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

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Marshall M. Criser III
Regulatory Vice President

RECORDS AND REPORTING

August 1, 2000

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

001008-TP

Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Southern Reconnect, 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 Southern Reconnect, 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 Southern Reconnect, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-98-1512-FOF-TP issued November 17, 1998 in Docket 981048-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 Southern Reconnect, 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

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[Signature]
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

09307 AUG-18

FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

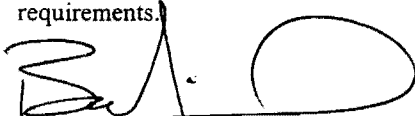
The Agreement entered into by and between and BellSouth Telecommunications, Inc., dated 07/17/2000, for the state(s) of Alabama, Florida, and Mississippi consists of the following:

ITEM	NO. PAGES
Amendment (SLI)	1
TOTAL	1

Release of Subscriber Listing Information to Independent Publishers

Notwithstanding any provision(s) to the contrary, Southern Reconnect Inc agrees to provide to BellSouth, and BellSouth agrees to accept, Subscriber Listing Information (SLI) relating to customers in the geographic area(s) covered by this Interconnection Agreement. Southern Reconnect Inc authorizes BellSouth to release all such Southern Reconnect Inc SLI provided to BellSouth by Southern Reconnect Inc to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such Southern Reconnect Inc SLI shall be intermingled with BellSouth's own customer listings and shall not be differentiated from the BellSouth listings or from the listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

No compensation shall be paid to Southern Reconnect Inc for BellSouth's receipt of Southern Reconnect Inc SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs on an ongoing basis to administer the release of Southern Reconnect Inc SLI, Southern Reconnect Inc shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. BellSouth shall not be liable for the content or accuracy of any SLI provided by Southern Reconnect Inc under this Agreement. Southern Reconnect Inc shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Southern Reconnect Inc listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Southern Reconnect Inc any complaints received by BellSouth relating to the accuracy or quality of Southern Reconnect Inc listings. The Parties shall negotiate the date for initial release of Southern Reconnect Inc listings and subsequent updates. The Southern Reconnect Inc listings and subsequent updates will be released consistent with BellSouth's required system changes and/or scheduling requirements.


Signature of Authorized Representative

BRENT M SMITH
Typed or Printed Name

SECRETARY
Title

ACCEPTED

BellSouth Telecommunications, Inc.

