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BellSouth Telecommunications, Inc. 850 224-7798
Suite 400 Fax 850 224-5073
150 South Monroe Street
Tallahassee, Florida 32301-1556

A. M. Lombardo
Regulatory Vice President

RECORDS AND
REPORTING

July 8, 1998

980835-TP

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

Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and LCI International Telecom Corp. 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 LCI International Telecom Corp. 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 LCI International Telecom Corp. The Commission approved the initial agreement between the companies in Order No. PSC-97-0776-FOF-TP issued July 1, 1997.

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 LCI International Telecom Corp. 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,
A. M. Lombardo
Regulatory Vice President
(28)

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[Signature]
FPSC-BUREAU OF RECORDS

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ORIGINAL

AMENDMENT IV
TO
THE RESALE AGREEMENT BETWEEN
LCI INTERNATIONAL TELECOM CORP. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 6, 1997

Pursuant to this Agreement (the "Amendment"), LCI International Telecom Corp. ("LCI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Resale Agreement between the Parties dated February 6, 1997 ("Resale Agreement").

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

1. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the Alabama wholesale discounts of 10% for residence customers and 10% for business customers.
2. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the Florida wholesale discounts of 18% for residence customers and 12% for business customers.
3. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the Kentucky wholesale discounts of 10% for residence customers and 8% for business customers.
4. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the Louisiana wholesale discounts of 11% for residence customers and 10% for business customers.
5. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the Mississippi wholesale discounts of 9% for residence customers and 8% for business customers.
6. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the North Carolina wholesale discounts of 12% for residence customers and 9% for business customers.
7. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the South Carolina wholesale discounts of 10% for residence customers and 9% for business customers.
8. The Parties agree that the wholesale discounts, and terms relating to those discounts, set forth in Exhibit A (Amended), which is incorporated herein by references, shall apply to resale arrangements in Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina between the Parties.
9. The Parties agree that all of the other provisions of the Resale Agreement shall remain in full force and effect.
10. The Parties acknowledge that the terms of this Amendment were established as

EXHIBIT A
(AMENDED)

STATE	WHOLESALE DISCOUNTS RESIDENCE	BUSINESS
Alabama	16.30%	16.30%
Florida	21.83%	16.81%
Kentucky	16.79%	15.54%
Louisiana	20.72%	20.72%
Mississippi	15.75%	15.75%
North Carolina	21.50%	17.60%
South Carolina	14.80%	14.80%

result of orders of the respective State's Commissions in the Arbitrations. The Parties agree that execution of this Amendment and its submission to the State's Commissions is made without prejudice to the rights of BellSouth to challenge any decision of the State's Commission in the Arbitrations, and to the extent LCI has any such rights, execution of this Amendment and its submission to the State's Commissions is made without prejudice to the rights of LCI to challenge any decision of the State's Commission in the Arbitrations.

11. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the State's Commissions 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.

LCI INTERNATIONAL TELECOM CORP

BY: 
Signature

NAME: Anne K. Bingaman
Printed Name

TITLE: President, Local Telecom
Division

DATE: May 7, 1998

BELLSOUTH
TELECOMMUNICATIONS, INC

BY: 
Signature

NAME: Jerry D. Hendrix
Printed Name

TITLE: Director

DATE: 5/7/98

Memorandum

DATE: May 14, 1998

TO: Diane Brasfield-Johnson
Susan Lewis

FROM: Jim Maziarz - Interconnection Services/Pricing

RE: Resale Amendment Between BellSouth Telecommunications, Inc. and LCI
International Telecom Corporation

A Resale Amendment has been executed between BellSouth Telecommunications, Inc. and LCI International Telecom Corporation . The Amendment is for the states of Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina and is effective as of May 7, 1998. It updates the resale discount rates in their current Resale Agreement. A copy of the Amendment will be forwarded to you within a few days by the Contract Management group.

Should you have questions concerning the attached Agreement, please call me on (404) 927-7596.

Attachments

Copy to:	Eric Small	Marc Cathey	Darrell Grimmett
	Joe Baker	Fred Monacelli	Bill French
	Jan Funderburg	Jerry Hendrix	Rocky Sullivan
	Bill Bolt	Brian Culpepper	Ken Hamilton
	Jim Schenk	Tim Watts	Treva Garner (Memo and original agreement)

By this memo, BellSouth Interconnection Services is assuming that the assigned Account Manager will contact and work through implementation issues with the ALEC.

LCI International
Worldwide Telecommunications

TO: Jim Maziarz
FROM: Tiki Gaugler JG
DATE: May 7, 1998
RE: Amendment to Resale Agreement

Enclosed are two copies of the amendment to our resale agreement. Please return one original copy to me after they have been signed. Thanks.