for, and the customer agrees to pay, all previously waived charges. In addition, the customer also agrees to pay any other applicable charges, payments or disconnection/termination fees required by the tariff.

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

39. "Solutions for Small Business 2001"

A new promotion available to business customers in Verizon territory where collocation-based service is available. To qualify for this promotion customers must verbally agree to a 24-month commitment and newly install a minimum of the following:

Required Service	Monthly Rate	Non-Recurring Charge
1 Measured Business Line ¹	\$16.81 each (excl. EUCL)	NO
Usage Plan ^{1,2}		
Caller ID	\$ 7.12	NO
Call Forwarding	3.89	NO
Remote Access to Call Forwarding	1.38	NO
Three-Way Calling	3.89	NO
Call Waiting	3.89	NO
Call Waiting ID	3.00	NO
Total	\$39.98	NO

Installation charges of \$75.00 are waived for each LMB the customer commits to.

Toll Free Service and DSL with Internet Service are available to customers as additional options at tariffed rates and charges.

This promotion is offered from May 15, 2001 through December 10, 2001. (T)
All installations must be completed by February 10, 2002. (T)

Customers with services governed under G.O. 96-A contracts are not eligible for this promotion. Unless otherwise specified, customers participating in this promotion may also participate in promotions for other services including, but not limited to, Usage, Centrex, SuperTrunk and PRI.

NOTE 1: If a customer opts for Flat Rate Plus for a Business usage plan, Caller ID, Three Way Calling, Call Forwarding and Remote Access to Call Forwarding are included.
NOTE 2: The usage plan is to be determined by the customer.

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

39. "Solutions for Small Business 2001" (Cont'd)

(N)

Early Termination Fees are applicable when a line is disconnected or moved outside of Verizon Territory where collocation facilities are available. Adds, moves and changes are billed at the existing tariff rates and do not carry Early Termination Fees. The customer is required to retain the service for a minimum period of two years (24 months) from the installation date. The customer may make changes, except disconnection, to the service during the two-year minimum period at the applicable tariffed rates and charges. The customer must maintain 100% of the required service for the duration of the agreement term. If the customer disconnects any of the lines purchased under this promotion, Pacific Bell will bill the customer for, and the customer agrees to pay, all previously waived charges. In addition, the customer also agrees to pay any other applicable charges, payments or disconnection/termination fees required by the appropriate tariff.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

40. "Simply for Small Business 2001"

A new promotion available to business customers in Verizon territory where collocation-based service is available. To qualify for this promotion customers must verbally agree to a 24-month commitment and newly install a minimum of the following:

Required Service	Monthly Rate	Non-Recurring Charge
1 Measured Business Line	\$16.81 each	NO
Usage Plan ^{1,2}	(excl. EUCL)	
Additional Options		
Caller ID	\$7.12	\$5.70
Call Forwarding	3.89	5.70
Remote Access to Call Forwarding	1.38	5.70
Three-Way Calling	3.89	5.70
Call Waiting	3.89	5.70
Call Waiting ID	3.00	5.70
WirePro	3.95	NO

Toll Free Service and DSL with Internet Service are also available
(DSL where facilities permit)

Installation charges of \$75.00 are waived for each LMB, with a 24-month customer commitment.

This promotion is available from May 15, 2001 through December 10, 2001. (T)
All installations must be completed by February 10, 2002. (T)

Customers with services governed under G.O. 96-A contracts are not eligible for this promotion. Unless otherwise specified, customers participating in this promotion may also participate in promotions for other services including, but not limited to, Usage, Centrex, SuperTrunk and PRI.

NOTE 1: If a customer opts for Flat Rate Plus for a Business usage plan, Caller ID, Three Way Calling, Call Forwarding and Remote Access to Call Forwarding are included.

NOTE 2: The usage plan is to be determined by the customer.

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

40. "Simply for Small Business 2001" (Cont'd)

Early Termination Fees are applicable when a line is disconnected or moved outside of Verizon Territory where collocation facilities are available. Adds, moves and changes are billed at the existing tariff rates and do not carry Early Termination Fees. The customer is required to retain the service for a minimum period of two years (24 months) from the installation date. The customer may make changes, except disconnection, to the service during the two-year minimum period at the applicable tariffed rates and charges. The customer must maintain 100% of the required service for the duration of the agreement term.

(N)

(N)

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

41. ELITE WITH PRI 2002

(N)

Eligible customers who enroll in this promotion and make a 24 month commitment to the following services:

- Installation of Primary Rate ISDN package 1, 2 and/or 3 (new service only).
- Install IntraLATA Special Access DS1 service (for new Primary Rate ISDN service only).
- Install DID Station Numbers (Optional - applies to new customers only).
- Subscribe to Value PromiseSM Plus Option 2 plan with \$500 minimum monthly average of incremental discounted Pacific Bell Local Toll and/or CUSTOM 8 Business Line Termination usage per Primary Rate ISDN package 1, 2 and/or 3.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or Custom 8 usage commitment level per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location over the life of the 24 month agreement (see the Elite with PRI Usage Commitment Level matrix).

Will receive:

- Waiver of the installation of the Primary Rate ISDN package 1, 2 and/or 3 and Special Access 2-point IntraLATA DS1 service (new service only.)
- Waiver of the installation charge for the first block of DID station numbers (optional - applies to new customers only).
- Waiver of the installation charge for CUSTOM 8 line (new CUSTOM 8 service only)
- A one-time additional credit equaling:

A 25% discount on the monthly recurring rates for each Primary Rate ISDN package 1, 2 or 3

A 25% discount on the monthly recurring rates for each HiCap DS1 for the life of the 24 month agreement.

Usage award based on the customer's Elite with PRI 2002 average monthly discounted usage commitment level for the life of the 24 month agreement.

A one time credit equal to 50% of the monthly recurring charges for each CUSTOM 8 service for the 24 month agreement period.

This promotion is available February 27, 2002 through June 26, 2002. All installations must be completed by September 30, 2002.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

41. ELITE WITH PRI 2002 (Cont'd)

(N)

To qualify for the offering the customer must maintain a minimum incremental discounted monthly average Local Toll of \$500 per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location. The \$500 minimum monthly average of discounted incremental usage includes the following four options:

- Outbound Pacific Bell Local Toll and SBC Calling Services Card only.
- Pacific Bell Local Toll only.
- Pacific Bell Inbound CUSTOM 8 only
A combination of inbound Pacific Bell CUSTOM 8, outbound Pacific Bell Local Toll and SBC Calling Services Card

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

- 19.2 PROMOTIONAL SERVICES (Cont'd)
 41. ELITE WITH PRI 2002 (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Pacific Bell Local Toll usage level per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location over the life of the 24 month agreement as outlined in the following chart:

Elite with PRI Usage Commitment Level

*Discounted VPP Commitment Level	Applicable One-time Usage Award Credit
\$500	\$4,500
\$550	\$4,950
\$750	\$6,750
\$1,000	\$9,000
\$1,250	\$11,250
\$1,500	\$13,500
\$1,750	\$15,750
\$2,000	\$18,000
\$2,250	\$20,250
\$2,500	\$22,500
\$2,750	\$24,750
\$3,000	\$27,000
\$3,250	\$29,250
\$3,500	\$31,500
\$3,750	\$33,750
\$4,000	\$36,000
\$4,250	\$38,250
\$4,500	\$40,500
\$4,750	\$42,750
\$5,000	\$45,000
\$5,250	\$47,250
\$5,500	\$49,500
\$5,750	\$51,750
\$6,000	\$54,000
\$6,250	\$56,250
\$6,500	\$58,500
\$6,750	\$60,750
\$7,000	\$63,000
\$7,250	\$65,250
\$7,500	\$67,500

NOTE 1: Qualifying usage commitment levels are determined at the customer premises level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

- 19.2 PROMOTIONAL SERVICES (Cont'd)
41. ELITE WITH PRI 2002 (Cont'd)

(N)

The following may not participate in this promotion:

Customers participating in other Usage product promotions unless otherwise specified.

Customers participating in other promotions for the same PRI package 1, 2, or 3 or Special Access service.

Customers may elect to participate in multiple Pacific Bell promotions simultaneously unless otherwise specified.

This offering is valid when a customer supersedes, number changes or T&Fs as long as the customer maintains the required 24 month Term agreement.

A single customer with multiple customer premises may participate in this promotional offer. Each customer premises is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this offer. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Customers' locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus Option 2 usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll and/or Custom 8 of at least \$500, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the usage credit received by the customer and 9 (nine) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

42. "It's PRI 2002"

(N)

A new promotion for Primary Rate ISDN (PRI) is available to customers with locations in Verizon territory. To qualify for this promotion the customer must agree to enroll in this promotion for at least 18 months of service and newly installs a minimum of:

- One (1) Primary Rate ISDN (PRI) Package 1, 2, or 3

The customer will receive a waiver of the non-recurring charges associated with each PRI Package.

Early Termination Fees are applied on a per PRI interface package basis. Service adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fees. The customer is required to retain the service for a minimum period of 18 months from the installation date. The customer may make changes, except disconnection, to the service during the 18-month minimum period at the applicable tariffed rates and charges. Unless otherwise stated in the agreement: (1) if the Customer does not meet the required terms and conditions, disconnects any required terms and conditions, or disconnects any required service prior to completion of any agreed upon term, no further credits or waivers will be given to the Customer; and, (2) the Utility will bill the Customer, and the Customer will be required to pay, all previous credits and waived charges received pursuant to the promotion. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

Unless otherwise specified, customers with services governed under G.O. 96-A contracts do not qualify for this promotion. PRI services installed under this offering may not participate in other PRI or Special Access promotions. Unless otherwise specified, customers participating in this offer may also participate in promotions for other services.

This promotion is offered from February 27, 2002 through June 26, 2002.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

43. "Light With PRI 2002"

(N)

This promotion is available to new and existing customers for Primary Rate ISDN, Package 1, 2, and/or 3 service when the customer makes a 24 month commitment to use the following Pacific Bell services:

- Install Primary Rate ISDN (new service only)
- Install Special Access DS1 (new ISDN transport facility).
- Install DID Station Numbers (optional - applies to new customers only)
- Value PromiseSM Plus Option 2 plan with a \$250 minimum monthly average of discounted incremental Pacific Bell Local Toll and/or Custom 8 Business Line Termination per Summary Bill BTN within the first two full months billing cycles.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or Custom 8 usage commitment level per Primary Rate ISDN package 1, 2 and/or 3, Special Access DS1 service per Summary Bill BTN over the life of the 24 month promotion agreement (see Light with PRI Commitment Level matrix following).

The customer will receive:

- Installation of the Primary Rate ISDN service and Special Access 2-point DS1 service at no charge. (Applies to new service only.)
- Waiver of the installation charge for the first block of DID station numbers (optional - applies to new customers only).
- Waiver of the installation charge for CUSTOM 8 line (applies to new CUSTOM 8 lines only)
- A one-time additional credit equaling:

A 15% discount on the monthly recurring charges for each Primary Rate ISDN package 1, 2 or 3.

A 25% discount on the monthly recurring charges for each Special Access DS1 service for the life of the 24 month promotion agreement.

Usage award based on the customer's Light with PRI average monthly discounted usage commitment level for the life of the 24 month promotion agreement.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

- 19.2 PROMOTIONAL SERVICES (Cont'd)
43. "Light With PRI 2002" (Cont'd)

(N)

To qualify for the promotion the customer must maintain a minimum incremental discounted monthly average Pacific Bell Local Toll and or CUSTOM 8 usage of \$250.00 per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per Value PromiseSM Plus Summary Bill BTN.

The \$250 minimum monthly average of incremental usage includes the following options:

- Outbound Pacific Bell Local Toll, Inbound CUSTOM 8, and SBC Calling Services Card only.
- Pacific Bell Local Toll only.
- Pacific Bell Local Toll Calling Card only.
- Inbound CUSTOM 8 only.

This promotion is offered from February 27, 2002 through June 26, 2002. All services orders must be installed no later than September 30, 2002.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

43. "Light with PRI 2002" (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Pacific Bell Local Toll usage level over the life of the 24 month agreement as indicated below:

Light with PRI Usage Commitment Level

*Discounted VPP Commitment Level	Applicable One-time Usage Award Credit
\$250	\$1,250
\$300	\$1,500
\$500	\$2,500
\$750	\$3,750
\$1,000	\$5,000
\$1,250	\$6,250
\$1,500	\$7,500
\$1,750	\$8,750
\$2,000	\$10,000
\$2,250	\$11,250
\$2,500	\$12,500
\$2,750	\$13,750
\$3,000	\$15,000
\$3,250	\$16,250
\$3,500	\$17,500
\$3,750	\$18,750
\$4,000	\$20,000
\$4,250	\$21,250
\$4,500	\$22,500
\$4,750	\$23,750
\$5,000	\$25,000
\$5,250	\$26,250
\$5,500	\$27,500
\$5,750	\$28,750
\$6,000	\$30,000
\$6,250	\$31,250
\$6,500	\$32,500
\$6,750	\$33,750
\$7,000	\$35,000
\$7,250	\$36,250
\$7,500	\$37,500

NOTE 1: Qualifying usage commitment levels are determined at the Value PromiseSM Plus Summary Bill BTN Level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

43. "Light with PRI 2002" (Cont'd)

(N)

Services obtained under this promotion may not participate in other Usage, Special Access DS1, and/or Primary Rate ISDN package 1, 2 and/or 3 promotions simultaneously unless otherwise specified.

Each Value PromiseSM Plus Summary Bill BTN is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this promotion. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Customers' locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll of at least \$250, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the promotional usage credit received by the customer and 5 (five) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

44. ELITE WITH SUPERTRUNK 2002

(N)

Eligible customers who enroll in this promotion and make a 24 month commitment to the following services:

- Installation of SuperTrunk (new SuperTrunk customers only).
- Install IntraLATA Special Access DS1 service (new SuperTrunk customers only).
- Install DID Station Numbers (Optional - applies to new customers only).
- Subscribe to Value PromiseSM Plus Option 2 plan with \$500 minimum monthly average of incremental discounted Pacific Bell Local Toll and/or CUSTOM 8 Business Line Termination usage per SuperTrunk location.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or Custom 8 usage commitment level per SuperTrunk location over the life of the 24 month agreement (see the Elite with SuperTrunk Usage Commitment Level matrix).

Will receive:

- Waiver of the installation of the SuperTrunk and IntraLATA Special Access DS1 service (new service only.)
- Waiver of the installation charge for the first block of DID station numbers (optional - applies to new customers only).
- Waiver of the installation charge for CUSTOM 8 line (new CUSTOM 8 service only)
- A one-time additional credit equaling:

A 25% discount on the monthly recurring rates for SuperTrunk

A 25% discount on the monthly recurring rates for each Special Access DS1 service for the life of the 24 month agreement.

Usage award based on the customer's Elite with SuperTrunk 2002 average monthly discounted usage commitment level for the life of the 24 month agreement.

This promotion is available February 27, 2002 through June 26, 2002. All installations must be completed by September 30, 2002.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

44. ELITE WITH SUPERTRUNK 2002 (Cont'd)

(N)

To qualify for the offering the customer must maintain a minimum incremental discounted monthly average Local Toll of \$500 per SuperTrunk location. The \$500 minimum monthly average of discounted incremental usage includes the following four options:

- Outbound Pacific Bell Local Toll and SBC Calling Services Card only.
 - Pacific Bell Local Toll only.
 - Pacific Bell Inbound CUSTOM 8 only
- A combination of inbound Pacific Bell CUSTOM 8, outbound Pacific Bell Local Toll and SBC Calling Services Card

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

- 19.2 PROMOTIONAL SERVICES (Cont'd)
 44. ELITE WITH SUPERTRUNK 2002 (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Pacific Bell Local Toll usage level per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location over the life of the 24 month agreement as outlined in the following chart:

Elite with SuperTrunk 2002 Usage Commitment Level

*Discounted VPP Commitment Level	Applicable One-time Usage Award Credit
\$500	\$4,500
\$550	\$4,950
\$750	\$6,750
\$1,000	\$9,000
\$1,250	\$11,250
\$1,500	\$13,500
\$1,750	\$15,750
\$2,000	\$18,000
\$2,250	\$20,250
\$2,500	\$22,500
\$2,750	\$24,750
\$3,000	\$27,000
\$3,250	\$29,250
\$3,500	\$31,500
\$3,750	\$33,750
\$4,000	\$36,000
\$4,250	\$38,250
\$4,500	\$40,500
\$4,750	\$42,750
\$5,000	\$45,000
\$5,250	\$47,250
\$5,500	\$49,500
\$5,750	\$51,750
\$6,000	\$54,000
\$6,250	\$56,250
\$6,500	\$58,500
\$6,750	\$60,750
\$7,000	\$63,000
\$7,250	\$65,250
\$7,500	\$67,500

NOTE 1: Qualifying usage commitment levels are determined at the customer premises level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

44. ELITE WITH SUPERTRUNK 2002 (Cont'd)

(N)

The following may not participate in this promotion:

Customers participating in other Usage product promotions unless otherwise specified.

Customers participating in other promotions for SuperTrunk or Special Access service.

Customers may elect to participate in multiple Pacific Bell promotions simultaneously unless otherwise specified.

This offering is valid when a customer supersedes, number changes or moves as long as the customer maintains the required 24 month Term agreement.

A single customer with multiple customer premises may participate in this promotional offer. Each customer premises is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this offer. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Customers' locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus Option 2 usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll and/or Custom 8 of at least \$500, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the usage credit received by the customer and 9 (nine) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

45. "SuperTrunk Gold 2002"

(N)

A new promotion for SuperTrunk is available to customers with locations in Verizon territory. To qualify for this promotion the customer must agree to enroll in this promotion for at least 24 months of service and newly installs a minimum of:

- One (1) SuperTrunk, Trunk Group, and Special Access DS1 service

The customer will receive a waiver of the non-recurring charges associated with the SuperTrunk interface, First Trunk Group, Special Access DS1 channel terminations.

Early Termination Fees are applied on a per SuperTrunk serving arrangement basis. Service adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fees. The customer is required to retain the service for a minimum period of 24 months from the installation date. The customer may make changes, except disconnection, to the service during the 24-month minimum period at the applicable tariffed rates and charges. Unless otherwise stated in the agreement: (1) if the Customer does not meet the required terms and conditions, disconnects any required terms and conditions, or disconnects any required service prior to completion of any agreed upon term, no further credits or waivers will be given to the Customer; and, (2) the Utility will bill the Customer, and the Customer will be required to pay, all previous credits and waived charges received pursuant to the promotion. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

Unless otherwise specified, customers with services governed under G.O. 96-A contracts do not qualify for this promotion. Services installed under this offering may not participate in other promotions for SuperTrunk, Trunk Group, or Special Access DS1 service. Unless otherwise specified, customers participating in this offer may participate in promotions for other services.

This promotion is offered from February 27, 2002 through June 26, 2002.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

46. "Light With SUPERTRUNK 2002"

(N)

This promotion is available to new and existing customers for Primary Rate ISDN, Package 1, 2, and/or 3 service when the customer makes a 24 month commitment to use the following Pacific Bell services:

- Install SuperTrunk (new service only)
- Install Special Access DS1 (new SuperTrunk transport facility).
- Install DID Station Numbers (optional - applies to new customers only)
- Value PromiseSM Plus Option 2 plan with a \$250 minimum monthly average of discounted incremental Pacific Bell Local Toll and/or Custom 8 Business Line Termination per Summary Bill BTN within the first two full months billing cycles.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or Custom 8 usage commitment level per SuperTrunk per Summary Bill BTN over the life of the 24 month promotion agreement (see Light with SuperTrunk Commitment Level matrix following).

The customer will receive:

- Installation of the SuperTrunk service, one Trunk Group, Custom 8, and one Special Access 2-point DS1 service at no charge. (Applies to new SuperTrunk customers only.)
- Waiver of the installation charge for the first block of DID station numbers (optional - applies to new customers only).
- A one-time additional credit equaling:

A 25% discount on the monthly recurring charges for each SuperTrunk and Special Access DS1 service service.

Usage award based on the customer's Light with SuperTrunk average monthly discounted usage commitment level for the life of the 24 month promotion agreement.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

46. "Light With SUPERTRUNK 2002" (Cont'd)

(N)

To qualify for the promotion the customer must maintain a minimum incremental discounted monthly average Pacific Bell Local Toll and or CUSTOM 8 usage of \$250.00 per SuperTrunk service per Value PromiseSM Plus Summary Bill BTN.

The \$250 minimum monthly average of incremental usage includes the following options:

- Outbound Pacific Bell Local Toll, Inbound CUSTOM 8, and SBC Calling Services Card only.
- Pacific Bell Local Toll only.
- Inbound CUSTOM 8 only.

This promotion is offered from February 27, 2002 through June 26, 2002. All services orders must be installed no later than September 30, 2002.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

46. "Light with SUPERTRUNK 2002" (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Pacific Bell Local Toll usage level over the life of the 24 month agreement as indicated below:

Light with SuperTrunk Usage Commitment Level

*Discounted VPP Commitment Level	Applicable One-time Usage Award Credit
\$250	\$1,250
\$300	\$1,500
\$500	\$2,500
\$750	\$3,750
\$1,000	\$5,000
\$1,250	\$6,250
\$1,500	\$7,500
\$1,750	\$8,750
\$2,000	\$10,000
\$2,250	\$11,250
\$2,500	\$12,500
\$2,750	\$13,750
\$3,000	\$15,000
\$3,250	\$16,250
\$3,500	\$17,500
\$3,750	\$18,750
\$4,000	\$20,000
\$4,250	\$21,250
\$4,500	\$22,500
\$4,750	\$23,750
\$5,000	\$25,000
\$5,250	\$26,250
\$5,500	\$27,500
\$5,750	\$28,750
\$6,000	\$30,000
\$6,250	\$31,250
\$6,500	\$32,500
\$6,750	\$33,750
\$7,000	\$35,000
\$7,250	\$36,250
\$7,500	\$37,500

NOTE 1: Qualifying usage commitment levels are determined at the Value PromiseSM Plus Summary Bill BTN Level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

46. "Light with SUPERTRUNK 2002" (Cont'd)

(N)

Services obtained under this promotion may not participate in other Usage, Special Access, or SuperTrunk promotions unless otherwise specified.

Each Value PromiseSM Plus Summary Bill BTN is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this promotion. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Customers' locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll of at least \$250, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the promotional usage credit received by the customer and 5 (five) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

47. ELITE WITH PRI SUMMER 2002

(N)

Eligible customers who enroll in this promotion and make a 24 month commitment to the following services:

- Installation of Primary Rate ISDN package 1, 2 and/or 3 (new service only).
- Install IntraLATA Special Access DS1 service (for new Primary Rate ISDN service only).
- Install DID Station Numbers (Optional - applies to new customers only).
- Subscribe to Value PromiseSM Plus Option 2 plan with \$500 minimum monthly average of incremental discounted Pacific Bell Local Toll and/or CUSTOM 8 Business Line Termination usage per Primary Rate ISDN package 1, 2 and/or 3.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or Custom 8 usage commitment level per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location over the life of the 24 month agreement (see the Elite with PRI Usage Commitment Level matrix).

Will receive:

- Waiver of the installation of the Primary Rate ISDN package 1, 2 and/or 3 and Special Access 2-point IntraLATA DS1 service (new service only.)
- Waiver of the installation charge for the first block of DID station numbers (optional - applies to new customers only).
- Waiver of the installation charge for CUSTOM 8 line (new CUSTOM 8 service only)
- A one-time additional credit equaling:

A 25% discount on the monthly recurring rates for each Primary Rate ISDN package 1, 2 or 3

A 25% discount on the monthly recurring rates for each HiCap DS1 for the life of the 24 month agreement.

Usage award based on the customer's Elite with PRI 2002 average monthly discounted usage commitment level for the life of the 24 month agreement.

A one time credit equal to 50% of the monthly recurring charges for each CUSTOM 8 service for the 24 month agreement period.

This promotion is available June 26, 2002 through October 23, 2002.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

47. ELITE WITH PRI SUMMER 2002 (Cont'd)

(N)

This promotion is available to customers whose premises are located in the following Verizon wire centers:

MRHLCAXF	BLFLCAXF	LNBHCAXS	SNBRCAXH	WMNSCAXF
THOKCAXH	WLANCAXF	SNFNCAAG	LGBHCAXF	PCRVCAAF
SPLVCAXF	LSGTCAXF	LNCSCAXG	MSCYCAXF	NRWLCAXG
LNBHCAXH	LMLNCAXF	QZHLCAAF	NWPKCAXF	ONTRCAAG
SRMDCAXF	SNBRCAXK	SNYMCAAF	GRHLCAXF	WHTRCAAH
WLANCAXG	ETWNCAXF	HNBHCAXF	ONTRCAXM	HNBHCAXL
WLANCAXJ	HNBHCAXH	HRBHCAXA	GDLPCAXG	LNBHCAXM
DWNYCAXG	PACMCAXF	MNBHCAXF	SYLMCAAF	LNBHCAXT
SNBRCAXL	SNLDCAXF	ARTSCAXF	HNBHCAXG	RDLDCAXF
PSDNCAAF	SNTMCAAF	NRWLCAXF	LAPNCAAG	
EDMTCAXF	BLPKCAAF	BLGRCAXF	SNMNCAXG	
NOVTCAXF	WLANCAXH	LAPNCAAL	PDRYCAXF	
GLRYCAAF	THOKCAAF	CCMNCAXF	LNBHCAXF	
DWNYCAAF	SNBRCAXN	CLCYCAAG	LNBHCAXL	
RDBHCAXF	LNBHCAXG	SNMNCAXJ	TRNCCAXG	

To qualify for the offering the customer must maintain a minimum incremental discounted monthly average Local Toll of \$500 per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location. The \$500 minimum monthly average of discounted incremental usage includes the following four options:

- Outbound Pacific Bell Local Toll and SBC Calling Services Card only.
- Pacific Bell Local Toll only.
- Pacific Bell Inbound CUSTOM 8 only
A combination of inbound Pacific Bell CUSTOM 8, outbound Pacific Bell Local Toll and SBC Calling Services Card

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

47. ELITE WITH PRI SUMMER 2002 (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Pacific Bell Local Toll usage level per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location over the life of the 24 month agreement as outlined in the following chart:

Elite with PRI Usage Commitment Level

*Discounted VPP Commitment Level	Applicable One-time Usage Award Credit
\$500	\$4,500
\$550	\$4,950
\$750	\$6,750
\$1,000	\$9,000
\$1,250	\$11,250
\$1,500	\$13,500
\$1,750	\$15,750
\$2,000	\$18,000
\$2,250	\$20,250
\$2,500	\$22,500
\$2,750	\$24,750
\$3,000	\$27,000
\$3,250	\$29,250
\$3,500	\$31,500
\$3,750	\$33,750
\$4,000	\$36,000
\$4,250	\$38,250
\$4,500	\$40,500
\$4,750	\$42,750
\$5,000	\$45,000
\$5,250	\$47,250
\$5,500	\$49,500
\$5,750	\$51,750
\$6,000	\$54,000
\$6,250	\$56,250
\$6,500	\$58,500
\$6,750	\$60,750
\$7,000	\$63,000
\$7,250	\$65,250
\$7,500	\$67,500

NOTE 1: Qualifying usage commitment levels are determined at the customer premises level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

47. ELITE WITH PRI SUMMER 2002 (Cont'd)

(N)

The following may not participate in this promotion:

- Customers participating in other Usage product promotions unless otherwise specified.
- Customers participating in other promotions for the same PRI package 1, 2, or 3 or Special Access service.

Customers may elect to participate in multiple Pacific Bell promotions simultaneously unless otherwise specified.

This offering is valid when a customer supersedes, number changes or T&Fs as long as the customer maintains the required 24 month Term agreement.

A single customer with multiple customer premises may participate in this promotional offer. Each customer premises is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this offer. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Customers' locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus Option 2 usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll and/or Custom 8 of at least \$500, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the usage credit received by the customer and 9 (nine) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

48. "It's PRI SUMMER 2002"

(N)

A new promotion for Primary Rate ISDN (PRI) is available to customers with locations in Verizon territory. To qualify for this promotion the customer must agree to enroll in this promotion for at least 24 months of service and newly installs a minimum of:

- One (1) Primary Rate ISDN (PRI) Package 1, 2, or 3

The customer will receive a waiver of the non-recurring charges associated with each PRI Package.

Early Termination Fees are applied on a per PRI interface package basis. Service adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fees. The customer is required to retain the service for a minimum period of 24 months from the installation date. The customer may make changes, except disconnection, to the service during the 24-month minimum period at the applicable tariffed rates and charges. Unless otherwise stated in the agreement: (1) if the Customer does not meet the required terms and conditions, disconnects any required terms and conditions, or disconnects any required service prior to completion of any agreed upon term, no further credits or waivers will be given to the Customer; and, (2) the Utility will bill the Customer, and the Customer will be required to pay, all previous credits and waived charges received pursuant to the promotion. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

Unless otherwise specified, customers with services governed under G.O. 96-A contracts do not qualify for this promotion. PRI services installed under this offering may not participate in other PRI or Special Access promotions. Unless otherwise specified, customers participating in this offer may also participate in promotions for other services.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

48. "It's PRI SUMMER 2002" (Cont'd)

(N)

This promotion is available only to customers whose premises are located in the following Verizon wire centers:

MRHLCAXF	BLFLCAXF	LNBHCAXS	SNBRCAXH	WMNSCAXF
THOKCAXH	WLANCAXF	SNFNCAXG	LGBHCAXF	PCRVCAFX
SPLVCAXF	LSGTCAXF	LNCSCAXG	MSCYCAXF	NRWLCAXG
LNBHCAXH	LMLNCAXF	QZHLCAFX	NWPKCAXF	ONTRCAXG
SRMDCAXF	SNBRCAXK	SNYMCAFX	GRHLCAXF	WHTRCAXH
WLANCAXG	ETWNCAXF	HNBHCAXF	ONTRCAXM	HNBHCAXL
WLANCAXJ	HNBHCAXH	HRBHCAXA	GDLPCAXG	LNBHCAXM
DWNYCAXG	PACMCAFX	MNBHCAXF	SYLMCAFX	LNBHCAXT
SNBRCAXL	SNLDCAXF	ARTSCAXF	HNBHCAXG	RDLDCAXF
PSDNCAXF	SNTMCAFX	NRWLCAXF	LAPNCAXG	
EDMTCAXF	BLPKCAFX	BLGRCAXF	SNMNCAXG	
NOVTCAXF	WLANCAXH	LAPNCAXL	PDRYCAXF	
GLRYCAFX	THOKCAFX	CCMNCAXF	LNBHCAXF	
DWNYCAXF	SNBRCAXN	CLCYCAXG	LNBHCAXL	
RDBHCAXF	LNBHCAXG	SNMNCAXJ	TRNCCAXG	

This promotion is offered from June 26, 2002 through October 23, 2002.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

49. "Light With PRI SUMMER 2002"

(N)

This promotion is available to new and existing customers for Primary Rate ISDN, Package 1, 2, and/or 3 service when the customer makes a 24 month commitment to use the following Pacific Bell services:

- Install Primary Rate ISDN (new service only)
- Install Special Access DS1 (new ISDN transport facility).
- Install DID Station Numbers (optional - applies to new customers only)
- Value PromiseSM Plus Option 2 plan with a \$250 minimum monthly average of discounted incremental Pacific Bell Local Toll and/or Custom 8 Business Line Termination per Summary Bill BTN within the first two full months billing cycles.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or Custom 8 usage commitment level per Primary Rate ISDN package 1, 2 and/or 3, Special Access DS1 service per Summary Bill BTN over the life of the 24 month promotion agreement (see Light with PRI Commitment Level matrix following).

The customer will receive:

- Installation of the Primary Rate ISDN service and Special Access 2-point DS1 service at no charge. (Applies to new service only.)
- Waiver of the installation charge for the first block of DID station numbers (optional - applies to new customers only).
- Waiver of the installation charge for CUSTOM 8 line (applies to new CUSTOM 8 lines only)
- A one-time additional credit equaling:

A 15% discount on the monthly recurring charges for each Primary Rate ISDN package 1, 2 or 3.

A 25% discount on the monthly recurring charges for each Special Access DS1 service for the life of the 24 month promotion agreement.

Usage award based on the customer's Light with PRI average monthly discounted usage commitment level for the life of the 24 month promotion agreement.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

49. "Light With PRI SUMMER 2002" (Cont'd)

(N)

To qualify for the promotion the customer must maintain a minimum incremental discounted monthly average Pacific Bell Local Toll and or CUSTOM 8 usage of \$250.00 per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per Value PromiseSM Plus Summary Bill BTN.

The \$250 minimum monthly average of incremental usage includes the following options:

- Outbound Pacific Bell Local Toll, Inbound CUSTOM 8, and SBC Calling Services Card only.
- Pacific Bell Local Toll only.
- Pacific Bell Local Toll Calling Card only.
- Inbound CUSTOM 8 only.

This promotion is available only to customers whose premises are located in the following Verizon wire centers:

MRHLCAXF	BLFLCAXF	LNBHCAXS	SNBRCAXH	WMNSCAXF
THOKCAXH	WLANCAXF	SNFNCAXG	LGBHCAXF	PCRVCAXF
SPLVCAXF	LSGTCAXF	LNCSCAXG	MSCYCAXF	NRWLCAXG
LNBHCAXH	LMLNCAXF	QZHLCAXF	NWPKCAXF	ONTRCAXG
SRMDCAXF	SNBRCAXK	SNYMCAXF	GRHLCAXF	WHTRCAXH
WLANCAXG	ETWNCAXF	HNBHCAXF	ONTRCAXM	HNBHCAXL
WLANCAXJ	HNBHCAXH	HRBHCAXA	GDLPCAXG	LNBHCAXM
DWNYCAXG	PACMCAXF	MNBHCAXF	SYLMCAXF	LNBHCAXT
SNBRCAXL	SNLDCAXF	ARTSCAXF	HNBHCAXG	RDLDCAXF
PSDNCAXF	SNTMCAXF	NRWLCAXF	LAPNCAXG	
EDMTCAXF	BLPKCAXF	BLGRCAXF	SNMNCAXG	
NOVTCAXF	WLANCAXH	LAPNCAXL	PDRYCAXF	
GLRYCAXF	THOKCAXF	CCMNCAXF	LNBHCAXF	
DWNYCAXF	SNBRCAXN	CLCYCAXG	LNBHCAXL	
RDBHCAXF	LNBHCAXG	SNMNCAXJ	TRNCCAXG	

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

49. "Light with PRI SUMMER 2002" (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Pacific Bell Local Toll usage level over the life of the 24 month agreement as indicated below:

Light with PRI Usage Commitment Level

*Discounted VPP Commitment Level	Applicable One-time Usage Award Credit
\$250	\$1,250
\$300	\$1,500
\$500	\$2,500
\$750	\$3,750
\$1,000	\$5,000
\$1,250	\$6,250
\$1,500	\$7,500
\$1,750	\$8,750
\$2,000	\$10,000
\$2,250	\$11,250
\$2,500	\$12,500
\$2,750	\$13,750
\$3,000	\$15,000
\$3,250	\$16,250
\$3,500	\$17,500
\$3,750	\$18,750
\$4,000	\$20,000
\$4,250	\$21,250
\$4,500	\$22,500
\$4,750	\$23,750
\$5,000	\$25,000
\$5,250	\$26,250
\$5,500	\$27,500
\$5,750	\$28,750
\$6,000	\$30,000
\$6,250	\$31,250
\$6,500	\$32,500
\$6,750	\$33,750
\$7,000	\$35,000
\$7,250	\$36,250
\$7,500	\$37,500

NOTE 1: Qualifying usage commitment levels are determined at the Value PromiseSM Plus Summary Bill BTN Level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

49. "Light with PRI SUMMER 2002" (Cont'd)

(N)

Services obtained under this promotion may not participate in other Usage, Special Access DS1, and/or Primary Rate ISDN package 1, 2 and/or 3 promotions simultaneously unless otherwise specified.

Each Value PromiseSM Plus Summary Bill BTN is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this promotion. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Customers' locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll of at least \$250, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the promotional usage credit received by the customer and 5 (five) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

This promotion is offered from June 26, 2002 through October 23, 2002.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

50. ELITE WITH SUPERTRUNK SUMMER 2002

(N)

Eligible customers who enroll in this promotion and make a 24 month commitment to the following services:

- Installation of SuperTrunk (new SuperTrunk customers only).
- Install IntraLATA Special Access DS1 service (new SuperTrunk customers only).
- Install DID Station Numbers (Optional - applies to new customers only).
- Subscribe to Value PromiseSM Plus Option 2 plan with \$500 minimum monthly average of incremental discounted Pacific Bell Local Toll and/or CUSTOM 8 Business Line Termination usage per SuperTrunk location.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or Custom 8 usage commitment level per SuperTrunk location over the life of the 24 month agreement (see the Elite with SuperTrunk Usage Commitment Level matrix).

Will receive:

- Waiver of the installation of the SuperTrunk and IntraLATA Special Access DS1 service (new service only.)
- Waiver of the installation charge for the first block of DID station numbers (optional - applies to new customers only).
- Waiver of the installation charge for CUSTOM 8 line (new CUSTOM 8 service only)
- A one-time additional credit equaling:

A 25% discount on the monthly recurring rates for SuperTrunk

A 25% discount on the monthly recurring rates for each Special Access DS1 service for the life of the 24 month agreement.

Usage award based on the customer's Elite with SuperTrunk 2002 average monthly discounted usage commitment level for the life of the 24 month agreement.

This promotion is available June 26, 2002 through October 23, 2002.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

50. ELITE WITH SUPERTRUNK SUMMER 2002 (Cont'd)

(N)

This promotion is available to customers whose premises are located in the following Verizon wire centers:

MRHLCAXF	BLFLCAXF	LNBHCAXS	SNBRCAXH	WMNSCAXF
THOKCAXH	WLANCAXF	SNFNCAXG	LGBHCAXF	PCRVCAFX
SPLVCAXF	LSGTCAXF	LNCSCAXG	MSCYCAXF	NRWLCAXG
LNBHCAXH	IMLNCAXF	QZHLCAFX	NWPKCAXF	ONTRCAXG
SRMDCAXF	SNBRCAXK	SNYMCAXF	GRHLCAXF	WHTRCAXH
WLANCAXG	ETWNCAXF	HNBHCAXF	ONTRCAXM	HNBHCAXL
WLANCAXJ	HNBHCAXH	HRBHCAXA	GDLPCAXG	LNBHCAXM
DWNYCAXG	PACMCAXF	MNBHCAXF	SYLMCAXF	LNBHCAXT
SNBRCAXL	SNLDCAXF	ARTSCAXF	HNBHCAXG	RDLDCAXF
PSDNCAFX	SNIMCAFX	NRWLCAXF	LAPNCAXG	
EDMTCAXF	BLPKCAFX	BLGRCAXF	SNMNCAXG	
NOVTCAXF	WLANCAXH	LAPNCAXL	PDRYCAXF	
GLRYCAFX	THOKCAFX	CCMNCAXF	LNBHCAXF	
DWNYCAFX	SNBRCAXN	CLCYCAXG	LNBHCAXL	
RDBHCAFX	LNBHCAXG	SNMNCAXJ	TRNCCAXG	

To qualify for the offering the customer must maintain a minimum incremental discounted monthly average Local Toll of \$500 per SuperTrunk location. The \$500 minimum monthly average of discounted incremental usage includes the following four options:

- Outbound Pacific Bell Local Toll and SBC Calling Services Card only.
- Pacific Bell Local Toll only.
- Pacific Bell Inbound CUSTOM 8 only
 A combination of inbound Pacific Bell CUSTOM 8, outbound Pacific Bell Local Toll and SBC Calling Services Card

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

50. ELITE WITH SUPERTRUNK SUMMER 2002 (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Pacific Bell Local Toll usage level per Primary Rate ISDN package 1, 2 and/or 3/HiCap circuit per location over the life of the 24 month agreement as outlined in the following chart:

Elite with SuperTrunk 2002 Usage Commitment Level

*Discounted VPP Commitment Level	Applicable One-time Usage Award Credit
\$500	\$4,500
\$550	\$4,950
\$750	\$6,750
\$1,000	\$9,000
\$1,250	\$11,250
\$1,500	\$13,500
\$1,750	\$15,750
\$2,000	\$18,000
\$2,250	\$20,250
\$2,500	\$22,500
\$2,750	\$24,750
\$3,000	\$27,000
\$3,250	\$29,250
\$3,500	\$31,500
\$3,750	\$33,750
\$4,000	\$36,000
\$4,250	\$38,250
\$4,500	\$40,500
\$4,750	\$42,750
\$5,000	\$45,000
\$5,250	\$47,250
\$5,500	\$49,500
\$5,750	\$51,750
\$6,000	\$54,000
\$6,250	\$56,250
\$6,500	\$58,500
\$6,750	\$60,750
\$7,000	\$63,000
\$7,250	\$65,250
\$7,500	\$67,500

NOTE 1: Qualifying usage commitment levels are determined at the customer premises level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

50. ELITE WITH SUPERTRUNK SUMMER 2002 (Cont'd)

(N)

The following may not participate in this promotion:

- Customers participating in other Usage product promotions unless otherwise specified.
- Customers participating in other promotions for SuperTrunk or Special Access service.

Customers may elect to participate in multiple Pacific Bell promotions simultaneously unless otherwise specified.

This offering is valid when a customer supersedes, number changes or moves as long as the customer maintains the required 24 month Term agreement.

A single customer with multiple customer premises may participate in this promotional offer. Each customer premises is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this offer. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Customers' locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus Option 2 usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll and/or Custom 8 of at least \$500, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the usage credit received by the customer and 9 (nine) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

51. "SuperTrunk Gold Summer 2002"

(N)

A new promotion for SuperTrunk is available to customers with locations in Verizon territory. To qualify for this promotion the customer must agree to enroll in this promotion for at least 24 months of service and newly installs a minimum of:

- One (1) SuperTrunk, Trunk Group, and Special Access DS1 service

The customer will receive a waiver of the non-recurring charges associated with the SuperTrunk interface, First Trunk Group, Special Access DS1 channel terminations.

Early Termination Fees are applied on a per SuperTrunk serving arrangement basis. Service adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fees. The customer is required to retain the service for a minimum period of 24 months from the installation date. The customer may make changes, except disconnection, to the service during the 24-month minimum period at the applicable tariffed rates and charges. Unless otherwise stated in the agreement: (1) if the Customer does not meet the required terms and conditions, disconnects any required terms and conditions, or disconnects any required service prior to completion of any agreed upon term, no further credits or waivers will be given to the Customer; and, (2) the Utility will bill the Customer, and the Customer will be required to pay, all previous credits and waived charges received pursuant to the promotion. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

Unless otherwise specified, customers with services governed under G.O. 96-A contracts do not qualify for this promotion. Services installed under this offering may not participate in other promotions for SuperTrunk, Trunk Group, or Special Access DS1 service. Unless otherwise specified, customers participating in this offer may participate in promotions for other services.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

51. "SuperTrunk Gold Summer 2002" Cont'd

(N)

This promotion is available only to customer who premises are located
in the following Verizon wire centers:

MRHLCAXF	BLFLCAXF	LNBHCAXS	SNBRCAXH	WMNSCAXF
THOKCAXH	WLANCAXF	SNFNCAXG	LGBHCAXF	PCRV CAXF
SPLVCAXF	LSGTCAXF	LNCSCAXG	MSCYCAXF	NRWLCAXG
LNBHCAXH	LMLNCAXF	QZHL CAXF	NWPKCAXF	ONTRCAXG
SRMDCAXF	SNBRCAXK	SNYMCAXF	GRHLCAXF	WHTRCAXH
WLANCAXG	ETWNCAXF	HNBHCAXF	ONTRCAXM	HNBHCAXL
WLANCAXJ	HNBHCAXH	HRBHCAXA	GDLP CAXG	LNBHCAXM
DWNYCAXG	PACMCAXF	MNBHCAXF	SYLM CAXF	LNBHCAXT
SNBRCAXL	SNLDCAXF	ARTSCAXF	HNBHCAXG	RDLDCAXF
PSDNCAXF	SNIMCAXF	NRWLCAXF	LAPNCAXG	
EDMTCAXF	BLPKCAXF	BLGRCAXF	SNMNCAXG	
NOVTCAXF	WLANCAXH	LAPNCAXL	PDRYCAXF	
GLRYCAXF	THOKCAXF	CCMNCAXF	LNBHCAXF	
DWNYCAXF	SNBRCAXN	CLCYCAXG	LNBHCAXL	
RDBHCAXF	LNBHCAXG	SNMNCAXJ	TRNCCAXG	

This promotion is offered from June 26, 2002 through October 23, 2002.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

52. "Light With SUPERTRUNK SUMMER 2002"

(N)

This promotion is available to new and existing customers for Primary Rate ISDN, Package 1, 2, and/or 3 service when the customer makes a 24 month commitment to use the following Pacific Bell services:

- Install SuperTrunk (new service only)
- Install Special Access DS1 (new SuperTrunk transport facility).
- Install DID Station Numbers (optional - applies to new customers only)
- Value PromiseSM Plus Option 2 plan with a \$250 minimum monthly average of discounted incremental Pacific Bell Local Toll and/or Custom 8 Business Line Termination per Summary Bill BTN within the first two full months billing cycles.
- Select and meet a monthly average discounted Pacific Bell Local Toll and/or Custom 8 usage commitment level per SuperTrunk per Summary Bill BTN over the life of the 24 month promotion agreement (see Light with SuperTrunk Commitment Level matrix following).

The customer will receive:

- Installation of the SuperTrunk service, one Trunk Group, Custom 8, and one Special Access 2-point DS1 service at no charge. (Applies to new SuperTrunk customers only.)
- Waiver of the installation charge for the first block of DID station numbers (optional - applies to new customers only).
- A one-time additional credit equaling:

A 25% discount on the monthly recurring charges for each SuperTrunk and Special Access DS1 service service.

Usage award based on the customer's Light with SuperTrunk average monthly discounted usage commitment level for the life of the 24 month promotion agreement.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

52."Light With SUPERTRUNK Summer 2002" (Cont'd)

(N)

To qualify for the promotion the customer must maintain a minimum incremental discounted monthly average Pacific Bell Local Toll and or CUSTOM 8 usage of \$250.00 per SuperTrunk service per Value PromiseSM Plus Summary Bill BTN.

The \$250 minimum monthly average of incremental usage includes the following options:

- Outbound Pacific Bell Local Toll, Inbound CUSTOM 8, and SBC Calling Services Card only.
- Pacific Bell Local Toll only.
- Inbound CUSTOM 8 only.

This promotion is available only to customers whose premises are located in the following Verizon wire centers:

MRHLCAXF	BLFLCAXF	LNBHCAXS	SNBRCAXH	WMNSCAXF
THOKCAXH	WLANCAXF	SNFNCAXG	LGBHCAXF	PCRVCAXF
SPLVCAXF	LSGTCAXF	LNCSAXG	MSCYCAXF	NRWLCAXG
LNBHCAXH	LMLNCAXF	QZHLCAXF	NWPKCAXF	ONTRCAXG
SRMDCAXF	SNBRCAKX	SNYMCAXF	GRHLCAXF	WHTRCAXH
WLANCAXG	ETWNCAXF	HNBHCAXF	ONTRCAXM	HNBHCAXL
WLANCAXJ	HNBHCAXH	HRBHCAXA	GDLPCAXG	LNBHCAXM
DWNYCAXG	PACMCAXF	MNBHCAXF	SYLMCAXF	LNBHCAXT
SNBRCAXL	SNLDCAXF	ARTSCAXF	HNBHCAXG	RDLDCAXF
PSDNCAXF	SNIMCAXF	NRWLCAXF	LAPNCAXG	
EDMTCAXF	BLPKCAXF	BLGRCAXF	SNMNCAXG	
NOVTCAXF	WLANCAXH	LAPNCAXL	PDRYCAXF	
GLRYCAXF	THOKCAXF	CCMNCAXF	LNBHCAXF	
DWNYCAXF	SNBRCAKN	CLCYCAXG	LNBHCAXL	
RDBHCAXF	LNBHCAHG	SNMNCAXJ	TRNCCAXG	

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

52. "Light with SUPERTRUNK Summer 2002" (Cont'd)

(N)

The customer must commit to and meet an average discounted monthly IntraLATA Pacific Bell Local Toll usage level over the life of the 24 month agreement as indicated below:

Light with SuperTrunk Usage Commitment Level

*Discounted VPP Commitment Level	Applicable One-time Usage Award Credit
\$250	\$1,250
\$300	\$1,500
\$500	\$2,500
\$750	\$3,750
\$1,000	\$5,000
\$1,250	\$6,250
\$1,500	\$7,500
\$1,750	\$8,750
\$2,000	\$10,000
\$2,250	\$11,250
\$2,500	\$12,500
\$2,750	\$13,750
\$3,000	\$15,000
\$3,250	\$16,250
\$3,500	\$17,500
\$3,750	\$18,750
\$4,000	\$20,000
\$4,250	\$21,250
\$4,500	\$22,500
\$4,750	\$23,750
\$5,000	\$25,000
\$5,250	\$26,250
\$5,500	\$27,500
\$5,750	\$28,750
\$6,000	\$30,000
\$6,250	\$31,250
\$6,500	\$32,500
\$6,750	\$33,750
\$7,000	\$35,000
\$7,250	\$36,250
\$7,500	\$37,500

NOTE 1: Qualifying usage commitment levels are determined at the Value PromiseSM Plus Summary Bill BTN Level.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

52. "Light with SUPERTRUNK Summer 2002" (Cont'd)

(N)

Services obtained under this promotion may not participate in other Usage, Special Access, or SuperTrunk promotions unless otherwise specified.

Each Value PromiseSM Plus Summary Bill BTN is treated individually and must each maintain the terms and conditions for eligibility.

If the customer does not meet the required terms and conditions of this agreement or disconnects any required service prior to completion of the agreement term, no further credits or waivers will be given to the customer, and Pacific Bell will bill customer for, and customer agrees to pay all previous credits and waived charges received pursuant to this promotion. In addition, customer also agrees to pay any other charges, payments or disconnection/termination fees required by the tariffs or any other incorporated promotional offering.

Customers' locations which are still in service at the end of the Agreement term and which have not met their monthly average discounted Value PromiseSM Plus usage commitment averaged over months 1 through 24, but which have a Value PromiseSM Plus discounted monthly average Local Toll of at least \$250, will be charged and billed for a one time partial recovery of credits previously given calculated for the Value PromiseSM Plus component, as follows:

- The difference between the promotional usage credit received by the customer and 5 (five) times the average monthly discounted Value PromiseSM Plus usage that was billed over the 24 month agreement term period.

This promotion is offered from June 26, 2002 through October 23, 2002.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

53. SuperTrunk Gold Collocation 2003

(N)

A new promotion for SuperTrunk is available to customers with locations in Verizon territory in wire centers in which a Utility collocation arrangement is available and suitably equipped. To qualify for this promotion, the Customer must agree to enroll in this promotion for at least 24 months of service and newly install a minimum of:

- One (1) SuperTrunk, including transport, and
- One (1) First Trunk Group

Under this promotion, the Customer will receive on a per serving arrangement basis:

- Waiver of the non-recurring charges associated with SuperTrunk interface, including transport,
- Waiver of the non-recurring charges associated with First Trunk Group, and
- A one-time credit for one month of monthly recurring charges associated with each SuperTrunk interface, including transport, and First Trunk Group.

Additionally, at the Customer's option, the Customer can choose to install DID Station Numbers. If the Customer chooses to do so, the Customer is also entitled to receive, on a per serving arrangement basis, a waiver of the non-recurring charges associated with DID Station Numbers and a one-time credit for one month of the monthly recurring charges associated with DID Station Numbers¹.

Early termination fees are applied on a per SuperTrunk serving arrangement basis. Service adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fees. The Customer is required to retain the service for a minimum period of 24 months from the installation date. The Customer may make changes, except disconnection, to the service during the 24-month minimum period at the applicable tariffed rates and charges. Unless otherwise stated in this agreement, if the Customer does not meet the required terms and conditions, disconnects any required terms and conditions, or disconnects any required service prior to completion of any agreed upon term, (1) no further credits or waivers will be give to the Customer; and, (2) the Utility will bill the Customer, and the Customer will be required to pay all previous credits and waived charges received pursuant to the promotion. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

NOTE 1: There is a maximum of 500 DID Station Numbers that qualify for waiver of charges and credits under this promotion.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)
53. SuperTrunk Gold Collocation 2003 (Cont'd)

Unless otherwise specified, customers with services governed under G.O. 96-A contracts do not qualify for this promotion. Services installed under this offering may not participate in other promotions containing one or more of the same services specified in this offering. Unless otherwise specified, customers participating in this offer may also participate in promotions for other services.

This promotion is available only to customers whose premises are located in the following Verizon wire centers:

NOVTCAXF
WLANCAXH
WLANCAXG
WLANCAXF
WLANCAXJ
SNMNCAXG
SNMNCAXJ
PDRYCAXF
CLCYCAXG
BELRCAXF¹
PCPLCAXF¹

This promotion is offered from February 14, 2003 through June 10, 2003.

This promotion is extended and now may be offered from June 11, 2003 for (N)
a maximum of 120 additional days for a maximum total of 237 days. (N)

NOTE 1: As of the date of filing, these wire centers are not yet operational. When these wire centers are operational, the promotion will apply to customers served from these wire centers.

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

54. Bargain Hunting Collocation 2003

A new promotion for Hunting Service is available to customers with locations in Verizon territory in wire centers in which a Utility collocation arrangement is available and suitably equipped. To qualify for this promotion, the Customer must agree to enroll in this promotion for 12 months of service and newly install a minimum of two Hunting Service features. Under this promotion, the Customer will receive, on a per serving arrangement basis, a waiver of \$23.50 of the Nonrecurring Charge for each of the Hunting Service features ordered and installed.

Early termination fees are applied on a per Hunting Service arrangement basis. Service adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fees. The Customer is required to retain the service for a minimum period of 12 months from the installation date. The Customer may make changes, except disconnection, to the service during the 12-month minimum period at the applicable tariffed rates and charges. Unless otherwise stated in this agreement, if the Customer does not meet the required terms and conditions, disconnects any required terms and conditions, or disconnects any required service prior to completion of any agreed upon term, (1) no further credits or waivers will be give to the Customer; and, (2) the Utility will bill the Customer, and the Customer will be required to pay all previous credits and waived charges received pursuant to the promotion. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

Unless otherwise specified, customers with services governed under G.O. 96-A contracts do not qualify for this promotion. Unless otherwise specified, customers participating in this offer may also participate in promotions for other services.

This promotion is available only to customers whose premises are located in the following Verizon wire centers:

- NOVTCAXF
- WLANCAXF
- WLANCAXG
- WLANCAXH
- WLANCAXJ
- SNMNCAXG
- SNMNCAXJ
- PDRYCAXF
- CLCYCAXG

This promotion may be offered from April 28, 2003 for a maximum of 120 days.

(D)
(D)

This promotion is extended and now may be offered from August 26, 2003 for a maximum of 120 additional days for a maximum total of 240 days.

(N)

All services must have a requested installation date of no later than March 2, 2004.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

55. Simply Business Collocation 2003

A new promotion for Measured Business Line is available to customers with locations in Verizon territory in wire centers in which a Utility collocation arrangement is available and suitably equipped. To qualify for this promotion, the Customer must agree to enroll in this promotion for 24 months of service, newly install a minimum of one Measured Business Line, and pay a Monthly Rate of \$22.95. Under this promotion, the Customer will receive, on a per serving arrangement basis, waiver of the Nonrecurring Charge for each Measured Business Line installed.

Early termination fees are applied on a per Measured Business Line serving arrangement basis. Service adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fees. The Customer is required to retain the service for a minimum period of 24 months from the installation date. The Customer may make changes, except disconnection, to the service during the 24-month minimum period at the applicable tariffed rates and charges. Unless otherwise stated in this agreement, if the Customer does not meet the required terms and conditions, disconnects any required terms and conditions, or disconnects any required service prior to completion of any agreed upon term, (1) no further credits or waivers will be give to the Customer; and, (2) the Utility will bill the Customer, and the Customer will be required to pay all previous credits and waived charges received pursuant to the promotion. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

Unless otherwise specified, customers with services governed under G.O. 96-A contracts may not participate in this promotion. Unless otherwise specified, customers participating in this promotion may also participate in promotions for other services including, but not limited to, usage, SuperTrunk, and PRI.

This promotion is available only to customers whose premises are located in the following Verizon wire centers:

- WLANCAXF
- WLANCAXG
- WLANCAXH
- WLANCAXJ
- SNMNCAXG
- SNMNCAXJ
- PDRYCAXF
- CLCYCAXG

This promotion may be offered from April 28, 2003 for a maximum of 120 days.

(D)
(D)

This promotion is extended and now may be offered from August 26, 2003 for a maximum of 120 additional days for a maximum total of 240 days.

(N)

All services must have a requested installation date of no later than March 2, 2004.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

56. Centrex Power Collocation 2003

(N)

A new promotion for Centrex service is available to customers with locations in Verizon territory in wire centers in which a Utility collocation arrangement is available and suitably equipped. To qualify for this promotion, the Customer must agree to enroll in this promotion for 24 months of service and agree to purchase a new Centrex common block or add to an existing Centrex common block with the following:

- Minimum of five (5) Centrex lines (no maximum), and
- Centrex Classic Feature Package on each Centrex line.

Under this promotion, the Customer will receive, on a per serving arrangement basis, a waiver of the:

- Installation Charge for each line installed,
- Installation Charge for the Centrex Classic Feature Package for each package installed, and
- Service Establishment Charge.

Early termination fees are applied on a per Centrex line serving arrangement basis. Service adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fees. The Customer is required to retain the service for a minimum period of 24 months from the installation date. The Customer may make changes, except disconnection, to the service during the 24-month minimum period at the applicable tariffed rates and charges. Unless otherwise stated in this agreement, if the Customer does not meet the required terms and conditions, disconnects any required terms and conditions, or disconnects any required service prior to completion of any agreed upon term, (1) no further credits or waivers will be give to the Customer; and, (2) the Utility will bill the Customer, and the Customer will be required to pay all previous credits and waived charges received pursuant to the promotion. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

Unless otherwise specified, customers with services governed under G.O. 96-A contracts and customers subscribing to Centrex ISDN may not participate in this promotion. Unless otherwise specified, customers participating in this promotion may also participate in promotions for other services, including, but not limited to, usage, SuperTrunk and PRI. (N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)
56. Centrex Power Collocation 2003 (Cont'd)

This promotion is available only to customers whose premises are located in the following Verizon wire centers:

WLANCAXF
WLANCAXG
WLANCAXH
WLANCAXJ
SNMNCAXG
SNMNCAXJ
PDRYCAXF
CLCYCAXG

This promotion may be offered from April 28, 2003 for a maximum of 120 days.

(D)
(D)

This promotion is extended and now may be offered from August 26, 2003 for a maximum of 120 additional days for a maximum total of 240 days.

(N)

All services must have a requested installation date of no later than March 2, 2004.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

57. Centrex Power Collocation 2004

(N)

A new promotion for Centrex service, as described in Schedule Cal.P.U.C. G2.1.31, is available to customers with locations in Verizon territory in wire centers in which a Utility collocation arrangement is available and suitably equipped. To qualify for this promotion, the Customer must verbally agree to enroll in this promotion for 24 months of service and agree to purchase a new Centrex common block or add to an existing Centrex common block with the following:

- Minimum of five (5) Centrex lines (no maximum), and
- Centrex Classic Feature Package on each Centrex line.

Under this promotion, the Customer will receive, on a per serving arrangement basis, a waiver of the:

- Installation Charge for each line installed,
- Installation Charge for the Centrex Classic Feature Package for each package installed, and
- Service Establishment Charge.

Early termination fees are applied on a per Centrex line serving arrangement basis. Service adds, moves and changes are billed at the existing non-promotional tariffed rates and do not carry Early Termination Fees. The Customer is required to retain the service for a minimum period of 24 months from the installation date. The Customer may make changes, except disconnection, to the service during the 24-month minimum period at the applicable tariffed rates and charges. Unless otherwise stated in this agreement, if the Customer does not meet the required terms and conditions, or disconnects any required service prior to completion of any agreed upon term, (1) no further credits or waivers will be given to the Customer; and, (2) the Utility will bill the Customer, and the Customer will be required to pay, all previous credits and waived charges received pursuant to the promotion. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

Unless otherwise specified, customers with services governed under G.O. 96-A contracts and customers subscribing to Centrex ISDN may not participate in this promotion. Unless otherwise specified, customers participating in this promotion may also participate in promotions for other services, including, but not limited to, usage, SuperTrunk and PRI. (N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)
 57. Centrex Power Collocation 2004 (Cont'd)

This promotion is available only to customers whose premises are located in the following Verizon wire centers:

AZUSCAXF (T)	HNBHCAXL (T)	MURTCAXF ¹	RNCACAXF ¹	UPLDCAXF (T)
BLPKCAXF	LAPNCAXG	MSCYCAXF (T)	CCMNCAXF	WLNTCAXF ¹
BRDNCAXF ¹	LAPNCAXL	NWPKCAXF (T)	RDLDCAXF (T)	WMNSCAXF (T)
CMRLCAXF (T)	LAPNCAXF	ONTRCAXM ¹	RDBHCAXF	BELRCAXF ¹
CHNOCAXF	LVRNCAXF	ONTRCAXF ¹	RLHLCAXF (T)	PCPLCAXF ¹
CLMTCAXF	LGBHCAXF ¹ (T)	ONTRCAXG ¹	SNBRCAXK	NOVTCAXF
THOKCAXH	LNCSCAXG	OXNRCAXF	SNFNCAXG (T)	
COVNCAXF (T)	LNCSCAXF	OXNRCAXG (T)	SPLVCAXF (T)	
EDMTCAXF	LMLNCAXF (T)	PACMCAXF (T)	SLGBCAXF ¹	
ELRICAXF (T)	LNBHCAXG	PLDSCAXF ¹	SYLMCAXF (T)	
ETWNCAXF	LNBHCAXF (T)	PLSPCAXG ¹	SNBRCAXH ¹	
GLNDCAFX	LNBHCAXH	PSDNCAXF (T)	SNBRCAXL (T)	
HRBHCAXA	LNBHCAXL	PERSCAXF ¹	SNYMCAXF ¹	
HNBHCAXH	LSSRCAXF	MUGUCAXF (T)	THOKCAXF	
HNBHCAXG (T)	MNBHCAXF	POMNCAXF	TRNCCAXF (T)	
HNBHCAXF	MNRVCAXG (T)	QZHLCAFX	TRNCCAXG ¹	

This promotion is offered from February 3, 2004 for a maximum of 120 days.

This promotion is extended and is now offered from June 2, 2004 for a maximum of 120 additional days for a maximum total of 240 days. (N)

All services must have a requested installation date of no later than November 30, 2004. (C)

NOTE 1: As of the date of filing, these wire centers are not yet operational. When these wire centers are operational, the promotion will apply to customers served from these wire centers.
 Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

58. Centrex Power Collocation WLA 2004

(N)

A new promotion for Centrex service, as described in Schedule Cal.P.U.C. No. G2.1.31, is available to customers with locations in Verizon territory in wire centers in which a Utility collocation arrangement is available and suitably equipped. To qualify for this promotion, the Customer must verbally agree to enroll in this promotion for 24 months of service and agree to purchase a new Centrex common block or add to an existing Centrex common block with the following:

- Minimum of five (5) Centrex lines (no maximum), and
- Centrex Classic Feature Package on each Centrex line.

Under this promotion, the Customer will receive, on a per serving arrangement basis, a waiver of the:

- Installation Charge for each line installed,
- Installation Charge for the Centrex Classic Feature Package for each package installed, and
- Service Establishment Charge.

Early termination fees are applied on a per Centrex line serving arrangement basis. Service adds, moves and changes are billed at the existing non-promotional tariffed rates and do not carry Early Termination Fees. The Customer is required to retain the service for a minimum period of 24 months from the installation date. The Customer may make changes, except disconnection, to the service during the 24-month minimum period at the applicable tariffed rates and charges. Unless otherwise stated in this agreement, if the Customer does not meet the required terms and conditions, or disconnects any required service prior to completion of any agreed upon term, (1) no further credits or waivers will be given to the Customer; and, (2) the Utility will bill the Customer, and the Customer will be required to pay, all previous credits and waived charges received pursuant to the promotion. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

Unless otherwise specified, customers with services governed under G.O. 96-A contracts and customers subscribing to Centrex ISDN may not participate in this promotion. Unless otherwise specified, customers participating in this promotion may also participate in promotions for other services, including, but not limited to, usage, SuperTrunk and PRI. (N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

58. Centrex Power Collocation WLA 2004 (Cont'd)

This promotion is available only to customers whose premises are located in the following Verizon wire centers:

WLANCAXF
WLANCAXG
WLANCAXH
WLANCAXJ
SNMNCAXG
SNMNCAXJ
PDRYCAXF
CLCYCAXG

This promotion is offered from February 22, 2004 for a maximum of 101 days.

This promotion is extended and is now offered from June 2, 2004 for a maximum of 120 days for a maximum total of 221 days. (N)

All services must have a requested installation date of no later than November 30, 2004. (C)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

59. Bargain Hunting Collocation 2004

A new promotion for Hunting Service is available to new customers with locations in Verizon territory in wire centers in which a Utility collocation arrangement is available and suitably equipped. To qualify for this promotion, the Customer must verbally agree to enroll in this promotion for 12 months of service and newly install a minimum of two Hunting Service features. Under this promotion, the Customer will receive, on a per Hunting Service arrangement basis, a one-time credit of \$23.50 for each of the Hunting Service features ordered and installed.

Early termination fees are applied on a per Hunting Service arrangement basis. Service adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fees. The Customer is required to retain the service for a minimum period of 12 months from the installation date. The Customer may make changes, except disconnection, to the service during the 12-month minimum period at the applicable tariffed rates and charges. Unless otherwise stated in this agreement, if the Customer does not meet the required terms and conditions, or disconnects any required service prior to completion of any agreed upon term, the Utility will bill the Customer, and the Customer will be required to return all previous credits received pursuant to the promotion. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering.

Unless otherwise specified, customers with services governed under G.O. 96-A contracts do not qualify for this promotion. Unless otherwise specified, customers participating in this offer may also participate in promotions for other services for which the customer qualifies.

This promotion is available only to customers whose premises are located in the following Verizon wire centers:

WLANCAXG (T)	AZUSCAXF (T)	HRBHCAXH (T)	MURTCAXF ¹ (T)	(D)
BELRCAXF ¹	BLPKCAXF	LAPNCAXL	NWPKCAXF	RNCACAXF ¹ (T)
WLANCAXH	BRDNCAXF ¹	LGBHCAXF ¹	ONTRCAXM ¹	SLGBCAXF ¹
WLANCAXF	CCMNCAXF	LMLNCAXF	PACMCAXF	SNBRCAXK
CLCYCAXG	CHNOCAXF	LNBHCAXG	PERSCAXF	SNFNCAXG
PCPLCAXF ¹ (T)	CLMTCAXF	LNCSAXG	PLDSCAXF ¹	SNYMCAXF ¹
(D)	CMRLCAXF	LSSRCAXF	PLSPCAXG ¹	SPLVCAXF
PDRYCAXF (T)	COVNCAXF	LVRNCAXF	POMNCAXF	SYLMCAXF ¹
SNMNCAXG	EDMTCAXF	MNBHCAXF	PSDNCAXF	THOKCAXF
SNMNCAXJ	ELRICAXF	MNRVCAXG	QZHLCAXF	TRNCCAXF
WLANCAXJ	ETWNCAXF	MSCYCAXF	RDBHCAXF	TRNCCAXG ¹
NAPACAO1	GLNDCAXF	MUGUCAXF	RDLDCAXF (T)	UPLDCAXF
NOVTCAXF	HNBHCAXF	HRBHCAXF (T)	(D)	WLNTCAXF ¹ (T)
RLHLCAXF (T)	WMNSCAXF (T)			

NOTE 1: As of the date of this filing, these wire centers are not yet operational. When these wire centers are operational, the promotion will apply to customers served from these wire centers.

Material omitted now on Sheet 105.

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

59. Bargain Hunting Collocation 2004 (Cont'd)

This promotion is offered beginning March 12, 2004 for a maximum of (L)
67 days. (L)

This promotion is extended and now will be offered from May 18, 2004 for (N)
a maximum of 120 additional days for a maximum total of 187 days. (N)

All services must have a requested installation date of no later than (L)
November 13, 2004. (L)

(L) Formerly on Sheet 104.

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

60. California NRC Waiver with \$20 Minimum

(T)

A new promotion for Business Measured Rate Service, as described in Schedule Cal.P.U.C. No. G13.1, Zone Usage Measurement ("ZUM") Measurement Areas 1, 2, and 3, as described in Schedule Cal.P.U.C. No. G13.1.2,D., and at the customer's option, any of the following Custom Calling Service Features: Busy Call Forwarding, Call Return, Call Screen, Call Waiting, Priority Ringing, Repeat Dialing, Select Call Forwarding, Speed Calling Eight code capacity, Three-Way Calling, Caller/Call Identification (Caller ID), Call Waiting ID (CWID), Speed Calling Thirty code capacity, Call Forwarding, Privacy Manager, Intercom Plus, Anonymous Call Rejection, Delayed Call Forwarding, Busy Call Forwarding - Extended, Remote Access to Call Forwarding, and Call Transfer Disconnect as described in Schedule Cal.P.U.C. No. G17.2.1 (in this promotion, the customer is not required to subscribe to any Custom Calling Service Features - collectively, the "Promoted Services"), is available to all customers with locations in Verizon territory in wire centers in which a Utility collocation arrangement is available and suitably equipped. During the promotion period, eligible customers that verbally commit to spend a minimum of \$20.00 per line per month for the next 12 months on the Promoted Services for all lines within the billing telephone number associated with lines taken under this promotion, will receive a waiver of the nonrecurring Service Charge for installation of the Business Measured Rate Service.

(N)

If at any time during the 12 month period, the spending for the Promoted Services is below \$20.00 per line, a charge for the difference between \$20.00 and the actual spent amount will be applied on the following bill. If the account is disconnected before the end of the 12 month period, a Termination Charge of \$10.00 per line for each remaining month will be applied to the customer's account. This promotion may be combined with any other promotion that may be offered and for which the customer qualifies. This promotion may be combined with the Two-Line Solution Discount (Business Solutions) and the One-Line Solution Discount (Business Solutions). Unless otherwise specified, customers with services governed under G.O. 96-A contracts do not qualify for this promotion.

This promotion is offered from March 28, 2005 for a maximum of 120 days.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

61. Unlimited \$30

A new promotion for Business Measured Rate Service, as described in Schedule Cal.P.U.C. No. G13.1 and Zone Usage Measurement ("ZUM") Measurement Areas 1, 2, and 3, as described in Schedule Cal.P.U.C. No. G13.1.2.D., (collectively the "Promoted Services"), is available to all customers with locations in Verizon territory in wire centers in which a Utility collocation arrangement is available and suitably equipped. During the promotion period, eligible customers that verbally commit to spend a minimum of \$30.00 per line per month for the next 12 months on the Promoted Services for all lines within the billing telephone number ("BTN") associated with lines taken under this promotion, will receive unlimited local calling for ZUM Measurement Zones 1, 2, and 3 for the next 12 months.

If at any time during the 12 month period, the spending for the Promoted Services is below \$30.00 per line, a charge for the difference between \$30.00 and the actual spent amount will be applied on the following bill. If at any time during the 12 month period, the spending for the Promoted Services is above \$30.00 per line, a credit for the difference between \$30.00 and the actual spent amount will be applied on the following bill. If the account is disconnected before the end of the 12 month period, a Termination Charge of \$15.00 per line for each remaining month will be applied to the customer's account. This promotion is restricted to a maximum of 30 lines per BTN.

This promotion may be combined with any other promotion that may be offered and for which the customer qualifies. This promotion may be combined with the Two-Line Solution Discount (Business Solutions) and the One-Line Solution Discount (Business Solutions). Unless otherwise specified, customers with services governed under G.O. 96-A contracts do not qualify for this promotion.

This promotion is offered from March 28, 2005 for a maximum of 120 days.

(N)

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

62. Centrex Power Collocation 2005

(N)

A new promotion for Centrex service, as described in Schedule Cal.P.U.C. G2.1.31, is available to all customers with locations in Verizon territory in wire centers in which a Utility collocation arrangement is available and suitably equipped. To qualify for this promotion, the Customer must verbally agree to enroll in this promotion for 24 months of service and agree to purchase a new Centrex common block or add to an existing Centrex common block with the following:

- Minimum of five (5) Centrex lines (no maximum), and
- Centrex Classic Feature Package on each Centrex line.

Under this promotion, the Customer will receive, on a per serving arrangement basis, a waiver of the:

- Installation Charge for each line installed,
- Installation Charge for the Centrex Classic Feature Package for each package installed, and
- Service Establishment Charge.

The Customer is required to retain all services required under this promotion for the duration of the agreement term, which is a minimum period of 24 months from the installation date. The Customer may make changes, except disconnection, to the service during the 24-month minimum period at the applicable tariffed rates and charges. Unless otherwise stated in this agreement, if the Customer does not meet the required terms and conditions, or disconnects any required service prior to completion of any agreed upon term, including, but not limited to when line(s) are disconnected or moved outside of Verizon territory where collocation facilities are available, (1) no further credits or waivers will be given to the Customer; and, (2) the Utility will bill the Customer, and the Customer will be required to pay, all previous credits and waived charges received pursuant to the promotion. The Customer will also be required to pay any applicable charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering. Service adds, moves and changes are billed at the existing non-promotional tariffed rates and do not carry Early Termination Fees.

Unless otherwise specified, customers with services governed under G.O. 96-A contracts and customers subscribing to Centrex ISDN may not participate in this promotion. Unless otherwise specified, customers participating in this promotion may also participate in promotions for other services for which the customer qualifies, except that this promotion may not be combined with any other promotion on Centrex service.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

62. Centrex Power Collocation 2005 (Cont'd)

(N)

This promotion is available only to customers whose premises are located in the following Verizon wire centers:

AZUSCAXF	HNBHCAXL	MNBHCAXF	PSDNCAXF	SYLMCAXF
BLPKCAXF	HRBHCAXA	MNRVCAXG	QZHLCAFX	THOKCAXF
CCMNCAFX	LAPNCAFX	MSCYCAFX	RDBHCAXF	THOKCAXH
CHNOCAXF	LAPNCAFX	MUGUCAFX	RDLDCAXF	TRNCCAXF
CLCYCAFX	LAPNCAFX	MURTCAXF	RLHLCAXF	TRNCCAXG
CLMTCAXF	LGBHCAXF	NOVTCAXF	RNCACAXF	UPLDCAXF
CMRLCAFX	LMLNCAFX	NWPKCAFX	SLGBCAXF	WLANCAFX
COVNCAFX	LNBHCAXF	ONTRCAFX	SNBRCAXH	WLANCAFX
EDMTCAXF	LNBHCAXG	ONTRCAFX	SNBRCAXK	WLANCAFX
ELRICAXF	LNBHCAXH	OXNRCAXF	SNBRCAXL	WLANCAFX
ETWNCAXF	LNBHCAXL	OXNRCAXG	SNFNCAXG	WLNTCAFX
GLNDCAFX	LNCSCAXF	PACMCAFX	SNMNCAXG	WMNSCAFX
HNBHCAXF	LNCSCAXG	PDRYCAFX	SNMNCAXJ	
HNBHCAXG	LSSRCAXF	PERSCAXF	SNYMCAXF	
HNBHCAXH	LVRNCAFX	POMNCAFX	SPLVCAFX	

This promotion is offered from May 16, 2005 for a maximum of 120 days.

All services must have a requested installation date of no later than November 14, 2005.

(N)

COMPETITIVE LOCAL CARRIER TARIFF
G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

63. PRI Gold Collocation 2005

(N)

A new promotion for Primary Rate ISDN (PRI) service, as described in Schedule Cal.P.U.C. A18.2.5, is available to all customers with locations in Verizon territory in wire centers in which a Utility collocation arrangement is available and suitably equipped. To qualify for this promotion, the Customer must agree to enroll in this promotion for a either a term of 24 or 36 months of service and newly install a minimum of one (1) Primary Rate ISDN (PRI) Package 1, 2, or 3, including transport, and one (1) First Trunk Group.

If the Customer agrees to enroll in this promotion for 24 months, the customer will qualify to receive, on a per serving arrangement basis, a waiver of the non-recurring charges associated with PRI Package 1, 2, or 3, including transport, a waiver of the non-recurring charges associated with First Trunk Group, and a one-time credit of \$500.00.

Additionally, at the Customer's option, the Customer can choose to install DID Station Numbers. If the Customer chooses to do so, the Customer is also entitled to receive, on a per serving arrangement basis, a waiver of the non-recurring charges associated with DID Station Numbers and a one-time credit for one month of the monthly recurring charges associated with DID Station Numbers¹.

If the Customer agrees to enroll in this promotion for 36 months, the customer will qualify to receive, on a per serving arrangement basis, a waiver of the non-recurring charges associated with PRI Package 1, 2, or 3, including transport, a waiver of the non-recurring charges associated with First Trunk Group, and a one-time credit of \$750.00.

Additionally, at the Customer's option, the Customer can choose to install DID Station Numbers. If the Customer chooses to do so, the Customer is also entitled to receive, on a per serving arrangement basis, a waiver of the non-recurring charges associated with DID Station Numbers and a one-time credit for one month of the monthly recurring charges associated with DID Station Numbers¹.

NOTE 1: There is a maximum number of 500 DID Station Numbers that qualify for waiver of charges and credits under this promotion.

(N)

Continued

COMPETITIVE LOCAL CARRIER TARIFF
 G19. TEMPORARY PROMOTIONAL OFFERINGS

19.2 PROMOTIONAL SERVICES (Cont'd)

63. PRI Gold Collocation 2005 (Cont'd)

(N)

The Customer is required to retain all of the services required under this promotion for the duration of the agreement term. Early Termination Fees are applicable when a line is disconnected or moved outside of Verizon territory where collocation facilities are available. Unless otherwise stated in this agreement, if the Customer does not meet the required terms and conditions, disconnects any required terms and conditions, or disconnects any required service prior to completion of any agreed upon term, (1) no further credits or waivers will be given to the Customer; and, (2) the Utility will bill the Customer, and the Customer will be required to pay all previous credits and waived charges received pursuant to the promotion. The Customer will also be required to pay any charges, payments, or disconnection/termination fees required by the tariffs or any other incorporated offering. Early termination fees are applied on a per PRI interface package basis. Service adds, moves and changes are billed at the existing tariffed rates and do not carry Early Termination Fees. The Customer may make changes, except disconnection, to the service during the term at the applicable tariffed rates and charges.

Unless otherwise specified, customers with services governed under G.O. 96-A contracts do not qualify for this promotion. Services installed under this offering may not participate in other promotions containing one or more of the same services specified in this offering. Unless otherwise specified, customers participating in this offer may also participate in promotions for other services.

This promotion is available only to customers whose premises are located in the following Verizon wire centers:

AZUSCAXF	HNBHCAXL	MNRVCAXG	PSDNCAXF	THOKCAXF
BELRCAXF	HRBHCAXA	MSCYCAXF	QZHLCAXF	THOKCAXH
BLPKCAXF	LAPNCAXF	MUGUCAXF	RDBHCAXF	TRNCCAXF
CCMNCAXF	LAPNCAXG	MURTCAXF	RDLDCAXF	TRNCCAXG
CHNOCAXF	LAPNCAXL	NOVTCAXF	RLHLCAXF	UPLDCAXF
CLCYCAXG	LGBHCAXF	NWPKCAXF	RNCACAXF	WLANCAXF
CLMTCAXF	LMLNCAXF	ONTRCAXF	SLGBCAXF	WLANCAXH
CMRLCAXF	LNBHCAXF	ONTRCAXG	SNBRCAXH	WLANCAXJ
COVNCAXF	LNBHCAXG	ONTRCAXM	SNBRCAXK	WLNTCAXF
EDMTCAXF	LNBHCAXH	OXNRCAXF	SNBRCAXL	WLANCAXG
ELRICAXF	LNBHCAXL	OXNRCAXG	SNFNCAXG	WMNSCAXF
ETWNCAXF	LNCSCAXF	PACMCAXF	SNMNCAXG	
GLNDCAXF	LNCSCAXG	PCPLCAXF	SNMNCAXJ	
HNBHCAXF	LSSRCAXF	PDRYCAXF	SNYMCAXF	
HNBHCAXG	LVRNCAXF	PERSCAXF	SPLVCAXF	
HNBHCAXH	MNBHCAXF	POMNCAXF	SYLMCAXF	

This promotion is offered from June 8, 2004 for a maximum of 120 days.

All services for both the 24 and 36 month terms must have a requested installation date of no later than December 5, 2005.

(N)

Continued