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GTE SERVICE CORPORATION / 7

One Tampa City Center 201 North Franklin Street (33602) Post Office Box 110, FLTC0007 Tampa, Florida 33601-0110 813-483-2606 813-204-8870 (Facsimile)

April 7, 1999

Ms. Blanca S. Bayo, Director Division of Records & Reporting Florida Public Service Commissior. 2540 Snumard Oak Boulevard Tallahassee, FL 32399-0850

Re: Docket No. 990079-TP Petition for Approval of Interconnection, Resale and Unbundling Agreement

Dear Ms. Bayo:

On January 21, 1999, GTE Florida Incorporated (GTEFL) filed a Petition for Approval of Interconnection, Resale and Unbundling Agreement with Network Telephone, Inc. It has come to our attention that Article I was missing from the Agreement. Therefore, enclosed are an original and five copies of Article I which we ask be inserted into GTEFL's January 21 filing. We apologize for any inconvenience this omission may cause. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this matter, please contact me at (813) 4^p3-2617.

CAF Very truly yours,

ACK

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APP

OPC RCH SEC

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OTH _____

CMU CTR EAG Kimberly Caswell LEG KC:tas LIN

A part of GTE Corporation

Enclosures

RECEIVED & FILED



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ARTICLE I SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end-user customers, and reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement also governs the purchase by NETWORK of certain telecommunications services provided by GTE in its franchise areas for resale by NETWORK, the purchase by NETWORK of certain Unbundled Network Elements from GTE, and the terms and conditions of the collocation of certain equipment of NETWORK in the premises of GTE. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Florida Public Service Commission (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters. including matters related to the same types of arrangements and/or matters related to GTE's cost recovery covered in this Agreement. NETWORK agrees to negotiate reciprocal terms and conditions with GTE based on this Agreement. The Parties' execution of this Agreement is not a concession or waiver in any manner concerning its position that certain of the rates, terms and conditions contained herein are unlawful, illegal and improper.

The services and facilities to be provided to NETWORK by GTE in satisfaction of this Agreement may be provided pursuant to GTE tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, and unless otherwise specified herein, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of Article I to the Interconnection, Resale and

Unbundling Agreement between GTE Florida Incorporated and Network Telephone, Inc.

in Docket No. 990079-TP was sent via U. S. mail on April 7, 1999 to:

Staff Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

Network Telephone, Inc. Attention: Eric P. Landry, Chief Operating Officer 804 S. Palafox Pensacola, FL 32501

Kimberly Caswell

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