

RECEIVED-FPSC

**BELLSOUTH**

BellSouth Telecommunications, Inc.  
Suite 400  
150 South Monroe Street  
Tallahassee, Florida 32301-1556

850 224-7788  
Fax 850 224-8073

MAR 1 PM 4:26

Marshall M. Criser, III  
Regulatory Vice President

RECORDS AND  
REPORTING

March 1, 1999

990231-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 Credit Loan, Inc. d/b/a Lone Star Telephone 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 Credit Loan, Inc. d/b/a Lone Star Telephone 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 Credit Loan, Inc. d/b/a Lone Star Telephone. The Commission approved the initial agreement between the companies in Order No. PSC-98-1448-FOF-TP issued October 26, 1998 in Docket 980988-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 Credit Loan, Inc. d/b/a Lone Star Telephone 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 III*

Regulatory Vice President

RECEIVED & FILED  
*[Signature]*  
FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

02628 MAR-1 99

FPSC-RECORDS/REPORTING

**AMENDMENT TO  
RESALE AGREEMENT BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND CREDIT LOANS, INC. D/B/A LONE STAR TELEPHONE  
DATED JULY 20, 1998**

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth or Company") and Credit Loans, Inc. d/b/a Lone Star Telephone, ("Lone Star Telephone") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Resale Agreement between the Parties dated July 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, BellSouth and Lone Star Telephone hereby covenant and agree as follows:

1. The parties hereby agree that Section VIII.A of the Resale Agreement is amended by inserting the following sentence as Subsection 6 at the end of Section VIII.A;

BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

2. Exhibit B of the Resale Agreement is hereby deleted in its entirety and replaced with a new Exhibit B, with a September 16, 1998 Version dated, attached hereto as Attachment 1.
3. The Parties agree that all of the other provisions of the Resale Agreement, dated July 20, 1998, shall remain in full force and effect.
4. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate Commission 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.

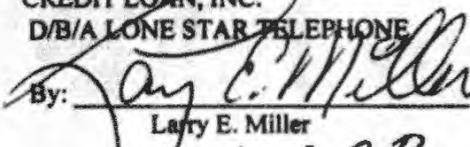
BELLSOUTH TELECOMMUNICATIONS,  
INC.

By: 

Jerry D. Hendrix - Director

DATE: 10/19/98

CREDIT LOAN, INC.  
D/B/A LONE STAR TELEPHONE

By: 

Larry E. Miller

DATE: 11-10-98

# ATTACHMENT 1

## EXHIBIT B

Type of Service	AL		FL		GA		KY		LA	
	Resale?	Discount?								
1 Grandfathered Services	Yes	Yes								
2 Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
3 Promotions - > 90 Days (Note 2)	Yes	Yes								
4 Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
6 911/E911 Services (See Note 8)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7 N11 Services (See Note 8)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8 AdWatch <sup>SM</sup> Svc (See Note 7)	Yes	No								
9 MemoryCall <sup>®</sup> Service	Yes	No								
10 Mobile Services	Yes	No								
11 Federal Subscriber Line Charges	Yes	No								
12 Non-Recurring Charges	Yes	Yes								

Type of Service	MS		NC		SC		TN	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Note 5	Note 5	Yes	Yes	Yes	No	Yes	Yes
3 Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4 Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6 911/E911 Services (See Note 8)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7 N11 Services (See Note 8)	No	No	No	No	Yes	Yes	Yes	Yes
8 AdWatch <sup>SM</sup> Svc (See Note 7)	Yes	No	Yes	No	Yes	No	Yes	No
9 MemoryCall <sup>®</sup> Service	Yes	No	Yes	No	Yes	No	Yes	No
10 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

**Applicable Notes:**

- 1 Grandfathered services can be resold only to existing subscribers of the grandfathered service.
- 2 Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
- 3 In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:
  - (a) the stated tariff rate, less the wholesale discount;
  - (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
- 4 Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Tennessee, Reseller shall purchase BellSouth's Message Rate Service at the state tariff rate, less the wholesale discount. Reseller must further discount the wholesale Message Rate Service to LifeLine customers with a discount which is no less than the minimum discount that BellSouth now provides. Reseller is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that Reseller may charge for LifeLine Service shall be capped at the flat retail rate offered by BellSouth.
- 5 In Mississippi, all Contract Service Arrangements entered into by BellSouth or terminating after the effective date of the Commission Order (3/10/97) will be subject to resale without the wholesale discount. All CSAs which are in place as of the effective date of the Commission order (3/10/97) will not be eligible for resale.
- 6 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
- 7 AdWatch<sup>SM</sup> Service is tariffed as BellSouth<sup>®</sup> AIN Virtual Number Call Detail Service
- 8 Exclusions for N11/911/E911 are also applicable to equipment associated with the service