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ORIGINAL

July 22, 1999

VIA FEDERAL EXPRESS

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 990108-TP (Access One)

Dear Mrs. Bayo:

Enclosed please find the following documents in the above-referenced action:

1. An original and fifteen copies of Access One's Prehearing Statement with exhibits; and
2. An original and one copy of Notice of Filing.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me in the self-addressed envelope.

RECEIVED & FILED
[Signature]
FPSC-BUREAU OF RECORDS

Sincerely,

[Signature: Sean M. Cleary]
Sean M. Cleary

AFA	_____
APP	_____
CAF	_____
CMR	_____
CTR	_____
EAG	_____
LEG	1 _____
MAS	3 _____
OPC	_____
RRR	_____
SEC	1 _____
WAW	_____
OTH	_____

Enclosures
SMC/gw
cc: All Counsel of Record

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BEFORE THE PUBLIC SERVICE COMMISSION

Access One Communications, Inc.,)	
)	
Complainant,)	Docket No. 990108-TP
)	
vs.)	
)	
BellSouth Telecommunications, Inc.,)	Dated: July 22, 1999
)	
Respondent,)	
)	

**PREHEARING STATEMENT
OF ACCESS ONE COMMUNICATIONS, INC.**

Access One Communications, Inc. ("Access One"), in compliance with the Order Modifying Procedural Schedule (Order No. PSC-99-1276-PCO-TP), issued July 2, 1999, hereby submits its Prehearing Statement for the above-styled matter and states the following:

A. Witnesses

Ken Baritz (Direct and Rebuttal); Issues 1, 2, and 3.

With regard to Issue 1, Mr. Baritz will discuss why, pursuant to the terms of the Access One Agreement, Access One should have been entitled to adopt Section III General Provision H of the Interconnection Agreement between BellSouth and the Telephone Company of Central Florida (the "TCCF Provision"). He will describe the importance of the TCCF Provision, his request to BellSouth to have it incorporated in the Access One Agreement, and BellSouth's refusal to do so. He will also address BellSouth's purported basis for refusing Access One's request and the fallacies and flaws of BellSouth's position. With respect to Issue 2, Mr. Baritz will explain the impropriety of BellSouth's practice of charging Access One a one-month minimum fee for all customers that enroll with Access One and simultaneously soliciting those

customers to return to BellSouth during their first month of service with Access One. Finally with regard to Issue 3, Mr. Baritz will describe BellSouth's failure to provide Access One timely or accurate notifications of Access One customers' deactivations of service and the problems resulting therefrom.

Kevin Griffo (Rebuttal); Issue 2.

Mr. Griffo will testify regarding BellSouth's "winback" program to market and solicit Access One customers who switched their local telephone service from BellSouth to switch back. In addition, Mr. Griffo will explain the fallacies of BellSouth's position that its marketing efforts and materials were only intended to solicit those customers who switched their local toll service. Furthermore, Mr. Griffo will describe why BellSouth's solicitation efforts during the one-month minimum period covering the first thirty days of a customer's service with Access One violate the terms of the Access One Agreement.

B. Exhibits

Ken Baritz	KB - 1	Agreement Between BellSouth Telecommunications and The Other Phone Company, Inc. Regarding the Sale of BST's Telecommunications Services to The Other Phone Company, Inc. for the Purposes of Resale.
	KB - 2	Amendment to Resale Agreement Between BellSouth Telecommunications, Inc. and the Other Phone Company, Inc. Dated April 29, 1997.
	KB - 3	The TCCF Provision.
	KB - 4	Letter from Ken Baritz to Scott Schaefer, dated August 20, 1998.

Docket No. 990108-TP

KB - 5 Letter from Page Miller to Ken Baritz, dated February 3, 1999.

KB - 7 Example of BellSouth's direct marketing materials.

KB - 8 Schedule of BellSouth's Deactivation Notifications for Period 12/01/98 - 04/04/99.

Rebuttal
Exhibit:

KB - 1 Agreement Between BellSouth Telecommunications, Inc. and The Telephone Company of Central Florida Regarding the Sale of BST's Telecommunications Services to Reseller for the Purposes of Resale.

Additional
Exhibits:

KB - 1 Letter from Page Miller to Ken Baritz enclosing the BellSouth Standard Resale Agreement.

KB - 2 Agreement Between BellSouth Telecommunications, Inc. and Reseller, Inc. Regarding the Sale of BellSouth Telecommunications Services to Reseller, Inc. for the Purposes of Resale (the "BellSouth Standard Resale Agreement").

Discovery
Exhibits
(Produced
by
BellSouth)

BS - 1 BellSouth's response to Access One's First Request for Production, that includes a table

prepared by BellSouth which identifies all Resale Agreements entered into by BellSouth that contain provisions similar to the TCCF Provision, except that the benefits under the provision are unilateral to BellSouth.

BS - 2 Table prepared by BellSouth and produced in response to Access One's Second Request for Production which identifies all Resale Agreements entered into by BellSouth that contain a Most Favored Nations Clause substantially similar to the clause contained in the Access One Agreement.

BS - 3 Table prepared by BellSouth and produced in response to Access One's Second Request for Production which identifies all Resale Agreements entered into by BellSouth that contain a modified version of the Most Favored Nations Clause contained in the Access One Agreement.

BS - 4 Table prepared by BellSouth and produced in response to Access One's Second Request for Production which identifies all Resale Agreements entered into by BellSouth that contain a further modified version of the Most Favored Nations Clause contained in the Access One Agreement.

Kevin Griffo KG - 1 Letter from Mary Keyer to Robert Turken, dated April 28, 1999.

Access One has not yet prepared any other exhibits, but reserves the right to introduce additional exhibits at the hearing for cross-examination, impeachment, or any other purpose authorized by the applicable Florida Rules of Evidence and Rules of this Commission.

C. Statement of Basic Position

Pursuant to the Most Favored Nations Clause of the Access One Agreement, Access One was entitled to adopt the TCCF Provision. Access One made repeated requests to BellSouth to adopt the TCCF Provision, and BellSouth refused. BellSouth's excuses for having denied Access One's requests -- that the TCCF Agreement had expired and that Access One was also required to adopt the expiration date of the TCCF Agreement -- are contradicted by (i) the language of the Most Favored Nations Clause, (ii) the language of the TCCF Agreement, and (iii) both Access One and BellSouth's interpretations of the Most Favored Nations Clause. By refusing Access One's requests to adopt the TCCF Provision, BellSouth has breached the Access One Agreement.

BellSouth also breached the Access One Agreement and its obligations of good faith and fair dealing by actively marketing and soliciting customers who had elected to enroll with Access One during their first month of service. According to its tariff, BellSouth is allowed to charge Access One a one-month minimum fee for each new customer that enrolls with Access One regardless of whether that customer stays with Access One for the entire month. After charging Access One a fee for each customer, however, BellSouth engaged in a program to market and solicit those same customers to return to BellSouth during the month that Access One had already paid for. This inequitable policy allowed BellSouth to benefit twice from the same customers and deprived Access One of its contractual bargain.

BellSouth also breached the Access One Agreement by failing to provide Access One with adequate notice of customers' changes of local service providers. In the majority of deactivations, BellSouth did not provide Access One with any notification. When BellSouth did

provide notifications, the notifications were often untimely and almost never accurate.

BellSouth's failure to provide the required notifications has compromised Access One's ability to properly and accurately bill its customers to the detriment of both Access One and its customers.

D., E., F. Access One's Specific Position on the Issues

All of the issues identified for resolution in this proceeding are mixed questions of fact, law and policy. Access One's specific positions on these issues are set forth below.

Issue 1: Pursuant to the Resale Agreement between Access One and BellSouth and Sections 251 and 252 of the Telecommunications Act of 1996, was Access One entitled to adopt a provision from the Interconnection Agreement Between BellSouth and the Telephone Company of Central Florida?

Position: Yes. Pursuant to the Most Favored Nations Clause (Section XVI B) of the Access One Agreement, Access One was entitled to request and adopt the TCCF Provision. The Most Favored Nations Clause provides that BellSouth was deemed to have offered Access One all of the terms of all other resale agreements, including the TCCF Agreement, that were entered into either before or after the Access One Agreement; and that Access One, at its sole discretion, could accept any of the "Other Terms" of the other resale agreements. Access One made numerous requests to BellSouth that it be allowed to adopt the TCCF Provision. Despite Access One's requests, BellSouth refused to allow Access One to implement the TCCF Provision.

Neither of BellSouth's purported reasons for denying Access One's requests to adopt the TCCF Provision is valid. First, BellSouth's argument that the TCCF Agreement had expired at

the time that Access One made its request (on August 20, 1998) is belied by, among other things, Section 1 B of the TCCF Agreement, which provides:

The terms of this agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.

Even if BellSouth was somehow correct that Access One's right to adopt the TCCF Provision ended when the TCCF Agreement was no longer in force and effect, the fact is that the TCCF Agreement, including the TCCF Provision, was in effect long after Access One made its request to adopt the TCCF Provision. The irony is that the TCCF Agreement has actually remained in force and effect past the expiration date of the Access One Agreement which by its terms was April 29, 1999.

Second, BellSouth's contention, that even if Access One was entitled to adopt the TCCF Provision, it would have been required to adopt the expiration date of the TCCF Agreement, is contradicted by the express terms of the Most Favored Nations Clause and the fact that it applied to other resale agreements executed both before **and** after the Access One Agreement. This is particularly true given (i) the materially different language used in Section XVI C of the Access One Agreement, which immediately follows the Most Favored Nations Clause, and (ii) BellSouth's modifications to the Most Favored Nations Clause which it incorporated into subsequently executed Resale Agreements. Unlike the Most Favored Nations Clause at issue in these proceedings, these other provisions do impose the requirement that the reseller adopt all of the terms of the requested agreement.

Finally, BellSouth and Access One by their own conduct confirmed the plain meaning of the Most Favored Nations Clause. In December 1998, pursuant to the Most Favored Nations Clause, Access One sought to replace Section VII of the Access One Agreement with Section VII of BellSouth's then Standard Resale Agreement. BellSouth, as it was required to do, acceded to Access One's request and amended the Access One Agreement accordingly, **without** requiring Access One to adopt the other terms of the new agreement.

Issue 2: Pursuant to the Resale Agreement between Access One and BellSouth and Sections 251 and 252 of the Telecommunications Act of 1996, did BellSouth initiate the solicitation of a customer who has switched service from BellSouth to Access One within the first month that the customer switched to Access One? If so, should BellSouth be allowed to continue to do so?

Position: Yes; No. Pursuant to its "winback" program, once BellSouth learned that a customer had elected to switch to Access One or another ALEC, it embarked on a solicitation program to "win the customer back." Access One learned about BellSouth's solicitation of its customers from several sources. First, Access One's own customers informed Access One of BellSouth's solicitation efforts. In addition, Access One inadvertently received BellSouth's direct mail "winback" brochures that were intended for Access One's customers. Finally, BellSouth itself acknowledged that it solicited customers of Access One during their first month of service with Access One, although it advised Access One, and stated of record in this action, that it no longer engages in this practice.

BellSouth's contention that the marketing materials it sent to Access One's customers were only designed to win back local toll service customers who switched their local toll service

from BellSouth ignores the operation and effect of BellSouth's solicitations efforts. The customers who switch their local long distance service to Access One are the same customers who also switch their local telephone service to Access One. Thus, the customers who receive the solicitations are Access One's local telephone services customers -- the very customers who Access One is required to pay a one-month minimum for, and who BellSouth claims it does not solicit. To make matters worse, if a customer receives the solicitation and attempts to call BellSouth to switch only the customer's "local toll services" back to BellSouth as advertised, BellSouth will advise the customer that the customer must also switch his/her local telephone service at the same time. This is because only the customer's current local exchange company has the operational capability to change the customer's local toll carrier.

To the extent that BellSouth is continuing its "winback" efforts, it should not be permitted to do so. As noted previously, BellSouth requires Access One to pay a one-month minimum fee for each new customer who enrolls with Access One, regardless of whether the customer stays with Access One for the entire month. In addition, BellSouth charges Access One a connection fee of \$19.00 (minus Access One's resale discount) for each customer line that enrolls. Pursuant to Paragraphs 3C and 3D of the Access One Agreement, Access One is deemed to be BellSouth's customer of record for "all services purchased from BellSouth," and BellSouth "shall have no contract with the end user except to the extent provided for herein."

Access One acknowledges that Paragraph 3F of the Access One Agreement allows BellSouth to market its products and services, and to "establish independent relationships with end users of [Access One]." However, this paragraph cannot be construed to permit BellSouth to

interfere with Access One's contractual relationship with its customers, at least for the first thirty days of that relationship.

When a customer leaves BellSouth to become a customer of Access One or another CLEC, only BellSouth and the CLEC have knowledge of the customer's switch in service. BellSouth's targeted marketing of its former customers is unfair and demonstrates BellSouth's attempt to perpetuate its monopoly because only BellSouth has exclusive control and knowledge of customers who have elected to change their local telephone service; thus BellSouth has the exclusive opportunity to persuade those customers to return to BellSouth. BellSouth's activities, if allowed, would render Access One's rights under the Access One Agreement, illusory and meaningless. Moreover, BellSouth would be granted two opportunities to benefit from the same customers: first, when Access One pays the one-month minimum and connection fee, and again when the customer returns to BellSouth during the first month as a result of BellSouth's targeted solicitations. In sum, BellSouth's program of soliciting its former customers during the first month of service with Access One violates the fair competition and "level playing field" requirements of the Telecommunications Act of 1996.

Mr. Baritz will address these specific points.

Issue 3: Pursuant to the Resale Agreement between Access One and BellSouth and Sections 251 and 252 of the Telecommunications Act of 1996, has BellSouth provided to Access One the required notification of customers' changes of local service providers?

Position: No. As Mr. Baritz discusses in detail in his direct and rebuttal testimony, during the term of the Access One Agreement, BellSouth provided Access One with deactivation

notifications less than 50% of the time. Of the notifications that BellSouth did send to Access One, most were untimely and over 90% were inaccurate. Although Access One repeatedly complained to BellSouth about these problems for over a year, and although BellSouth consistently acknowledged the problems and assured Access One they were being rectified, there has been no noticeable change in the quantity or quality of BellSouth's notifications.

Issue 4: Pursuant to the Resale Agreement between Access One and BellSouth and Sections 251 and 252 of the Telecommunications Act of 1996, is BellSouth required to offer the same repair options to Access One customers that BellSouth offers to its own customers? If so, has BellSouth complied with the requirement?

Position: This issue has been resolved by the parties.

Issue 5: Pursuant to the Resale Agreement between Access One and BellSouth and Sections 251 and 252 of the Telecommunications Act of 1996, what relief, if any, is Access One entitled?

Position: The primary relief that Access One is seeking in this action, and to which it is entitled under the terms of the Access One Agreement, is money damages stemming from BellSouth's breaches of the Access One Agreement. However, Access One acknowledges that (i) the Commission's adjudicatory authority does not extend to an award of money damages, and (ii) the amount of damages, if any, to which Access One is entitled, will have to be determined in a subsequent judicial proceeding.

Accordingly, pursuant to the Access One Agreement and Florida Statutes § 364.162, Access One requests that the Commission award it declaratory relief determining that BellSouth

has breached and failed to comply with its obligations under the Access One Agreement for the reasons set forth above in response to Issues 1, 2 and 3.

G. Statement of Issues Stipulated by the Parties

Issue 4 has been resolved by the parties.

H. Pending Motions

The only pending motion is Access One's Motion to Supplement Rebuttal Testimony of Ken Baritz. BellSouth has no objection to Access One's request.

I. Statement as to Requirements that Cannot Be Complied With

Access One knows of no such requirements.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was served via Federal Express this 22ND day of July, 1999, on **Nancy B. White, Esq.** and **Michael P. Goggin, Esq.**, c/o Nancy H. Sims, Esq., 150 So. Monroe Street, Suite 400, Tallahassee, Florida 32301; **William J. Ellenberg, Esq.** and **Mary K. Keyer, Esq.**, BellSouth Telecommunications, Inc., Legal Department, 675 West Peachtree Street, N.E., #4300, Atlanta, Georgia 30375 and **Will Cox, Esq.**, Florida Public Service Commission, Division of Legal Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850.

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By: Sean M. Cleary
Robert W. Furken
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Sean M. Cleary
Florida Bar No. 146341

30064428.01

BEFORE THE PUBLIC SERVICE COMMISSION

Access One Communications, Inc.)
)
Complainant,)
)
vs.)
)
BellSouth Telecommunications, Inc.,)
)
Respondent,)
_____)

Docket No. 990108-TP

Dated: July 22, 1999

NOTICE OF FILING

NOTICE IS HEREBY GIVEN that Complainant, Access One, has filed the original and 15 copies of the Prehearing Statement and attached Exhibits, copies of which are attached hereto.

WE HEREBY CERTIFY that a true and correct copy of the foregoing was served Via Federal Express this 22nd day of July, 1999 on **Nancy B. White, Esq.** and **Michael Goggin, Esq.**, c/o Nancy H. Sims, Esq., 150 So. Monroe Street, Suite 400, Tallahassee, Florida 32301; **William J. Ellenberg, Esq.** and **Mary K. Keyer, Esq.**, BellSouth Telecommunications, Inc., Legal Department, 675 West Peachtree Street, N.E., #4300, Atlanta, Georgia 30375 and **Will Cox, Esq.**, Florida Public Service Commission, Division of Legal Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850.

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By: Sean M. Cleary
~~Robert W. Turken~~
Florida Bar No. 306355
Sean M. Cleary
Florida Bar No. 146341

ADDITIONAL EXHIBIT
KB-1

BellSouth Interconnection Services
34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

July 6, 1998

Ken Baritz
The Other Phone Company, Inc.
3427 NW 55th Street
Fort Lauderdale, FL 33309

Dear Mr. Baritz:

Enclosed are two original copies of the BellSouth Standard Resale Agreement. Please review the agreement and contact me with any questions you may have. I can be reached by phone at 404-927-1377 or via e-mail at page.miller@bridge.bellsouth.com.

I look forward to working with you.

Sincerely,



Page Miller
Manager - Interconnection Services/Pricing
Fax: 404-927-8324

enc.

cc: Jerry Hendrix

ADDITIONAL EXHIBIT
KB-2

Agreement Between BellSouth Telecommunications, Inc. and Reseller, Inc. Regarding The Sale of BellSouth Telecommunications Services to Reseller, Inc. For The Purposes of Resale

THIS AGREEMENT is by and between **BellSouth Telecommunications, Inc.**, ("BellSouth" or "Company"), a Georgia corporation, and **Reseller, Inc.** ("Reseller"), a _____ corporation, and shall be deemed effective as of _____.

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Reseller is or seeks to become an alternative local exchange telecommunications company authorized to provide telecommunications services in the state(s) of _____; and;

WHEREAS, Reseller desires to resell BellSouth's telecommunications services; and

WHEREAS, BellSouth has agreed to provide such services to Reseller for resale purposes and pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual premises and promises contained herein, BellSouth and Reseller do hereby agree as follows:

I. Term of the Agreement

- A. The term of this Agreement shall be two years beginning _____ and shall apply to all of BellSouth's serving territory as of January 1, 1998 in the state(s) of _____; and
- B. This Agreement shall be automatically renewed for two additional one year periods unless either party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other party no later than 60 days prior to the end of the then-existing contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.

The rates pursuant by which Reseller is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

II. Definition of Terms

- A. **CUSTOMER OF RECORD** means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

- B. DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company.
- C. END USER means the ultimate user of the telecommunications services.
- D. END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- E. NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- F. OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.
- G. RESALE means an activity wherein a certificated CLEC, such as Reseller subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").
- H. RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an CLEC, such as Reseller, may offer resold local exchange telecommunications service.

III. General Provisions

- A. Reseller may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. It does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

- B. Reseller may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
 1. Reseller must resell services to other end users.
 2. Reseller must order services through resale interfaces, i. e., the LCSC and/or appropriate Resale Account Teams.
 3. Reseller cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.

- C. The provision of services by the Company to Reseller does not constitute a joint undertaking for the furnishing of any service.
- D. Reseller will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Reseller for all services.
- E. Reseller will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.
- F. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.
- G. The Company maintains the right to serve directly any end user within the service area of Reseller. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Reseller.
- H. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- I. Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of the Company and are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.
- J. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Reseller.
- K. Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- L. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- M. The Company can refuse service when it has grounds to believe that service will be used in violation of the law.
- N. The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.
- O. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Reseller will be directed to Reseller. The Company will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller end users.
- P. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than the Company shall not:
 - 1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;
 - 2. Cause damage to their plant;
 - 3. Impair the privacy of any communications; or

4. Create hazards to any employees or the public.
- Q. Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by Reseller.
 - R. Facilities and/or equipment utilized by BellSouth to provide service to Reseller remain the property of BellSouth.
 - S. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.
 - T. BellSouth will provide customer record information to Reseller provided Reseller has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via one of the following methods: US mail, fax, or by electronic interface. BellSouth will provide customer record information via US mail or fax on an interim basis only.
 1. Reseller agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to Reseller. Reseller will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.
 2. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this agreement.
 - U. BellSouth will provide certain selected messaging services to Reseller for resale of messaging service without the wholesale discount.
 - V. BellSouth's Inside Wire Maintenance Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
 - W. All costs incurred by BellSouth for providing services requested by Reseller that are not covered in the BellSouth tariffs shall be recovered from the Reseller who utilizes those services.

IV. BellSouth's Provision of Services to Reseller

- A. Reseller agrees that its resale of BellSouth services shall be as follows:
 1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
 2. To the extent Reseller is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Reseller shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by Reseller are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff (A27 in the state of Tennessee).
 4. Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2 of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.
 5. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at a rate as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff for the applicable state, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to the Company may be assessed.
 6. The Company reserves the right to periodically audit services purchased by Reseller to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Reseller shall make any and all records and data available to the Company or the Company's auditors on a reasonable basis. The Company shall bear the cost of said audit.
- B. Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.
 - C. Reseller may resell services only within the specific resale service area as defined in its certificate.
 - D. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.
 - E. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Reseller is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

V. Maintenance of Services

- A. Reseller will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.
- B. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.
- C. Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

- D. Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.
- E. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- F. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.
- G. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.
- H. The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- I. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

VI. Establishment of Service

- A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.
- B. Service orders will be in a standard format designated by the Company.
- C. When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.
- D. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.
- E. Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a request from another CLEC for conversion of the end user's service from Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.
- F. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service with the appropriate local service provider and will assess Reseller as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller. These charges can be adjusted if Reseller provides satisfactory proof of authorization.
- G. In order to safeguard its interest, the Company reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

1. Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to the Company. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
2. If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
3. Such security deposit may not exceed two months' estimated billing.
4. The fact that a security deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.
5. The Company reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
6. In the event that Reseller defaults on its account, service to Reseller will be terminated and any security deposits held will be applied to its account.
7. Interest on a security deposit shall accrue and be refunded in accordance with the terms in the appropriate BellSouth tariff.

VII. Payment And Billing Arrangements

- A. Prior to submitting orders to the Company for local service, a master account must be established for Reseller. The Reseller is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- B. The Company shall bill Reseller on a current basis all applicable charges and credits.
- C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing disputes that may arise between Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- D. The Company will render bills each month on established bill days for each of Reseller's accounts.
- E. The Company will bill Reseller, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to Reseller.
- F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

1. If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.
2. If Reseller requests multiple billing media or additional copies of bills, the Company will provide these at an appropriate charge to Reseller.

G. Billing Disputes

1. Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:
 - 1.1 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.
 - 1.2. If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.
 2. If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.
- H.** Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.
- I.** As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.
- J.** If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late

factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff.

- K. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller.
- L. The Company will not perform billing and collection services for Reseller as a result of the execution of this Agreement. Requests by the Reseller for assistance with billing services should be referred to the appropriate entity or operational group within the Company.
- M. Pursuant to 47 CFR Section 51.617, the Company will bill Reseller end user common line charges identical to the end user common line charges the Company bills its end users.
- N. In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

VIII. Discontinuance of Service

- A. The procedures for discontinuing service to an end user are as follows:
 - 1. Where possible, the Company will deny service to Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller.
 - 2. At the request of Reseller, the Company will disconnect a Reseller end user customer.
 - 3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.
 - 4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.
 - 5. The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.
- B. The procedures for discontinuing service to Reseller are as follows:
 - 1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.
 - 2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Reseller that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give

thirty days notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter.

3. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
4. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Reseller's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Reseller without further notice.
5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The Company will also reestablish service at the request of the end user or Reseller's upon payment of the appropriate connection fee and subject to the Company's normal application procedures. Reseller's is solely responsible for notifying the end user of the proposed disconnection of the service.
6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

IX. Liability

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of Reseller, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Reseller for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. The Company shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- B. The Company shall be indemnified and saved harmless by Reseller against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to Reseller.
- C. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:
 1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or end user's own communications.
 2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Reseller.

3. All other claims arising out of an act or omission of Reseller or its end user in the course of using services.

D. Reseller accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of Reseller with respect to any end user of Reseller.

X. Treatment of Proprietary and Confidential Information

- A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible format and clearly marked with a confidential, private or proprietary legend, or, when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.
- B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XI. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

XII. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XIII. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XIV. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

XV. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XVI. Notices

- A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

Reseller

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, AL 35203

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

- B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

XVII. Amendments

This Agreement may be amended at any time upon written agreement of both parties.

XVIII. Entire Agreement

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.

BY: _____
Signature

NAME: Jerry Hendrix
Printed Name

TITLE: Director

DATE: _____

Reseller

BY: _____
Signature

NAME: _____
Printed Name

TITLE: _____

DATE: _____

**EXHIBIT A
APPLICABLE DISCOUNTS**

The telecommunications services available for purchase by Reseller for the purposes of resale to Reseller end users shall be available at the following discount off of the retail rate.

DISCOUNT*		
STATE	RESIDENCE	BUSINESS
ALABAMA	16.3%	16.3%
FLORIDA	21.83%	16.81%
GEORGIA	20.3%	17.3%
KENTUCKY	16.79%	15.54%
LOUISIANA	20.72%	20.72%
MISSISSIPPI	15.75%	15.75%
NORTH CAROLINA	21.5%	17.6%
SOUTH CAROLINA	14.8%	14.8%
TENNESSEE**	16%	16%

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local service area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
ALABAMA	\$100.00	\$50.00	\$10.80	\$22.00
FLORIDA	\$100.00	\$50.00	\$10.80	\$22.00
GEORGIA	\$200.00	\$550.00 per first 1000 electronic orders ¹ \$110.00 per each add'l 1000 electronic orders ¹	Note ²	\$22.00 ³
KENTUCKY	\$100.00	\$50.00	\$10.80	\$22.00
LOUISIANA	\$100.00	\$50.00	\$9.16	\$22.00 ³
MISSISSIPPI	\$100.00	\$50.00	\$10.80	\$22.00
NORTH CAROLINA	\$100.00	\$50.00	\$10.80	\$22.00
SOUTH CAROLINA	\$100.00	\$50.00	\$10.80	\$22.00
TENNESSEE	\$100.00	\$50.00	\$10.80	\$22.00

¹The Charge per order applies on a per end user account basis.

² The Georgia Public Service Commission ("PSC") ordered in Docket 7061 that there would be no OSS charge within the Charge per Electronic Order column. Instead the Georgia PSC ordered monthly recurring charges based on the number of orders.

³ Applies to Resale only.

EXHIBIT B
Page 1 of 2

	Type of Service	AL		FL		GA		KY		LA	
		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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Promotions - < 90 Days	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 SM Svc (See Note7)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall [®] 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
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4	Promotions - < 90 Days	Yes	No	No	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 SM 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:

- Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
- 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.
- In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - the stated tariff rate, less the wholesale discount;
 - the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
- 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.
- 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.

EXHIBIT B
Page 2 of 2

- 6 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
- 7 AdWatchSM Service is tarified as BellSouth[®] AIN Virtual Number Call Detail Service
- 8 Exclusions for N11/911/E911 are also applicable to equipment associated with the service

DISCOVERY EXHIBIT
BS-1

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Access One Communications, Inc.,)
)
 Complainant,) Docket No. 990108-TP
)
 vs.)
)
 BellSouth Telecommunications, Inc.,)
)
 Respondent.)
 _____) Filed: June 28, 1999

**BELLSOUTH TELECOMMUNICATIONS, INC.'S
RESPONSE AND OBJECTIONS TO ACCESS ONE'S
FIRST REQUEST FOR PRODUCTION**

BellSouth Telecommunications, Inc., ("BellSouth" or "Company"), hereby files, pursuant to Rule 25-22.034 and 25-22.035, Florida Administrative Code, and Rules 1.340 and 1.280(b), Florida Rules of Civil Procedure, the following Responses and Objections to Access One Communications, Inc.'s ("Access One") First Request for Production of Documents, dated May 24, 1999.

GENERAL OBJECTIONS

1. BellSouth objects to the requests for production of documents to the extent they seek to impose an obligation on BellSouth to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on the grounds that such requests are overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules.

2. BellSouth objects to the requests for production of documents to the extent they are intended to apply to matters other than Florida intrastate operations subject to the jurisdiction of the Commission. BellSouth objects to

such requests for production of documents as being irrelevant, overly broad, unduly burdensome, and oppressive.

3. BellSouth objects to each and every request for production of documents and instruction to the extent that such request for production of documents or instruction calls for information which is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.

4. BellSouth objects to each and every request for production of documents insofar as the request for production of documents is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests. Any answers provided by BellSouth in response to these requests for production of documents will be provided subject to, and without waiver of, the foregoing objection.

5. BellSouth objects to each and every request for production of documents insofar as the request for production of documents is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action. BellSouth will attempt to note each instance where this objection applies.

6. BellSouth objects to providing information to the extent that such information is already in the public record before the Florida Public Service Commission.

7. BellSouth objects to each and every request for production of documents to the extent that the information requested constitutes "trade secrets" which are privileged pursuant to Section 90.506, Florida Statutes. BellSouth also objects to each and every request for production that would require the disclosure of customer specific information, the disclosure of which is prohibited by Section 364.24, Florida Statutes. To the extent that Access One requests proprietary information that is not subject to the "trade secrets" privilege or to Florida Statutes Section 364.24, BellSouth will make such information available to Access One at a mutually agreeable time and place upon the execution of a confidentiality agreement.

8. BellSouth objects to Access One's discovery requests, instructions and definitions, insofar as they seek to impose obligations on BellSouth that exceed the requirements of the Florida Rules of Civil Procedure or Florida Law.

9. BellSouth objects to each and every request for production of documents, insofar as they are unduly burdensome, expensive, oppressive, or excessively time consuming as written.

10. BellSouth is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, BellSouth creates countless documents that are not subject to Florida Public Service Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document has been identified in response to these

requests for production of documents. BellSouth will conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the requests for production of documents purport to require more, BellSouth objects on the grounds that compliance would impose an undue burden or expense.

SPECIFIC RESPONSES

Request 1. All documents that refer to, reflect, or relate to any agreement or amendment to agreement entered into between BellSouth and the Telephone Company of Central Florida, Inc. ("TCCF").

Specific Objection: In addition to the General Objections made above, BellSouth objects to this request to the extent that it is not relevant to the subject matter of this action and not calculated to lead to the discovery of admissible evidence.

Response: Subject to its General and Specific Objections, BellSouth will produce documents responsive to Request No. 1.

Request 2. All documents that refer to, reflect, or relate to paragraph H of Exhibit KB-3 to the direct testimony of Ken Baritz filed in this proceeding.

Specific Objection: In addition to the General Objections made above, BellSouth objects to this request to the extent that it is not relevant to the subject matter of this action and not calculated to lead to the discovery of admissible evidence.

Response: Subject to its General and Specific Objections, BellSouth will produce documents responsive to Request No. 2.

Request 3. All documents that refer to, reflect, or relate to any agreements between BellSouth and any telecommunications carrier other than TCCF containing a provision substantially similar to paragraph H of Exhibit KB-3 to Ken Baritz's testimony.

Specific Objection: In addition to the General Objections made above, BellSouth objects to this request to the extent that it is not relevant to the subject matter of this action and not calculated to lead to the discovery of admissible evidence.

Response: Subject to its General and Specific Objections, BellSouth will produce documents responsive to Request No. 3.

Request 4. All documents that refer to, reflect, or relate to any type of communication from BellSouth to customers of Access One during the period of September 1997 until today which advertise or market BellSouth's local telephone service, including without limitation all direct mail solicitations or advertisements to switch local telephone service to BellSouth.

Specific Objection: In addition to the General Objections made above, BellSouth objects to this request to the extent that it is not relevant to the subject matter of this action and not calculated to lead to the discovery of admissible evidence.

Response: Subject to its General and Specific Objections, BellSouth has no documents responsive to Request No. 4.

Respectfully submitted this 28th day of June, 1999.

BELLSOUTH TELECOMMUNICATIONS, INC.

/v.f.

NANCY B. WHITE
MICHAEL P. GOGGIN
c/o Nancy H. Sims
150 So. Monroe Street, Suite 400
Tallahassee, FL 32301
(305) 347-5558

/v.f.

WILLIAM J. ELLENBERG II
Suite 4300
675 W. Peachtree St., NE
Atlanta, GA 30375
(404) 335-0711

168388

BELLSOUTH TELECOMMUNICATIONS, INC.

DOCKET NO. 990108-TP

**RESPONSES TO ACCESS ONE'S
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**

POD NOS. 1 AND 2

Agreement Between BellSouth Telecommunications, Inc. and The Telephone Company of Central Florida Regarding The Sale of BST's Telecommunications Services to Reseller For The Purposes of Resale

THIS AGREEMENT is by and between BellSouth Telecommunications, Inc., ("BellSouth or Company"), a Georgia corporation and The Telephone Company of Central Florida, ("Reseller") FLORIDA corporation and shall be deemed effective as of ~~June 1~~, 1996. MAY 28 enr

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the state of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Reseller is an alternative local exchange telecommunications company authorized ^{OR WILL BE AS NOTIFIED} to provide telecommunications services in the state of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and ENR

WHEREAS, Reseller desires to resell BellSouth's telecommunications services; and

WHEREAS, BellSouth has agreed to provide such services to Reseller for resale purposes and pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual premises and promises contained herein, BellSouth and Reseller do hereby agree as follows:

I. Term of the Agreement

A. The term of this Agreement shall be two years, beginning ~~June 1~~, 1996 and shall apply to all of BellSouth's serving territory as of January 1, 1996 in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. MAY 28 ENR

B. This Agreement shall be automatically renewed for two additional one year periods unless either party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other party no later than 60 days prior to the end of the then-existing contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.

C. The rates pursuant by which Reseller is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

II. Definition of Terms

- A. **CUSTOMER CODE** means the three digit number following a customer's telephone number as shown on the customer's bill.
- B. **CUSTOMER OF RECORD** means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as toll, directory assistance, etc.
- C. **DEPOSIT** means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company .
- D. **END USER** means the ultimate user of the telecommunications services.
- E. **END USER CUSTOMER LOCATION** means the physical location of the premises where an end user makes use of the telecommunications services.
- F. **NEW SERVICES** means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- G. **OTHER LOCAL EXCHANGE COMPANY (OLEC)** means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.
- H. **RESALE** means an activity wherein a certificated OLEC, such as Reseller subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").
- I. **RESALE SERVICE AREA** means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as Reseller, may offer resold local exchange telecommunications service.

III. General Provisions

- A. Reseller may resell the tariffed local exchange, including Centrex type services available under Section A12 of the Florida tariff, and toll telecommunications services of BellSouth subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; and contract service arrangements.
- B. The provision of services by the Company to Reseller does not constitute a joint undertaking for the furnishing of any service.
- C. Reseller will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Reseller for all services.

D. Reseller will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.

E. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.

F. The Company maintains the right to serve directly any end user within the service area of Reseller. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Reseller

G. Reseller shall not interfere with the right of any person or entity to obtain service directly from the Company.

H. The current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. The Company will not, however, make the end user's previous telephone number available to Reseller until the end user's outstanding balance has been paid. If Reseller requests service for an end user that has been denied service or disconnected for non-payment by BellSouth, and the end user still has an outstanding balance with the Company, the Company will establish service for that end user through Reseller Denied service means that the service of an end user provided by a local exchange telecommunications company, including BellSouth has been temporarily suspended for nonpayment and subject to complete disconnection. Reseller is entitled to the same conditions contained in this paragraph.

I. Telephone numbers are the property of the Company and are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.

J. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Reseller.

K. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

L. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

M. The Company can refuse service when it has grounds to believe that service will be in violation of the law.

N. The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.

O. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Reseller will be directed to Reseller. The Company will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller end users.

P. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company shall not:

1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;
2. Cause damage to their plant;
3. Impair the privacy of any communications; or
4. Create hazards to any employees or the public.

Q. Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by it.

R. Facilities and/or equipment utilized by BellSouth to provide service to Reseller remain the property of BellSouth.

S. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.

IV. BellSouth's Provision of Services to Reseller

A. Reseller agrees that its resale of BellSouth services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
2. To the extent Reseller is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Reseller shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by Reseller are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as

of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

2. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.

3. Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.38.

4. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at the rate of 0.000590 per day, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to the Company may be assessed.

B. Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.

C. Reseller may resell services only within the specific resale service area as defined in its certificate.

D. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

V. Maintenance of Services

A. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.

B. Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

C. Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.

D. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users.

E. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.

F. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.

G. The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

H. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

VI. Establishment of Service

A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("CCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.

B. Service orders will be in a standard format designated by the Company.

C. When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.

D. When an existing customer of the Company switches to Reseller, Reseller must provide the Company with the Customer Code or Codes, when multiple codes apply, for that end user.

E. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.

F. Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a request from another OLEC for conversion of the end user's service from the Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.

G. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service

with the appropriate local service provider and will assess Reseller as the OLEC initiating the unauthorized change, an unauthorized change charge similar to that described in F.C.C. Tariff No. 1, Section 13.3.3. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller.

These charges can be adjusted if Reseller provides satisfactory proof of authorization.

	Nonrecurring Charge
(a) each Residence or Business line	\$19.41
(b) each Public or Semi-Public line	\$34.19

H. The Company will, in order to safeguard its interest, require Reseller to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

I. Such deposit may not exceed two months' estimated billing.

J. The fact that a deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

K. The Company reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action.

L. In the event that Reseller defaults on its account, service to Reseller will be terminated and any deposits held will be applied to its account.

M. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to Reseller during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

VII. Payment And Billing Arrangements

A. When the initial service is ordered by Reseller, the Company will establish an accounts receivable master account for Reseller.

B. The Company shall bill Reseller on a current basis all applicable charges and credits.

C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing

disputes that may arise between Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

D. The Company will render bills each month on established bill days for each of Reseller's accounts.

E. The Company will bill Reseller in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.

F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

G. Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

H. As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lesser of:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that Reseller actually makes the payment to the Company, or

2. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that Reseller actually makes the payment to the Company.

J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller.

K. The Company will not perform billing and collection services for Reseller as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within the Company.

L. Until such time as the Company receives permission from the FCC to bill the End User Common Line (EUCL) charge to Reseller, the Company will, on an interim basis, bill the charges shown below which are identical to the EUCL rates billed by BST to its end users.

	Monthly Rate
1. Residential	
(a) Each Individual Line or Trunk	\$3.50
2. Single Line Business	
(b) Each Individual Line or Trunk	\$3.50
3. Multi-line Business	
(c) Each Individual Line or Trunk	\$6.00

M. In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

N. Reseller is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by the Company within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon Reseller.

VIII. Discontinuance of Service

A. The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny service to Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller.

2. At the request of Reseller, the Company will disconnect a Reseller end user customer.

3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.

4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.

5. The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to Reseller are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to Reseller, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.

3. In payment of account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If Reseller fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty days written notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to Reseller without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The Company will also reestablish service at the request of the end user

or Reseller upon payment of the appropriate connection fee and subject to the Company's normal application procedures.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

IX. Liability

A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of Reseller, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Reseller for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. The Company shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

B. The Company shall be indemnified and saved harmless by Reseller against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to Reseller

C. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:

1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or end user's own communications.

2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Reseller

3. All other claims arising out of an act or omission of Reseller or its end user in the course of using services.

D. Reseller accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of Reseller with respect to any end user of Reseller

X. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend or when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XI. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Florida Public Service Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Florida Public Service Commission concerning this Agreement.

XII. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XIII. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XIV. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

XV. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XVI. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

Reseller ELDER RIPPER
THE TELEPHONE CO. OF CENTRAL FLORIDA
SUITE 210, 3551 W. LAKE MARY BLVD.
LAKE MARY, FL. 32746

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

XVIII. Amendments

This Agreement may be amended at any time upon written agreement of both parties.

XVII. Entire Agreement

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.

BY: [Signature]
Signature

NAME: RC SCHEYTE
Printed Name

TITLE: SR/DP - STRAT MGMT

Reseller

BY: [Signature]
Signature

NAME: ELDER N. RIPPER III
Printed Name

TITLE: PRESIDENT

EXHIBIT "A"

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Reseller for the purpose of resale to Reseller end users shall be available at the following discount off of the retail rate.

<u>STATE</u>	<u>RESIDENCE</u>	<u>DISCOUNT</u>	<u>BUSINESS</u>
ALABAMA	10%		10%
FLORIDA	18%		12%
GEORGIA	11.6%		9.6%
KENTUCKY	10%		8%
LOUISIANA	11%		10%
MISSISSIPPI	9%		8%
NORTH CAROLINA	12%		9%
SOUTH CAROLINA	10%		9%
TENNESSEE	11%		9%

If a state commission orders a discount different from those specified above, and if Company has provided those discounts to another reseller, those same discounts will be offered to Reseller.

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT
FOR RESOLD LOCAL EXCHANGE LINES OR
SERVICE PROVIDER NUMBER PORTABILITY ARRANGEMENTS**

This agreement, effective as of MAY 29 , 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and THE TELEPHONE COMPANY OF CENTRAL FLORIDA, ("Local Exchange Company").

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

This Agreement sets forth the terms and conditions for inclusion in BST's Line Information Data Base (LIDB) of billing number information associated with BST exchange lines used for Local Exchange Company's resale of local exchange service or Service Provider Number Portability (SPNP) arrangements requested by Local Exchange Company on behalf of Local Exchange Company's end user. BST will store in its data base the relevant billing number information, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified below.

LIDB is accessed for:

- * Billed Number Screening
- * Calling Card Validation for Calling Cards issued by BellSouth
- * Fraud Control

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II. DEFINITIONS

- 2.01. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- 2.02. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- 2.03. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.
- 2.04. Calling Card number - a billing number plus PIN number assigned by BST.
- 2.05. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.
- 2.06. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- 2.07. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- 2.08. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- 2.09. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

3.01. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

3.02. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

3.03. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

3.04. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

(a) Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

(b) Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

3.05. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

3.06. Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users.

Additionally, Local Exchange Company understands that presently BST has no method to

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differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Agreement shall be used for no purposes other than those set forth in this Agreement.

V. TERMS

This Agreement will be effective as of May 29, 1996, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

VI. FEES FOR SERVICE AND TAXES

6.01. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

6.02. Sales, use and all other taxes (excluding taxes on BST's income) determine by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

VII. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of

negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

VIII. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

IX. MISCELLANEOUS

9.01. It is understood and agreed to by the parties that BST may provide similar services to other companies.

9.02. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

9.03. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

9.04. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

9.05. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

9.06. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

9.07. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Robert Wilhelm
Title: DIRECTOR
Date: 5-30-96
Address: 1675 W. PEACHTREE ST.
ATLANTA GA 30375
SUITE 11415

THE LOCAL EXCHANGE COMPANY

By: C. N. Payne, Jr.
Title: PRESIDENT
Date: 5-29-96
Address: THE TELEPHONE COMPANY OF CENTRAL FLA.
3571 W. LAKE MARY BLVD., SUITE 210
LAKE MARY, FL 32746

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ORIGINAL

AMENDMENT

TO

RESALE AGREEMENT BETWEEN TELEPHONE COMPANY OF CENTRAL FLORIDA, INC. AND BELL SOUTH TELECOMMUNICATIONS, INC. DATED MAY 28, 1996

Pursuant to this Agreement (the "Amendment"), Telephone Company of Central Florida Inc. ("TCCF") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Resale Agreement between the Parties dated July 15, 1996 ("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, TCCF and BellSouth hereby covenant and agree as follows:

1. The discount rates pursuant by which TCCF is to purchase services from BellSouth for resale are being modified to reflect higher discount percentages as a result of Public Service Commission rulings and arbitration decisions. BellSouth shall make available telecommunications services for resale at the revised rates set forth in Exhibit A attached hereto and subject to the exclusions and limitations set forth in Exhibit B attached hereto. The applicable discount off of the retail rates and charges will be retroactive to June 10, 1997 in the state of Florida. The manual adjustment will be made to TCCF's Master Account for order activity retroactive to June 10, 1997 in the state of Florida.

2. The applicable discount off of the retail rates and charges will be effective, on a going forward basis, as agreements are approved in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

3. The Parties further agree to modify Section XI, Resolution of Disputes to state that the parties will petition the appropriate Public Service Commissions for resolution of disputes.

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

TELEPHONE COMPANY OF CENTRAL
FLORIDA, INC.

By: 

DATE: 11-4-97

BELLSOUTH TELECOMMUNICATIONS,
INC.

By: 

DATE: NOVEMBER 3, 1997

EXHIBIT "A"
APPLICABLE DISCOUNTS

The telecommunications services available for purchase by TCCF for the purposes of resale to TCCF end users shall be available at the following discount off of the retail rate.

	<u>DISCOUNT</u>	
<u>STATE</u>	<u>RESIDENCE</u>	<u>BUSINESS</u>
ALABAMA	17%	17%
FLORIDA	21.83%	16.81%
GEORGIA	20.3%	17.3%
KENTUCKY	16.79%	15.54%
LOUISIANA*	20.72%	20.72%
MISSISSIPPI	15.75%	15.75%
NORTH CAROLINA	21.5%	17.6%
SOUTH CAROLINA	14.8%	14.8%
TENNESSEE**	16%	16%

* Effective as of the Commission's Order in Louisiana Docket No. U-22020 dated November 12, 1996.

** The Wholesale Discount is set as a percentage off the tariffed rates. If OLEC provides its own operator services and directory services, the discount shall be 21.56%. These rates are effective as of the Tennessee Regulatory Authority's Order in Tennessee Docket No. 90-01331 dated January 17, 1997.

*ENK
11-4-97*

EXHIBIT B

Type of Service	AL		FL		GA		KY		LA	
	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	No	Yes	No	Note 5	Note
3 Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4 Promotions - < 90 Days	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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8 AdWatch SM (See Note 8)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 MemoryCall [®]	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
12 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	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	Note 6	Note 6	Yes	No	Yes	Yes
3 Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4 Promotions - < 90 Days	Yes	No	No	No	Yes	No	No	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7 N11 Services	No	No	No	No	Yes	Yes	Yes	Yes
8 AdWatch SM (See Note 8)	Yes	No	Yes	No	Yes	No	Yes	No
9 MemoryCall [®]	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

Additional Comments:

- 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 of these services. In Tennessee, Reseller shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. Reseller must further discount the wholesale Message Rate Service to LifeLine customers with a discount which is no less than the minimum discount that BellSouth now provides. Reseller is responsible for recovering the Subscriber Line Charge from the 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 Louisiana and Mississippi, all Contract Service Arrangements entered into by BellSouth or terminating after the effective date of Commission Order will be subject to resale without the wholesale discount. All CSAs which are in place as of the effective date of the Commission order will not be eligible for resale.
- 6 In North Carolina, Contract Service Arrangements entered into by BellSouth before April 15, 1997, shall be subject to resale at no discount, while BellSouth CSAs entered into after that date shall be subject to resale with the discount.
- 7 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
- 8 AdWatchSM is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service

AMENDMENT TO RESALE AGREEMENT BETWEEN
TELEPHONE COMPANY OF CENTRAL FLORIDA, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC. DATED MAY 28, 1996

Pursuant to this Agreement (the "Amendment"), Telephone Company of Central Florida Inc. ("TCCF") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Resale Agreement between the Parties dated May 28, 1996 ("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, TCCF and BellSouth hereby covenant and agree as follows:


1. The Parties agree to modify Section III, General Provisions, H., in the North Carolina Resale Agreement, to eliminate language relative to BellSouth's ability to deny the end user's previous telephone number from being made available to the Reseller until the end user's outstanding balance had been paid to BellSouth. This section is being modified to read:

H. The current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. If Reseller requests service for an end user that has been denied service or disconnected for non-payment by BellSouth, and the end user still has an outstanding balance with BellSouth, BellSouth will establish service for that end user through Reseller. Denied service means that the service of an end user provided by a local exchange telecommunications company, including BellSouth, has been temporarily suspended for nonpayment and subject to complete disconnection. Reseller is entitled to the same conditions contained in this paragraph.

2. The Parties further agree that the term of the existing Agreement is two years beginning May 28, 1996. This Amendment is in effect only for the remaining months of the existing Agreement.

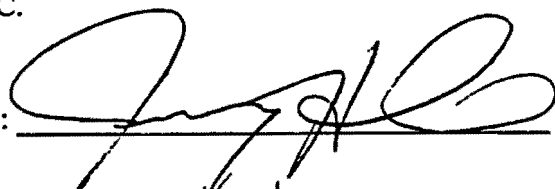
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Kip Ripper, President
TELEPHONE COMPANY OF CENTRAL
FLORIDA, INC.

By: 

DATE: 12-16-97

Jerry Hendrix, Director
BELLSOUTH TELECOMMUNICATIONS,
INC.

By: 

DATE: 12/17/97

ORIGINAL

**AMENDMENT TO RESALE AGREEMENT BETWEEN
TELEPHONE COMPANY OF CENTRAL FLORIDA, INC., AND
BELLSOUTH TELECOMMUNICATONS, INC. DATED MAY 28, 1996**

Pursuant to this Agreement (the "Agreement"), Telephone Company of Central Florida Inc. ("TCCF") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Resale Agreement between the Parties dated May 28, 1996 ("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, TCCF and BellSouth hereby covenant and agree as follows:

1. The Parties agree to modify Section III, General Provisions, H., in the North Carolina Resale Agreement, to read in its entirety as follows:

H. Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of the Company and are assigned to the service furnished. Reseller has no property rights to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.

TCCF does not, by agreeing to amend Section III, Paragraph H, of the Resale Agreement, waive any right it may have to seek reconsideration or otherwise challenge the decision of the North Carolina Utilities Commission to reject language for Section III, Paragraph H, previously submitted to the NCUC for inclusion in the Resale Agreement. In the event the NCUC, upon reconsideration, issues an order, or otherwise promulgates a rule, addressing the substance of Section III, Paragraph H, then upon such order or rule becoming final and nonappealable, the parties shall modify Section III, Paragraph H, to conform to such order or rule, and if so permitted the parties will adopt the provisions of Section III, Paragraph H, as set forth in the Amendment to Resale Agreement adopted by TCCF and BellSouth on May 28, 1996.

2. The Parties further agree that the term of the existing Agreement is two years beginning May 28, 1996. This Amendment is in effect only for the remaining months of the existing Agreement.

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

Kip Ripper, President
Telephone Company of Central Florida, Inc.
By: [Signature]
Date: 2-5-98

Jerry Hendrix, Director
BellSouth Telecommunications, Florida, Inc.
By: [Signature]
Date: 2/6/98

ORIGINAL

BELLSOUTH TELECOMMUNICATIONS, INC.

DOCKET NO. 990108-TP

**RESPONSES TO ACCESS ONE'S
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**

POD NO. 3

The following language is included in the General Provisions section of the agreements listed below*:

“The current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. The Company will not, however, make the end user's previous telephone number available to Reseller until the end user's outstanding balance has been paid. If Reseller requests service for an end user that has been denied service or disconnected for non-payment by BellSouth, and the end user still has an outstanding balance with the Company, the Company will establish service for that end user through Reseller. Denied service means that the service of an end user provided by a local exchange telecommunications company, including BellSouth, has been temporally suspended for nonpayment and subject to complete disconnection.”

Company Name	Section Containing Language	Effective Date	Expiration Date
American Communications Services, Inc. (e.spire)	III. H.	12/20/96	06/19/97
Annox, Inc.	III. H.	10/10/96	10/09/98
Cellular Holding, Inc.	III. I.	12/20/96	12/19/97
Georgia Comm South, Inc. and Florida Comm South, Inc.	III. H.	11/15/96	11/14/98
Intellical Operator Services, Inc. (Interlink Telecommunications)	III. H.	12/01/96	11/30/99
JETCOM, Inc.	III. H.	11/04/96	11/03/98
MediaOne, Inc.	III. H.	01/31/97	01/30/99
NOW Communications, Inc.	III. H.	01/01/97	12/31/98
Preferred Payphones, Inc. (LA)	III. H.	09/18/96	09/17/98
Southern Phon-Reconnek, Inc.	III. H.	12/20/96	12/19/98
Sterling International Funding, Inc. d/b/a Reconex	III. H.	02/01/97	01/31/99
Tele-Sys, Inc. d/b/a Access America	III. H.	11/06/96	11/05/98
Tie Communications, Inc. (FL, GA, LA, NC, SC, TN)	III. H.	10/15/96	10/14/98
U.S. Long Distance, Inc. (“USLD”)	III. H.	12/30/96	12/29/98

Please note that this provision does not contain the sentence in the TCCF agreement which reads:

“Reseller is entitled to the same conditions contained in this paragraph.”

The TCCF agreement is the only agreement that contains this language.

BELLSOUTH TELECOMMUNICATIONS, INC.

DOCKET NO. 990108-TP

**RESPONSES TO ACCESS ONE'S
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**

**POD NO. 4
(THERE ARE NO RESPONSIVE DOCUMENTS)**

DISCOVERY EXHIBIT
BS-2

Michael P. Goggin
General Attorney

BellSouth Telecommunications, Inc.
150 West Flagler Street
Suite 1910
Miami, Florida 33130
Phone: (305) 347-5561
Fax: (305) 577-4491

July 7, 1999

Via Hand Delivery

Sean M. Cleary, Esq.
Stroock Law Firm
200 South Biscayne Blvd.
33rd Floor
Miami, FL 33131-2385

RE: 990108-TP (Access One)

Dear Sean:

On July 2, 1999, BellSouth Telecommunications, Inc.'s served its Responses and Objections to Access One's Second Request for Production. In regard to Request for Production No. 5, I have enclosed tables which indicate what sorts of "Most Favored Nations" provisions BellSouth has included in the Interconnection Agreements with ALECs in Florida. It is my understanding that there are Interconnection Agreements which do not contain any "Most Favored Nations" provisions.

Please call me regarding the enclosures if you should have any questions.

Sincerely,



Michael P. Goggin
Dictated but not read

MPG/vf
Enclosures

The following language is included in the General Provisions section of the agreements listed below and is the same language reflected in Section XVI B of the 4/29/97 Resale agreement between BellSouth and The Other Phone Company (now doing business as Access One):

“In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier (an “Other Resale Agreement”) which provides the provision within the state(s) of _____ of any of the arrangements covered by this Agreement upon rates, terms, or conditions that differ in any material respect from the rates, terms, or conditions for such arrangements set forth in this Agreement (“Other Terms”), BellSouth shall be deemed thereby to have offered such other Resale Agreement to CLEC-1 in its entirety. In the event that CLEC-1 accepts such offer, such Other Terms shall be effective between BellSouth and CLEC-1 as of the date which CLEC-1 accepts such offer.”

Company Name	Location of Language	Effective Date	Expiration Date
1-800-RECONEX, Inc. (Sterling International Funding)	XVI B	05/16/1997	05/15/1999
360 Communications Company (F,S,N)	XV B	03/01/1997	02/28/1998
ACCESS Integrated Networks, Inc	XVI B	07/22/1997	07/21/1999
Alabama 1 - Franklin RSA Partnership (GTE Mobilnet of Huntsville) (A,F,K,N,S,T)	XVIII B	03/01/1997	02/28/1999
ALEC, Inc.	XXI B	06/15/1997	06/14/1999
Alliance Telecommunications, Inc.	XVI B	06/17/1997	06/16/1999
ALLTEL Mobile Communications, Inc. (A,F,G,N,S)	XVII B	03/20/1997	03/19/1998
Annox, Inc.	XVI B	06/11/1997	06/10/1999
AT&T Wireless Services of Florida, Inc. ("AWS") (FL, GA, LA, NC)	XIX B	03/01/1997	02/28/1998
Atlantic Telecommunications Systems, Inc. (FL)	XVI B	09/17/1997	09/16/1999
AXSYS, Inc.	XX B	06/16/1997	06/15/1999
BellSouth Cellular Corp. (A,F,G,K,L,M,T)	XVII BB	01/01/1997	12/31/1998
BTI Telecommunications, Inc.	XVI B	06/23/1997	06/22/1999
BudgeTel Systems, Inc. (FL)	XVI B	06/10/1997	06/09/1999

Chattanooga Cellular Telephone Company (AL,FL,KY,,NC,SC,TN)	XVIII B	03/01/1997	02/28/1999
Comcast Telephony Communications of Florida, Inc., Comcast MH Telephony Communications of Florida, Inc. (jointly, ALEC)	XVI B	09/24/1997	09/23/2000
Comm South Companies, Inc.	XVI B	07/03/1997	07/02/1999
Communication Options Southern Region, Inc. d/b/a COI	XVI B	06/01/1997	05/31/1999
COMUSA, Inc. (FL)	XVI B	05/15/1997	05/14/1999
Davco, Inc.	XVI B	08/20/1997	08/19/1999
DeltaCom, Inc.	XXII B	07/01/1997	06/30/1999
Diamond Telephone (AL,FL,GA,LA,MS,TN)	XVI B	06/27/1997	06/26/1999
East Florida Communications (FL)	XVI B	02/19/1997	02/18/1999
East Florida Communications (FL)	XVI B	06/09/1997	06/08/1999
EZ Phone, Inc.	XVI B	06/26/1997	06/25/1999
Fast Connections, Inc.	XVI B	08/11/1997	08/10/1999
Florida Communication South ("FL Comm. South")	XVI B	06/02/1997	06/01/1999
Florida RSA #1B (Naples) Limited Partnership (GTE Mobilnet of Tampa) (AL,FL,KY,NC,SC,TN)	XVIII B	03/01/1997	02/28/1999
Frontier Telemanagement, Inc.	XVI B	08/04/1997	08/03/1999
Gadsden CellTelCo Partnership (GTE Mobilnet of Gadsden) (AL,FL,KY,NC,SC,TN)	XVIII B	03/01/1997	02/28/1999
Georgia Communication South ("GA Comm. South")	XVI B	05/27/1997	05/26/1999
Globe National Telecommunications (FL)	XVI B	06/11/1997	06/10/1999
GTE Card Services Incorporated d/b/a GTE Long Distance (FL)	XVII N	09/01/1997	08/31/1998
GTE Mobilnet of Alabama Incorporated	XVIII B	03/01/1997	02/28/1999

GTE Mobilnet of Asheville Incorporated	XVIII B	03/01/1997	02/28/1999
GTE Mobilnet of Birmingham Incorporated	XVIII B	03/01/1997	02/28/1999
GTE Mobilnet of Clarksville Incorporated (AL,FL,KY,NC,SC)	XVIII B	03/01/1997	02/28/1999
GTE Mobilnet of Florence, Alabama Incorporated (AL,FL,KY,NC,SC,TN)	XVIII B	03/01/1997	02/28/1999
GTE Mobilnet of Florence, South Carolina Incorporated	XVIII B	03/01/1997	02/28/1999
GTE Mobilnet of Huntsville Incorporated	XVIII B	03/01/1997	02/28/1999
GTE Mobilnet of Indiana Incorporated	XVIII B	03/01/1997	02/28/1999
GTE Mobilnet of Jacksonville II Incorporated	XVIII B	03/01/1997	02/28/1999
GTE Mobilnet of Kentucky Incorporated	XVIII B	03/01/1997	02/28/1999
GTE Mobilnet of Nashville Incorporated	XVII B	03/01/1997	02/28/1999
GTE Mobilnet of North Carolina Incorporated	XVIII B	03/01/1997	02/28/1999
GTE Mobilnet of Raleigh Incorporated	XVIII B	03/01/1997	02/28/1999
GTE Mobilnet of South Carolina Incorporated	XVIII B	03/01/1997	02/28/1999
GTE Mobilnet of Tampa Incorporated	XVIII B	03/01/1997	02/28/1999
GTE Mobilnet of Tennessee Incorporated	XVIII B	03/01/1997	02/28/1999
GTE Mobilnet of the South Incorporated	XVIII B	03/01/1997	02/28/1999
GTE Mobilnet of Wilmington II Incorporated	XVIII B	03/01/1997	02/28/1999
ICG Telecom Group, Inc.	XIX B	01/31/1997	01/30/1999
Inter-World Communications	XVI B	05/19/1997	05/18/1999
Intermedia Communications, Inc. (ICI)	XVI B	08/19/1997	08/18/1999
INTERSTATE TELEPHONE GROUP	XXII B	04/15/1997	04/14/1999
Jerry Laquiere	XVI B	07/24/1997	07/23/1999

Kentucky RSA No. 1 Partnership (GTE Mobilnet of Richmond)	XVIII B	03/01/1997	02/28/1999
KNOLOGY Holdings, Inc. (CYBERNET GROUP)	XXII B	04/15/1997	04/14/1999
Knoxville Cellular Telephone Company (GTE Mobilnet of Knoxville)	XVIII B	03/01/1997	02/28/1999
LCI International Telecom Corp.	XX B	02/06/1997	08/05/1997
Local Line America, Inc. (FL)	XVI B	09/15/1997	09/14/1999
Memphis Cellular Telephone Company (GTE Mobilnet of Memphis)	XVIII B	01/30/1999	02/28/1999
National Tel	XVI B	04/30/1997	04/29/1999
Netel, Inc.	XVI B	07/11/1997	07/10/1999
Nextel Communications, Inc.	XVII B	07/01/1997	06/30/1999
NOW Communications, Inc.	XVI B	06/01/1997	05/31/1999
OmniCall, Inc.	XVI B	01/29/1998	08/31/1998
OmniCall, Inc.	XVI B	07/14/1997	07/13/1999
OnePoint Communications - Georgia, LLC (FL,GA,NC)	XVI B	07/21/1997	07/20/1999
Orlando Business Telephone System, Inc. (OBTS)(FL)	General Terms and Conditions Part A 10.2	07/10/1997	07/09/1999
Orlando Digital Telephone Corporation, Inc.("ODT")(FL)	General Terms and Conditions Part A 10.2	07/11/1997	07/10/1999
Palmer Wireless, Inc.	XVIII B	03/01/1997	02/28/1998
Powertel, Inc.	XIX B	04/01/1997	03/31/1999
Preferred Carrier Services, Inc. (PCS)	XVI B	05/07/1997	05/06/1999
Prime Time Long Distance Services, Inc.	XVI B	08/01/1997	07/31/1999
PrimeCo Personal Communications, L.P.	XVI B	04/01/1997	03/31/1998
RGW Communications, Inc.	XVI B	05/15/1997	05/14/1999
Robin Hood Telecommunications, Inc.	XVI B	07/22/1997	07/21/1999
Southern Phon-Reconnek, Inc.	XVI B	05/29/1997	05/28/1999
Sprint Spectrum L.P.	XVII B	04/01/1997	03/31/1998
Supra Telecommunications & Information Systems, Inc.	XVI B	06/01/1997	05/31/1999
Tel-Link of Florida, L.L.C. (AL,FL,GA,LA,MS,SC,TN)	XVI B	06/04/1997	06/03/1999

TEL-LINK, L.L.C. d/b/a TEL-LINK, L.L.C. or SECURETEL (AL,FL,GA,LA,MS,SC,TN)	XVIB	03/15/1997	03/14/1999
Tele-Sys, Inc. d/b/a Access America	XVI B	06/23/1997	06/22/1999
Teleconex, Inc.	XVI B	06/23/1997	06/22/1999
Time Warner Connect (FL,NC,TN)	XVII B	04/25/1997	04/24/1999
Tritel Communications, Inc. (A,F,G,K,M,T)	XV B	03/16/1999	03/15/2001
TTE, Inc.	XVI B	06/16/1997	06/15/1999
Tuscaloosa Cellular Partnership (GTE Mobilnet of Alabama)	XVIII B	03/01/1997	02/28/1999
U.S. Dial Tone, Inc.	XVI B	08/01/1997	07/31/1999
Unique Communications, Inc. (FL)	XVI B	04/29/1997	04/28/1999
United States Cellular Corporation	XVII B	04/01/1997	03/31/1999
UniversalCom, Inc. (Data & Electronic Services, Inc. (D.E.S.))	XVI B	06/24/1997	06/23/1999
US Telco, Inc. (FL,GA)	XVI B	06/18/1997	06/17/1999
Vanguard Cellular Financial Corp.	XIX B	02/11/1997	02/10/1998
World Access Communications Corp. (FL)	XVI B	04/01/1997	03/31/1999
Wright Businesses Inc.	XVI B	06/16/1997	06/15/1999

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The following language is included in the General Terms and Conditions section of the agreements listed below:

“BellSouth shall make available to CLEC-1 any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252; provided however the parties shall adopt such other agreement in its entirety. The adopted agreement shall apply to the same states as such other agreement and for the identical term.”

Company Name	Location of Language	Effective Date	Expiration Date
ACCESS Integrated Networks, Inc.	General Terms and Conditions, Part A, 15.1	01/20/1999	01/19/2001
ACI Corp.	General Terms and Conditions, Part A, 16.1	01/08/1999	01/07/2000
ADVANCE PHONE SYSTEMS, INC.	General Terms and Conditions, Part A, 16.1	04/01/1998	03/31/2000
Advent Consulting and Technology, Ind., ("Advent")	General Terms and Conditions, Part A, 16.1	01/15/2000	01/16/1998
Al-Call, Inc.	General Terms and Conditions, Part A, 16.1	02/02/1999	02/01/2001
All-Pro Communication Inc.	General Terms and Conditions, Part A, 15.1	10/08/1998	10/07/2000
American MetroComm Corporation (AMC)	General Terms and Conditions, Part A, 17.1	11/16/1998	11/15/2000
Arrow Communications, Inc. (FL, GA)	General Terms and Conditions, Part A, 15.1	01/01/1999	12/31/2000
AXSYS, Inc.	General Terms and Conditions, Part A, 16.1	07/24/1998	07/23/2001
Chapel Services, Inc. (CSI)	General Terms and Conditions, Part A, 15.1	02/12/1999	02/11/2001
COLUMBIA TELECOMMUNICATIONS, INC. (Hart)	General Terms and Conditions, Part A, 16.1	07/22/1998	07/21/2000
Community Telephone Corporation (Wright Business)	General Terms and Conditions, Part A, 16.1	11/14/1997	11/13/1999
COMPASS Telecommunications, Inc.	General Terms and Conditions, Part A, 15.1	12/07/1998	12/06/2000
Computer Business Sciences, Inc., ("Computer Business Sciences	General Terms and Conditions, Part A, 16.1	04/13/1998	04/12/2000
Comtel, Inc. (FL)(SC)	General Terms and Conditions, Part A, 15.1	03/02/1999	03/01/2001
CRG International, Inc. D/B/A Network One, Inc.	XI.	11/13/1997	11/12/1999
Dakota Services, Limited	General Terms and Conditions, Part A, 16.1	04/08/1998	04/07/2000
Daytona Telephone Company	General Terms and Conditions, Part A, 15.1	01/17/2001	01/18/1999

Diamond Telephone Services, Inc.	General Terms and Conditions, Part A, 16.1	07/16/1998	07/15/2000
DIECA Communciations, Inc. d/b/a Covad Communications	General Terms and Conditions, Part A, 15.1	12/01/1998	11/30/2000
Eastland of Orlando Telephone Corp. ("Eastland of Orlando")	General Terms and Conditions, Part A, 16.1	03/18/1998	03/17/2000
Frontier Local Services, Inc. (FL,GA)	General Terms and Conditions, Part A, 16.1	12/16/1997	12/15/1999
Gainesville Regional Utilities, d/b/a GRU Communication Service/FRUCom/GRU (FL)	General Terms and Conditions, Part A, 16.1	03/20/1998	03/19/2000
IDS Long Distance, Inc.	General Terms and Conditions, Part A, 15.1	01/27/1999	01/26/2000
International Telecom LTD (ITL)(FL)	General Terms and Conditions, Part A, 15.1	11/30/1998	11/29/2000
Kexa, d/b/a Capital Explorations Communication (FL)	General Terms and Conditions, Part A, 15.1	11/20/1998	11/19/2000
Mebtel Integrated Communications Solutions, LLC, d/b/a Integration Communication Solutions (ICS)	General Terms and Conditions, Part A, 15.1	12/18/1998	12/17/2000
MGC Communications, Inc. (FL,GA)	General Terms and Conditions, Part A, 15.1	05/26/1998	05/25/2000
MoneyPlace, LLC.	General Terms and Conditions, Part A, 15.1	02/25/1999	02/24/2001
NationNET Communications Corporation	General Terms and Conditions, Part A, 15.1	03/31/1999	03/30/2001
NATIONSLINK COMMUNICATIONS	General Terms and Conditions, Part A, 15.1	01/29/1999	01/28/2001
Navigator Telecommunications, LLC.	General Terms and Conditions, Part A, 16.1	06/12/1998	06/11/2000
Network Telephone Corporation	General Terms and Conditions, Part A, 16.1	05/06/1998	05/05/2000
New Millennium Communications Corp.	General Terms and Conditions, Part A, 16.1	04/22/1998	04/21/2000
NEXTLINK Florida, Inc.	General Terms and Conditions, Part A, 15.1	06/23/1998	06/22/2001
North American Telecommunications Corporation ("NATC")	General Terms and Conditions, Part A, 16.1	07/29/1998	07/28/2000
NorthPoint Communications, Inc. (FL,GA,NC)	General Terms and Conditions, Part A, 16.1	06/09/1998	06/08/2000
Palm Beach Telephone Company	General Terms and Conditions, Part A, 16.1	09/02/1998	09/01/2000
Philacom, Inc. (FL)	General Terms and Conditions, Part A, 16.1	10/24/1997	10/23/1999
Rebound Enterprises Inc. d/b/a REI Communications	General Terms and Conditions, Part A, 15.1	03/15/1999	03/14/2001
Strategic Technologies, Inc. (FL)	General Terms and Conditions, Part A, 15.1	01/25/1999	01/24/2001
Supra Telecommunications and Information Systems, Inc.	General Terms and Conditions, Part A, 16.1	10/23/1997	10/22/1999
Talk America	General Terms and Conditions, Part A, 15.1	02/12/1999	02/11/2001

The Other Phone Company, Inc. d/b/a Access One Communications, Inc.	General Terms and Conditions, Part A, 15.1	01/20/1999	07/19/1999
Touchtone Communications, Inc.	General Terms and Conditions, Part A, 15.1	10/13/1998	10/12/2000
TRICOMM, INC.	General Terms and Conditions, Part A, 16.1	03/18/1998	03/17/2000
Tristar Communications (Satcom Systems)	General Terms and Conditions, Part A, 16.1	04/01/1998	03/31/2001
Universal Telecom Inc.	General Terms and Conditions, Part A, 15.1	02/25/1999	02/24/2001
Utilicore Corporation	General Terms and Conditions, Part A, 16.1	02/09/1998	02/08/2000
Voice Magic Telecommunications, Inc. (VMT)	General Terms and Conditions, Part A, 16.1	02/26/1999	02/25/2001

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The following language is included in the General Terms and Conditions section of the agreements listed below:

“BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to CLEC-1 any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

Company Name	Location of Language	Effective Date	Expiration Date
Affinity Network, Inc.	Part A 15.1	05/14/1999	05/13/2001
Budget Phone, Inc.	Part A 15.1	04/01/1999	03/31/2001
Convergence, Inc.	Part A 15.1	06/03/1999	06/02/2001
East Florida Communications (FL)	Part A 15.1	06/01/1999	05/31/2001
Electric Power Board of Chattanooga	Part A 15.1	05/04/1999	05/03/2001
Frontier Local Services, Inc.	Part A 15.1	03/16/1999	03/15/2001
Globe National Telecommunications (FL)	Part A 15.1	06/10/1999	06/09/2001
GS Communications, Inc.	Part A 15.1	05/18/1999	05/17/2001
GULFPINES Communications, LLC	Part A 15.1	03/29/1999	03/28/2001
Home Phone Service, Inc	Part A 15.1	04/01/1999	03/31/2001
HTR&L Enterprises, Inc. d/b/a Classic Telephone Company, Inc.	Part A 15.1	05/11/1999	05/10/2001
I-Net Communications, Inc.	Part A 15.1	05/18/1999	05/17/2001
Interlink Network Resources, Inc.	Part A 15.1	05/21/1999	05/20/2001
Janice Fendley	Part A 15.1	05/18/1999	05/17/2001

Jilapuhn, Inc., d/b/a Tel-America Communications	Part A 15.1	04/13/1999	04/12/2001
KING TEL, Inc.	Part A 15.1	05/03/1999	05/02/2001
LogicSouth, Inc.	Part A 15.1	05/17/1999	05/16/2001
Metromedia Fiber Network Services, Inc.	Part A 15.1	05/12/1999	05/11/2001
New Age Phone Service	Part A 15.1	04/19/1999	04/18/2001
North American Telephone Network, LLC	Part A 15.1	03/31/1999	03/30/2001
PRO TELECOM, INC	Part A 15.1	03/25/1999	03/24/2001
REED COMMUNICATIONS, Inc.	Part A 15.1	04/19/1999	04/18/2001
RGW Communications, Inc.	Part A 15.1	06/18/1999	06/17/2001
Southeastern Regional Telephone Company, (SRTC)(FL)	Part A 16.1	06/30/1999	06/29/2001
SPARDI, INC.	Part A 15.1	04/30/1999	04/29/2001
Sun-Tel USA, Inc.	Part A 15.1	04/12/1999	04/11/2001
TALK TOO Communications, Inc.	Part A 15.1	05/27/1999	05/26/2001
Telepak, Inc.	Part A 15.1	03/04/1999	03/03/2001
TELEPHONE ONE, Inc.	Part A 15.1	05/05/1999	05/04/2001
UNICOM Communications, LLC	Part A 15.1	04/28/1999	04/27/2001
UniversalCom, Inc. (A,F,L,M)	Part A 15.1	05/25/1999	05/24/2001
VirTel	Part A 15.1	06/01/1999	05/31/2001