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 **BELLSOUTH**

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BellSouth Telecommunications, Inc  
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Marshall M. Criser III  
Regulatory Vice President

RECORDS AND  
REPORTING

May 10, 1999

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

990600-TP

Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Lightning Communications, 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 Lightning Communications, 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 Lightning Communications, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-98-1408-FOF-TP issued October 22, 1998 in Docket 980924-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 Lightning Communications, 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

(24)

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

**Amendment to Resale Agreement  
by and between BellSouth Telecommunications, Inc.  
and Lightning Communications, Inc.  
Dated July 14, 1998**

This Agreement refers to the Resale Agreement ("the Agreement") entered into by Lightning Communications, Inc. ("Lightning") and BellSouth Telecommunications, Inc. ("BellSouth") on July 14, 1998. This Amendment ("Amendment") is made by and between Lightning and BellSouth and shall be deemed effective on the date executed by Lightning and BellSouth.

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, Lightning and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. BellSouth and Lightning are entering into this Agreement for the purpose of deleting the table of Operational Support System (OSS) Rates contained in Exhibit A of their existing Agreement in its entirety and replacing it with the new OSS rates as follows:

<b>OPERATIONAL SUPPORT SYSTEMS (OSS) RATES</b>	<b>Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces</b>	<b>Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces</b>
<b>OSS Order Charge</b>	<b>\$3.50</b>	<b>\$19.99</b>

In addition to the OSS Charges, applicable discounted service order and related charges apply per the tariff.

2. The Parties agree that Lightning will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

3. The Parties agree that the threshold plan described in Paragraph 2 above may be superceded by an LSR specific process that would apply the mechanized LSR rate to only those manual LSRs, which cannot be submitted over a mechanized system.

4. The Parties agree that all other provisions of the Agreement, dated July 14, 1998, shall remain in full force and effect.

5. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

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

**Lightning Communications, Inc.**

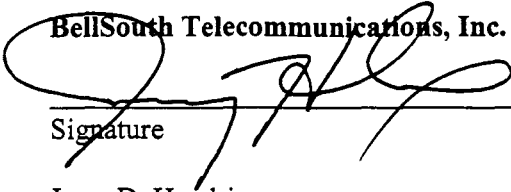
  
Signature

Keith Foret  
Name

President  
Title

3-26-99  
Date

**BellSouth Telecommunications, Inc.**

  
Signature

Jerry D. Hendrix  
Name

Director - Interconnection Services  
Title

4/13/99  
Date