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 **BELLSOUTH**

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Marshall M. Criser, III  
Regulatory Vice President

RECORDS AND  
REPORTING

March 17, 1999

990353-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 Appliance and TV Rentals, 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 Appliance and TV Rentals, 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 Appliance and TV Rentals, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-98-1649-FOF-TP issued December 8, 1998 in Docket 981257-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 Appliance and TV Rentals, 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,

*Marshall M. Criser III*

Regulatory Vice President  
(cc)

DOCUMENT NUMBER - DATE

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FPSC-RECORDS/REPORTING

**AMENDMENT  
TO THE  
RESALE AGREEMENT BETWEEN  
APPLIANCE AND TV RENTAL, INC. d/b/a PHONES-4-ALL AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED SEPTEMBER 16, 1998.**

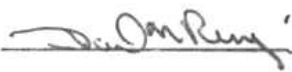
Pursuant to this Agreement, (the "Amendment") Appliance and TV Rental, Inc. d/b/a Phones-4-All ("Phones-4-All") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Resale Agreement between the Parties dated September 16, 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. Appliance and TV Rental, Inc. d/b/a Phones-4-All has changed the name of said business to Appliance and TV Rental, Inc., a Florida corporation. 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 Appliance and TV Rental, Inc., 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 Appliance and TV Rental, Inc., is hereby an attachment to the Resale Agreement.
4. All of the other provisions of the Resale Agreement dated September 16, 1998 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.

APPLIANCE AND TV RENTAL, INC

By:   
Name: DAVID N RING  
Title: PRESIDENT  
Date: FEBRUARY 24, 1999

BellSouth Telecommunications, Inc.

By:   
Name: Jerry D. Hendryx  
Title: Director  
Date: 3/3/99

**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 APPLIANCE AND TV RENTAL, INC. agree as follows:

1. BellSouth agrees, pursuant to the terms of this Agreement to furnish telecommunications services to APPLIANCE AND TV RENTAL, INC.. Service includes any service offered by BellSouth Telecommunications under its intrastate tariffs or the Interconnection Agreement executed between BellSouth and PHONES-4-ALL.
2. APPLIANCE AND TV RENTAL, INC. 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. APPLIANCE AND TV RENTAL, INC. hereby
  - assumes all obligations for services provided to PHONES-4-ALL 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 PHONES-4-ALL for such services pursuant to the applicable tariff or interconnection agreement.
  - does NOT assume all obligations for services offered to PHONES-4-ALL and thereby agrees to pay BellSouth, upon demand, account security, applicable service ordering charges and future bills.
4. APPLIANCE AND TV RENTAL, INC. 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 PHONES-4-ALL as well as any and all charges incurred during the time period that APPLIANCE AND TV RENTAL, INC. is a customer.
5. APPLIANCE AND TV RENTAL, INC. specifically agrees to assume the unexpired portion of the minimum period and the termination liability applicable to such services.
6. APPLIANCE AND TV RENTAL, INC. agrees that the requirements of this Agreement apply where PHONES-4-ALL requests a final bill on its account and establishes a new account or requests a modification or change of the existing services of PHONES-4-ALL.
7. APPLIANCE AND TV RENTAL, INC. 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 APPLIANCE AND TV RENTAL, INC. and by the authority granted to the undersigned by PHONES-4-ALL is authorized to bind it to the terms and conditions contained herein.
10. Signed this 24 day of FEBRUARY 1999.

Mr. David Ring  
APPLIANCE AND TV RENTAL. INC.  
P.O. Box 535  
Crestview, FL 32536

By: \_\_\_\_\_

  
(Signature)

10/01/98


**AUTHORIZATION FOR TRANSFER AND RELEASE NOTICE**

For and in consideration of the mutual promises contained herein, BellSouth Telecommunications, Inc. ("BellSouth") and PHONES-4-ALL agree as follows:

1. PHONES-4-ALL agrees to transfer services in the name of APPLIANCE AND TV RENTAL, INC. 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 PHONES-4-ALL.
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 PHONES-4-ALL and APPLIANCE AND TV RENTAL, INC., to the contrary, PHONES-4-ALL recognizes that under applicable tariffs agreements, BellSouth Telecommunications is authorized to demand from PHONES-4-ALL, current, past due and presently outstanding bills which are attributed to PHONES-4-ALL.
4. Notwithstanding any agreement between PHONES-4-ALL and APPLIANCE AND TV RENTAL, INC., to the contrary, PHONES-4-ALL recognizes that under applicable tariffs and agreements, the transfer of service(s) does not relieve or discharge PHONES-4-ALL from remaining jointly or severally liable with APPLIANCE AND TV RENTAL, INC. for any obligations existing at the time of transfer.
5. Signed this 24 day of FEBRUARY 19 99.

PHONES-4-ALL

Mr. David Ring  
P.O. Box 535  
Crestview, FL 32536

By:   
(Signature)