

MEMORANDUM

February 16, 1999

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (HARGRETT) *slh*

RE: DOCKET NO. 981803-TP - In re: Petition by GTE Florida Incorporated for approval of interconnection, resale, and unbundling agreement with Topp Comm, Inc.

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Attached is **A FACSIMILE DATED 2/16/99 FROM GTE WITH ATTACHED REPLACEMENT PAGES I-17 AND I-18 FOR THE AGREEMENT** to be filed ~~on the correspondence side~~ in the above-referenced docket. (Number of pages - 3)

/slh  
Attachment  
cc: Division of Communications

ACK \_\_\_\_\_  
AFA \_\_\_\_\_  
APP \_\_\_\_\_  
CAF \_\_\_\_\_  
CMU \_\_\_\_\_  
CTR \_\_\_\_\_  
EAG \_\_\_\_\_  
LEG \_\_\_\_\_  
LIN \_\_\_\_\_  
OPC \_\_\_\_\_  
RCH \_\_\_\_\_  
SEC \_\_\_\_\_  
WAS \_\_\_\_\_  
OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE  
**02023 FEB 16 99**  
FPSC-RECORDS/REPORTING



## GTE SERVICE CORPORATION

One Tampa City Center  
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Tampa, Florida 33601  
813-483-2606  
813-204-8870 (Facsimile)

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East Area

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Assistant General Counsel

Florida Region Counsel\*\*  
Kimberly Caswell  
M. Eric Edgington  
Ernesto Mayor, Jr.  
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\*\* Licensed in Florida

## FACSIMILE COVER SHEET

February 16, 1999

TO: June - FPSC (850-413-6559)

FROM: Terry Scobie

No. of Pages including cover sheet - 3

Sender's Direct Telephone Number - 813-483-2610

MESSAGE: Per our telephone conversation, attached are missing pages I-17 and I-18 to the GTE Florida/ToppComm interconnection, resale and unbundling agreement filed with the Commission on December 1, 1998 in Docket No. 981803-TP.

The information contained in this facsimile message is confidential client information subject to the attorney-client and work product privileges and is intended only for the use of the individual or entity named herein. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby advised that any disclosure, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by telephone and return the communication to us by U.S. Mail at the address above.

Thank you.

A part of GTE Corporation

34. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.

35. Headings.

All headings contained in this Agreement are for convenience only and are not intended to affect the meaning or interpretation of any part of this Agreement.

36. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

For GTE \_\_\_\_\_ INCORPORATED :

For LICENSEE:

(Signature of Authorized Agent)  
(Printed Name of Authorized Agent)  
(Title)  
(Date)

(Signature of Officer)  
(Printed Name of Officer)  
(Title)  
(Date)

ATTEST:

Corporate Seal (if Applicable) 

**EXHIBIT 1  
CONDUIT OCCUPANCY REQUEST  
(FOR FUTURE USE)**

