

NOV 17 1998

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

November 17, 1998

981626-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 Transamerican Telephone, 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 Transamerican Telephone, 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 Transamerican Telephone, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-98-0196-FOF-TP issued February 2, 1998 in Docket 971419-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 Transamerican Telephone, 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,


Regulatory Vice President
(2)

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REGULATORY REPORTING

AMENDMENT
TO
THE RESALE AGREEMENT BETWEEN
TRANSAMERICAN TELEPHONE, INC AND
BELLSOUTH TELECOMMUNICATIONS, INC
DATED OCOTBER 17, 1997

Pursuant to this Agreement (the "Amendment"), TransAmerican Telephone, Inc ("TransAmerican") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Resale Agreement between the Parties dated October 17, 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 hereby covenant and agree as follows:

1 Section III. S of the Resale Agreement is hereby deleted in its entirety and replaced with a new Section III. S as follows:

S 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 CLECs who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this agreement.

2 Exhibit A of the Resale Agreement shall be amended to include the Operational Support Systems (OSS) Rate Table attached hereto as Attachment 1 of this Amendment.

3 All of the other provisions of the Resale Agreement shall remain unchanged and in full force and effect.

4 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

**TransAmerican Telephone,
Inc.**

By [Signature]
Signature

Name: Kyle Dickson
Printed Name

Title: Albany

Date: 10/16/98

BellSouth Telecommunications, Inc.

By [Signature]
Signature

Name: Jerry Heston
Printed Name

Title: Director

Date: 10/13/98

Attachment 1

EXHIBIT A
(Amended)

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge	
	Non-Recurring Establishment Charge	Monthly Recurring Charge	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
ALABAMA	\$100.00	\$50.00	\$10.80	\$22.00
FLORIDA	\$100.00	\$50.00	\$10.80	\$22.00
GEORGIA	\$200.00	Per 1,000 electronic LSRs received from the CLEC ¹ First 1,000 - \$550.00 Add'l 1,000 - \$110.00	Note ²	\$22.00
KENTUCKY	\$100.00	\$50.00	\$10.89	\$22.00
LOUISIANA	\$100.00	\$50.00	\$9.16	\$22.00
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

Rates for Operational Support Systems stated above are interim and are subject to modification based upon receipt of a final, non-appealable order by each state's Public Service Commission

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

¹ The Charge per 1,000 LSRs applies on a per CLEC basis

² The Georgia Public Service Commission ("PSC") order 1 in Docket 7061 that there would be no OSS charge within the Charge for Electronic Order column. Instead the Georgia PSC ordered monthly recurring charges based on the number of LSRs received from the CLEC