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150 South Monroe Street
Tallahassee, Florida 32301-1556

Marshall M. Criser III
Regulatory Vice President

July 17, 2000

ORIGINAL

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

000870-TP

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

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and CAT Communication International, Inc. are submitting to the Florida Public Service Commission their amendment to their negotiated agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by CAT Communication International, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-99-2466-FOF-TP issued December 16, 1999 in Docket 991556-TP.

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

Very truly yours,

Marshall M. Criser III

Regulatory Vice President

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FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between CAT Communications International (CCI), Inc. and BellSouth Telecommunications, Inc., dated 06/22/2000, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	1
TOTAL	1

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FPSC-RECORDS/REPORTING

06/22/00

PLEASE FORWARD TO BELLSOUTH

This amendment is intended to be inserted into the interconnection agreement in the section concerning directory listings:

Release of Subscriber List Information to Independent Publishers

Notwithstanding any provision(s) to the contrary, CAT COMMUNICATIONS INTERNATIONAL, INC. agrees to provide BellSouth, and BellSouth agrees to accept, CAT COMMUNICATIONS INTERNATIONAL, INC.'s Subscriber List Information (SLI) relating to CAT COMMUNICATIONS INTERNATIONAL, INC.'s customers in the geographic area(s) covered by this Interconnection Agreement. CAT COMMUNICATIONS INTERNATIONAL, INC. authorizes BellSouth to release all such CAT COMMUNICATIONS INTERNATIONAL, INC. SLI provided to BellSouth by CAT COMMUNICATIONS INTERNATIONAL, INC. to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CAT COMMUNICATIONS INTERNATIONAL, INC. SLI shall be intermingled with BellSouth's own customer listings and shall not be differentiated from the BellSouth listings or from the listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved the modification to such tariffs.

No compensation shall be paid to CAT COMMUNICATIONS INTERNATIONAL, INC. for BellSouth's receipt of CAT COMMUNICATIONS INTERNATIONAL, INC. SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incur costs on an ongoing basis to administer the release of CAT COMMUNICATIONS INTERNATIONAL, INC. SLI, CAT COMMUNICATIONS INTERNATIONAL, INC. shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. BellSouth shall not be liable for the content or accuracy of any SLI provided by CAT COMMUNICATIONS INTERNATIONAL, INC. under this Agreement. CAT COMMUNICATIONS INTERNATIONAL, INC. shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate CAT COMMUNICATIONS INTERNATIONAL, INC. listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to CAT COMMUNICATIONS INTERNATIONAL, INC. any complaints received by BellSouth relating to the accuracy or quality of CAT COMMUNICATIONS INTERNATIONAL, INC. listings. The Parties shall negotiate the date for initial release of CAT COMMUNICATIONS INTERNATIONAL, INC. listings and subsequent updates. The CAT COMMUNICATIONS INTERNATIONAL, INC. listings and subsequent updates will be released consistent with BellSouth's required system changes and/or scheduling requirements.


Signature of Authorized Representative

Barbara N. MASON
Typed of Printed Name

Executive Vice President
Title

ACCEPTED


BellSouth Telecommunications, Inc.

DOCUMENT NUMBER-DATE

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