

ORIGINAL

BELLSOUTH

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

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RECORDS AND REPORTING

July 13, 1998

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

980881-TP

Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and EZ Connect, 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 EZ Connect, 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 EZ Connect, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-98-0871-FOF-TP issued July 1, 1998.

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 EZ Connect, 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,

A. M. Lombardo
Regulatory Vice President
(2)

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[Signature]
FPSC BUREAU OF RECORDS

DOCUMENT NO. DATE
07372 JUL 13 1998
FPSC BUREAU OF RECORDS

AMENDMENT
TO
THE RESALE AGREEMENT BETWEEN
EZ CONNECT, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 20, 1998

Pursuant to this Agreement (the "Amendment"), EZ Connect, Inc. ("Reseller") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Resale Agreement between the Parties dated February 20, 1998 ("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 hereby covenant and agree as follows:

1. The Parties agree that the Operational Support Systems (OSS) Rates Table in Exhibit A of the Resale Agreement shall be deleted and replaced by the Operational Support Systems (OSS) Rates Table referenced in Exhibit A of Attachment 1 of this Amendment.
2. All of the other provisions of the Resale Agreement shall remain unchanged and in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies 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.

EZ Connect, Inc.

By: Max Jones
Signature

Name: MAX J. JONES
Printed Name

Title: President

Date: 5-17-98

BellSouth Telecommunications, Inc.

By: Jerry Hendry
Signature

Name: Jerry D. Hendry
Printed Name

Title: Director

Date: 6/1/98

Attachment 1

**EXHIBIT A
(Amended)**

| <u>OPERATIONAL SUPPORT SYSTEMS (OSS) RATES</u> | | | | |
|---|--|---|--|---|
| | Interactive Ordering and Trouble Maintenance System | | OSS Order Charge (per end user account) | |
| | Non-Recurring Establishment Charge | Recurring Charge, per month | Charge per electronic 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 \$110.00 per next 1000 electronic orders | Note ² | \$22.00 |
| KENTUCKY | \$100.00 | \$50.00 | \$10.80 | \$22.00 |
| LOUISIANA | \$100.00 | \$50.00 | \$9.16 | \$18.14 |
| 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-U 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.