

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

Marshall M. Criser, III  
Regulatory Vice President

December 29, 1998

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

981997-TP

Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Direct-Tel USA, LLC 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 Direct-Tel USA, LLC 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 Direct-Tel USA, LLC. The Commission approved the initial agreement between the companies in Order No. PSC-98-0880-FOF-TP issued July 6, 1998 in Docket 980389-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 Direct-Tel USA, LLC 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*

Regulatory Vice President

(24)  
RECEIVED & FILED  
*[Signature]*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

14647 DEC 29 88

FPSC-RECORDS/REPORTING

**AMENDMENT  
TO THE  
RESALE AGREEMENT BETWEEN  
DIRECT-TEL, INC. AND  
BELL SOUTH TELECOMMUNICATIONS, INC.  
DATED NOVEMBER 7, 1997**

Pursuant to this Agreement, (the "Amendment") Direct-Tel, Inc. ("Direct-Tel") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Resale Agreement between the Parties dated November 7, 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. Direct-Tel, Inc. has changed the name of said business to Direct-Tel USA, LLC. The Resale Agreement is hereby amended to reflect the name change.
2. Attachment 1 of this Amendment, Statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, as signed by authorized party of Direct-Tel USA, LLC, is hereby an attachment to the Resale Agreement.
3. Attachment 2 of this Amendment, Authorization for Transfer and Release Notice, as signed by authorized party of Direct-Tel, Inc., is hereby an attachment to the Resale Agreement.
4. All of the other provisions of the Resale Agreement, dated November 7, 1997 shall remain in full force and effect.
5. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission 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.

**Direct-Tel USA, LLC**

By: Ronald Kaplan

Name: RONALD KAPLAN

Title: PRESIDENT

Date: 12/9/98

**BellSouth Telecommunications, Inc.**

By: Jerry D. Hendrix

Name: Jerry D. Hendrix

Title: Director

Date: 12/15/98

**STATEMENT OF ASSUMPTION OF SERVICES AND  
ALL OUTSTANDING INDEBTEDNESS AND FUTURE CHARGES**

For and in consideration of the mutual promises contained herein, BellSouth Telecommunications, Inc. ("BellSouth") and Direct-Tel USA, LLC agree as follows:

1. BellSouth agrees, pursuant to the terms of this Agreement to furnish telecommunications services to Direct-Tel USA, LLC. Service includes any service offered by BellSouth Telecommunications under its intrastate tariffs or the Interconnection Agreement executed between BellSouth and Direct-Tel, Inc..
2. Direct-Tel USA, LLC hereby agrees that any transfer of service through the sale, merger, consolidation, acquisition, or any other corporate buy-sell agreement shall be in accordance with the requirements of this Agreement and applicable tariffs or other agreement(s) in effect at the time of the sale, merger, consolidation, acquisition or buy-sell arrangement.
3. Direct-Tel USA, LLC hereby
  - assumes all obligations for services provided to Direct-Tel, Inc. and agrees to pay BellSouth, upon demand, account security, applicable service ordering charges, future, current, past due and presently outstanding bills which are attributed to Direct-Tel, Inc. for such services pursuant to the applicable tariff or interconnection agreement.
  - does NOT assume all obligations for services offered to Direct-Tel, Inc. and thereby agrees to pay BellSouth, upon demand, account security, applicable service ordering charges and future bills.
4. Direct-Tel USA, LLC specifically agrees to pay all bills and charges for billing account numbers on Attachment(s) that were incurred during the time period the account was in the name of Direct-Tel, Inc. as well as any and all charges incurred during the time period that Direct-Tel USA, LLC is a customer.
5. Direct-Tel USA, LLC specifically agrees to assume the unexpired portion of the minimum period and the termination liability applicable to such services.
6. Direct-Tel USA, LLC agrees that the requirements of this Agreement apply where Direct-Tel, Inc. requests a final bill on its account and establishes a new account or requests a modification or change of the existing services of Direct-Tel, Inc..
7. Direct-Tel USA, LLC understands that BellSouth requires 60 days notification prior to the effective date of such assumption of service in order to comply with such request.
8. BellSouth will provide written acknowledgment of such notification 15 days from the receipt of such notification.
9. The undersigned is a duly authorized representative of Direct-Tel USA, LLC and by the authority granted to the undersigned by Direct-Tel, Inc. is authorized to bind it to the terms and conditions contained herein.
10. Signed this 9<sup>th</sup> day of December 1998.

Direct-Tel USA, LLC Billing Name & Address:

DIRECT-TEL USA, LLC  
1701 W. HILLSBORO BLVD. STE 205  
DADEFIELD BEACH, FL. 33442

By: Ronald Kaplan  
 (Signature)

**AUTHORIZATION FOR TRANSFER AND RELEASE NOTICE**

For and in consideration of the mutual promises contained herein, BellSouth Telecommunications, Inc. ("BellSouth") and Direct-Tel, Inc. agree as follows:

1. Direct-Tel, Inc. agrees to transfer services in the name of Direct-Tel USA, LLC specifically including attached billing account number(s) and thereby relinquish all claims to this account, together with all rights, privileges, refund rights and credits which may accrue and have not yet been actually provided to Direct-Tel, Inc..
2. Payment of any refund or extension of any credit or other rights required by law in connection with the above must be made by BellSouth Telecommunications in the manner and to the person required by the applicable tariff or regulatory authority, notwithstanding anything to the contrary in this document.
3. Notwithstanding any agreement between Direct-Tel, Inc. and Direct-Tel USA, LLC, to the contrary, Direct-Tel, Inc. recognizes that under applicable tariffs agreements, BellSouth Telecommunications is authorized to demand from Direct-Tel, Inc., current, past due and presently outstanding bills which are attributed to Direct-Tel, Inc..
4. Notwithstanding any agreement between Direct-Tel, Inc. and Direct-Tel USA, LLC, to the contrary, Direct-Tel, Inc. recognizes that under applicable tariffs and agreements, the transfer of service(s) does not relieve or discharge Direct-Tel, Inc. from remaining jointly or severally liable with Direct-Tel USA, LLC for any obligations existing at the time of transfer.
5. Signed this 9<sup>th</sup> day of December 19 98.

Direct-Tel, Inc. Billing Name & Address:

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By: Ronald Kaplan  
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(Signature)