

BellSouth Telecommunications, Inc.
ATTN: 2187
201 Commerce Street
Nashville, Tennessee 37203-0305

REC'D TH
REGULATORY AUTH.

*00 JUL 11 PM 3 14

July 10, 2000
EXECUTIVE SECRETARY

VIA HAND DELIVERY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

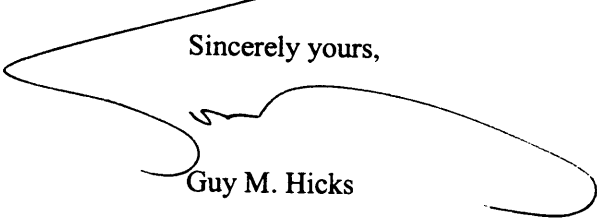
Re: Approval of the Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and Max-Tel Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.
Docket No. ~~00-00186~~ 00-00602

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Max-Tel Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Resale Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: David Sigshee, Max-Tel Communications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and Max-Tel Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~00-00186~~ 00-00602

PETITION FOR APPROVAL OF AMENDMENT TO
THE RESALE AGREEMENT NEGOTIATED BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND MAX-TEL COMMUNICATIONS, INC.
PURSUANT TO THE
TELECOMMUNICATIONS ACT OF 1996

COME NOW, Max-Tel Communications, Inc. ("Max-Tel") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Resale Agreement dated January 18, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Max-Tel and BellSouth state the following:

1. Max-Tel and BellSouth have successfully negotiated an agreement providing for the resale of BellSouth's telecommunications services to Max-Tel. The Resale Agreement was approved by the Tennessee Regulatory Authority ("TRA") on May 9, 2000.

2. The parties have recently negotiated an amendment to the Resale Agreement which modifies Section 3.1 of Attachment 1. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Max-Tel and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between Max-Tel and BellSouth within 90 days of its submission. The Act provides that the TRA 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.

5. Max-Tel and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Max-Tel and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 15th day of July, 2000.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

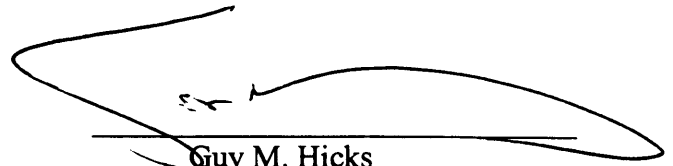
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300
615/214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Resale Agreement on the following via United States Mail on the 10th day of July, 2000:

David Sigshee
Max-Tel Communications, Inc.
105 North Wickham Street
Alvord, Texas 76225



Guy M. Hicks

**Amendment to the Resale Agreement
By and Between BellSouth Telecommunications, Inc.
And Max-Tel Communications, Inc. Dated January 18, 2000**

This Agreement refers to the Resale Agreement ("the Agreement") entered into by Max-Tel Communications, Inc. ("Max-Tel") and BellSouth Telecommunications, Inc. ("BellSouth") on January 18, 2000. This Amendment ("Amendment") is made by and between Max-Tel and BellSouth and shall be deemed effective on the date executed by Max-Tel 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, Max-Tel and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. Attachment 1 – Resale is hereby amended to delete the following language:

The rates, terms and conditions contained in this Attachment were negotiated as a whole and each rate, term and condition within this Attachment is interdependent upon the other rates, terms and conditions.

2. The second paragraph of Section 3.1 of Attachment 1 is hereby deleted in its entirety and replaced with the following language:

All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

3. All of the other provisions of the Agreement shall remain unchanged and in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies 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.

Max-Tel Communications, Inc.

Signature

CRAIG BOLIN
Printed Name

Vice President - COO
Title

2 - 22 - 00
Date

BellSouth Telecommunications, Inc.

Signature

Jerry D. Hendrix
Printed Name

Sr. Director
Title

3/14/00
Date