

ORIGINAL



Marceil Morrell*
Assistant Vice President &-
Associate General Counsel-East Area

Anthony P. Gillman*
Assistant General Counsel

Florida Region Counsel**
Kimberly Caswell
M. Eric Edgington
Ernesto Mayor, Jr.
Elizabeth Biemer Sanchez

* Certified in Florida as Authorized House Counsel
** Licensed in Florida

GTE SERVICE CORPORATION

One Tampa City Center
201 North Franklin Street (33602)
Post Office Box 110, FLTC0007
Tampa, Florida 33601-0110
813-483-2606
813-204-8870 (Facsimile)

Ms. Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

July 28, 1998

Re: Docket No. 980267-TP
Petition for Approval of Interconnection, Resale and Unbundling Agreement
between GTE Florida Incorporated and Utilicore Corporation, Inc.

Dear Ms. Bayo:

Please find enclosed an original and five copies of corrected page III-17 of the above-referenced agreement which was approved by Order No. PSC-98-0675-FOF-TP issued May 18, 1998. Please replace the original page III-17 with the enclosed pages which correct two typographical errors. GTE apologizes for any inconvenience this may cause. Please contact me at (813) 483-2617 if you have any questions.

Very truly yours,

Kimberly Caswell

RECEIVED & FILED

[Signature]
FPSC-BUREAU OF RECORDS

Kimberly Caswell
KC:tas
Enclosures

- ACK _____
- AFA ^{ACK} _____
- APP ^{AF} _____
- CAF _____
- CMU 1 _____
- CTR _____
- EAG _____
- LEG 1 _____
- LIN _____
- OPC _____
- RCH _____
- SEC 1 _____
- WAS _____
- OTH _____

c: Staff Counsel (w/e)
Utilicore Corporation (w/e)

A part of GTE Corporation

DOCUMENT NUMBER-DATE

07959 JUL 28 88

FPSC-RECORDS/REPORTING

46. **Amendment of Certain Rates, Terms and Conditions.** The rates, terms and conditions in this Agreement that are specified in Appendix N (the "MCI Terms") were taken from the GTE/MCI Interconnection, Resale and Unbundling Agreement (the MCI Agreement) approved by the Commission in Docket No. 960980-TP. The rates, terms and conditions not included in this Agreement but referenced in Appendix M (the "GTE Terms") were excluded from the MCI Agreement by the Commission in Docket No.960980-TP. GTE and UTLCR agree that if the "MCI Terms" are deemed to be unlawful, or are stayed, enjoined or otherwise modified, in whole or in part, by a court or commission of competent jurisdiction, then this Agreement shall be deemed to have been amended accordingly, by modification of the "MCI Terms" or, as appropriate, the substitution of "GTE Terms" for all stayed and enjoined "MCI Terms", and such amendments shall be effective retroactive to the Effective Date of this Agreement.

GTE and UTLCR further agree that the terms and conditions of this Agreement reflect certain requirements of the FCC's First Report and Order in CC Docket No. 96-98. The terms and conditions of this Agreement shall be subject to any and all actions by any court or other governmental authority that invalidate, stay, vacate or otherwise modify the FCC's First Report and Order, in whole or in part ("actions"). To the extent warranted by any such action, the parties agree that this Agreement shall be deemed to have been modified accordingly as in the first paragraph of this Section 46. The parties agree to immediately apply any effected terms and conditions, including any in other sections and articles of this Agreement, consistent with such action, and within a reasonable time incorporate such modified terms and conditions in writing into the Agreement. If the "MCI Terms" are affected by such action and GTE determines they cannot be consistently applied therewith, the "GTE Terms" shall apply. UTLCR acknowledges that GTE may seek to enforce such action before a commission or court of competent jurisdiction. GTE does not waive any position regarding the illegality or inappropriateness of the FCC's First Report and Order.

The rates, terms and conditions (including rates which may be applicable under true-up) specified in both the "GTE Terms" and the "MCI Terms" are further subject to amendment, retroactive to the Effective Date of the Agreement, to provide for charges or rate adjustments resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's end user surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

If the Commission (or any other commission or federal or state court) in reviewing this Agreement pursuant to applicable state and federal laws, including Section 252(e) of the Telecommunications Act of 1996, deletes or modifies in any way this Section 46, the Parties agree to withdraw this Section 46 and Appendices M and N from consideration by the Commission (or any other commission or federal or state court).