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BellSouth Telecommunications, Inc. Suite 400 850 224-7798 Fax 850 224-5073 A. M. Lombardo Regulatory Vice President

150 South Monroe Street
"ahassee, Florida 32301-1556

NI SAND

November 5, 1998

Mrs. Blanca S. Bayo Director, Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399

981548-TP

Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Federal Transtel, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Federal Transtel, Inc. are submitting to the Florida Public Service Commission their amendment to their negotiated agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by Federal Transtel, Inc. The original agreement was approved at the November 3, 1998 Agenda in Docket 981047-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the amendment to the negotiated agreement between BellSouth and Federal Transtel, Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their amendment.

Very truly yours,

Regulatory Vice President

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FPSC-BUREAU OF RECORDS

12478 NOV-58

THE RECORDS/REPORTING

# AMENDMENT TO RESALE AGREEMENT BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND FEDERAL TRANSTEL, INC. DATED AUGUST 5, 1998

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc ("BellSouth") and Federal TransTel, Inc. ("FTT") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Resale Agreement between the Parties dated August 5, 1998 ("Resale Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1 Exhibit B of the Resale Agreement is hereby deleted in its entirety and replaced with a new Exhibit B, with a September 16, 1998 Version dated, attached hereto as Attachment I.
- 2. The Parties agree that all of the other provisions of the Resale Agreement, dated August 5, 1998 shall remain in full force and effect.
- 4. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate regulatory agency having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below

ande	XXVIde
BELLSOUTH TELECOMMUNICATIONS, INC.	FEDERAL TRANSTEL, INC.
By: Terry D. Hendrix	By:By:
DATE: 9/21/98	DATE: 9/28/98

## ATTACHMENT 1

### EXHIBIT B

	Type of		AL		FL		GA		KY		LA	
	Service	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale"	Discount?	
1	Grandfathered Services	Yes	Yes									
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	
3	Promotions - > 90 Days (Note 2)	Yes	Yes									
4	Promotions - < 90 Days(Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No	
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	
6	911/E911 Services (See Note 8)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	
	N11 Services (See Note 8)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	
8	AdWatch Swc (See Note7)	Yes	No									
9	MemoryCall <sup>®</sup> Service	Yes	No									
10	Mobile Services	Yes	No									
11	Federal Subscriber Line Charges	Yes	No									
	Non-Recurring Charges	Yes	Yes									

Type of Service		MS		NC			SC	TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Note 5	Note 5	Yes	Yes	Yes	No	Yes	Yes
3	Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6	911/E911 Services (See Note 8)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services (See Note 8)	No	No	No	No	Yes	Yes	Yes	Yes
8	AdWatch <sup>SM</sup> Svc (See Note 7)	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

### Applicable Notes:

- 1 Grandfathered services can be resold only to existing subscribers of the grandfathered service.
- 2 Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
- 3 In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:

   (a) the stated tariff rate, less the wholesale discount;
  - (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
- 4 Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that Reseller may charge for LifeLine Service shall be capped at the flat retail rate offered by BellSouth.
- 5 In Mississippi, all Contract Service Arrangements entered into by BellSouth or terminating after the effective date of the Commission Order (3/10/97) will be subject to resale without the wholesale discount. All CSAs which are in place as of the effective date of the Commission order (3/10/97) will not be eligible for resale.
- 6 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
- 7 AdWatch SM Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service
- 8 Exclusions for N11/911/E911 are also applicable to equipment associated with the service

Version: September 16, 1998



BellSouth Telecommunications, Inc. Suite 400 150 South Monroe Street

Tallahassee, Florida 32301-1556

850 224-7798 Fax 850 224-5073 A. M. Lombardo Regulatory Vice President

November 5, 1998

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Very truly yours,

Regulatory Vice President

DOCUMENT NUMBER-DATE 12478 NOV-5票 FDSC-RECORDS/REPORTING

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- 4. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate regulatory agency having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below

allo	XXXX
BELLSOUTH TELECOMMUNICATIONS.	FEDERAL TRANSTEL, INC.
INC ,	
By: Terry D. Hendrix	By J. Patrick Herold
DATE: 9/21/98	DATE:9/28/98

## ATTACHMENT I

### EXHIBIT B

	Type of		AL		FL		GA		KY		LA	
	Service	Resale?	Discount?	Resale?	Discount?	Resale?	Discount	Resale?	Discount?	Resale?	Discount?	
1	Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	
3	Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
4	Promotions - < 90 Days(Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No	
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	
6	911/E911 Services (See Note 8)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	
7	N11 Services (See Note 8)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	
8	AdWatch Svc (See Note7)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	
9	MemoryCall <sup>8</sup> Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	
0.05	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	

Type of		MS		NC		SC		TN	
	Service		Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Note 5	Note 5	Yes	Yes	Yes	No	Yes	Yes
3	Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
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6	911/E911 Services (See Note 8)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services (See Note 8)	No	No	No	No	Yes	Yes	Yes	Yes
8	AdWatch <sup>sst</sup> Svc (See Note 7)	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall <sup>®</sup> Service	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
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#### Applicable Notes:

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