## BELLSOUTH

**BellSouth Telecommunications, Inc** Suite 400

850 224-7798 Fax 850 224-5073 Marshall M. Criser III Regulatory Vice President

150 South Monroe Street Tallahassee, Florida 32301-1556

September 9, 1999

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991367-TP

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

Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Re: Telecommunications, Inc. ("BellSouth") and Burno, Inc. d/b/a Integra Paging 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 Burno, Inc. d/b/a Integra Paging 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 Burno, Inc. d/b/a Integra Paging. The Commission approved the initial agreement between the companies in Order No. PSC-98-0422-FOF-TP issued March 25, 1998 in Docket 980024-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 Burno, Inc. d/b/a Integra Paging 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,

Regulatory Vice President

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Marshall M. Crisin, III

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DOCUMENT NUMBER-DATE

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## Third Amendment to Resale Agreement by and between BellSouth Telecommunications, Inc. and Burno Inc., d/b/a Integra Paging Dated December 15, 1997.

This Agreement refers to the Resale Agreement ("the Agreement") entered into by Burno, Inc. d/b/a Integra Paging ("Integra Paging") and BellSouth Telecommunications, Inc. ("BellSouth") on December 15, 1997. This Amendment ("Amendment") is made by and between Integra Paging and BellSouth and shall be deemed effective on the date executed by Integra Paging and BellSouth.

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, Integra Paging and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. Section III. T.2 of the Resale Agreement is hereby deleted in its entirety and replaced with a new Section III. T.2 as follows:

All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Reseller who utilizes the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this attachment.

2. Exhibit A of Attachment 1 is hereby amended to include the following:

OPERATIONAL	Electronic	Manual
SUPPORT SYSTEMS	Per LSR received from the CLEC	Per LSR received from the CLEC
(OSS) RATES	by one of the OSS interactive	by means other than one of the
	interfaces	OSS interactive interfaces
OSS Order Charge	\$3.50	\$19.99

In addition to the OSS charges, applicable discounted service order and related charges apply per the tariff.

3. The Parties agree that Integra Paging will incur the electronic rate for all LSRs, both electronic and manual, if the percentage of electronic LSRs to total LSRs exceeds the threshold percentages shown below:

Year	Ratio: Electronic/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

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- 4. The Parties agree that the threshold plan described in Paragraph 3 above may be superceded by an LSR specific process that would apply the electronic LSR rate to only those manual LSRs, which cannot be submitted over a electronic system.
- 5. The Parties agree that all other provisions of the Agreement, dated December 15, 1997, shall remain in full force and effect.
- 6. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Public Service 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 duty authorized representatives on the date indicated below.

Burno Inc. d/b/s Integra Paging	BellSouth Telecommunications, Inc.
Signature Signature	Signature
	Jerry D. Hendrix Name
President-Burno, Inc. Title	Senior Director - Interconnection Services Title
July 20, 1999 Date	7/29/99 Date

**DUPLICATE ORIGINAL**