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April 17, 2008

filed electronically in docket office 4/17/2008

Chairman Eddie Roberson
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: Petition for Approval of Amendment One to Resale Agreement between BLC Management, LLC d/b/a Angles Communication Solutions ("ACS") and United Telephone-Southeast, Inc. d/b/a Embarq ("Embarq")

Docket No.: 2007-00148

Dear Chairman Roberson:

By letter dated June 6, 2007, United Telephone-Southeast, Inc. ("Embarq") filed a Petition for approval of Resale Agreement between Embarq and Angles Communication Solutions with the Tennessee Regulatory Authority ("Authority"). The Embarq-ACS agreement was approved by the Authority on August 14, 2007, in Docket No. 07-00148. Enclosed are an original and four (4) copies of Amendment One to the Petition for approval between Embarq and ACS. Embarq has already filed this petition electronically and this letter is the required follow-up to that filing which we ask to be filed as a supplement to the Petition in Docket No. 07-00148. Embarq is not aware of any provisions in this resale agreement that are inconsistent with any previous Authority decisions in proceedings to which United was a party.

Also enclosed is a check in the amount of \$50.00 for the filing fees for both companies. Finally, please do not hesitate to contact me at 919-554-7870 if you have any questions.

Sincerely yours,

Edward Phillips

HEP:sm

Enclosures

cc: BLC Management, LLC d/b/a Angles Communication Solutions
Scott Stringer

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BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

In Re:)	
)	
Petition for Approval of Amendment One)	
to Resale Agreement Negotiated Between)	Docket No. 07-00148
United Telephone-Southeast, Inc. d/b/a)	
Embarq and BLC Management, LLC d/b/a)	
Angles Communication Solutions)	

PETITION FOR APPROVAL OF
AMENDMENT ONE TO RESALE AGREEMENT

United Telephone-Southeast, Inc. d/b/a Embarq ("Embarq") respectfully petitions the Tennessee Regulatory Authority ("Authority") for approval of amendment one to resale agreement dated December 1, 2007 (the "Amendment") negotiated between United Telephone-Southeast, Inc. and BLC Management, LLC d/b/a Angles Communication Solutions ("ACS") under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of its petition, Embarq states the following:

1. Embarq and ACS have successfully negotiated this Amendment to the party's resale agreement. The Amendment provides for Lifeline/Link-Up support for ACS. A copy of the Amendment is attached to the petition and incorporated in this document by reference.

2. Under 47 USC § 252(e) Embarq submits the Amendment to the Authority for its review and approval.

3. 47 USC § 252(e) provides that the Authority may either approve or reject the Agreement negotiated between the parties or any amendments thereto within 90 days of its

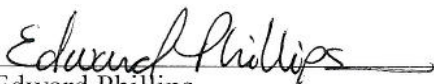
submission for approval. The Act further provides that the Authority may only reject a negotiated agreement if it finds the agreement or any portion of the agreement discriminates against a telecommunications carrier that is not a party to the agreement, or that the implementation of the agreement or any portion of the agreement is inconsistent with the public interest, convenience and necessity.

4. Embarq affirms that this Amendment meets the standards for approval.

5. Further, as required by 47 USC § 252(i) and 47 CFR 51.809, Embarq will make the terms and conditions of the Amendment available to any other requesting carrier.

WHEREFORE, United Telephone-Southeast, Inc. d/b/a Embarq respectfully requests that the Tennessee Regulatory Authority approve the Amendment negotiated by the parties.

Respectfully submitted this 17th day of April, 2008.


Edward Phillips
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AMENDMENT ONE TO RESALE AGREEMENT

This Amendment One ("Amendment"), effective this 1st day of December 2007, is entered into by and between BLC Management, LLC d/b/a Angles Communication Solutions ("CLEC"), a Tennessee corporation, and United Telephone-Southeast, Inc. d/b/a Embarq ("Embarq") hereinafter collectively, "the Parties", for the State of Tennessee.

RECITALS

WHEREAS, CLEC and Embarq entered into a Master Resale Agreement dated May 1, 2007 ("Agreement"); and

WHEREAS, CLEC and Embarq desire to modify the Agreement to incorporate additional terms and conditions;

NOW THEREFORE, in consideration of the promises and agreements contained in this Amendment, the Parties agree as follows:

AMENDMENT

1. CLEC and Embarq agree to delete section 36.1.1 in its entirety and replace it with the following language:
 - 36.1.1 Voluntary Federal and State Subscriber Financial Assistance Programs. Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement. Notwithstanding the foregoing, Embarq shall seek reimbursement of Lifeline and Link-Up Program support on behalf of CLEC for its Embarq resale customers that are eligible for such support (where CLEC cannot otherwise gain such reimbursement through its own efforts) as follows:
 - (a) Embarq will seek reimbursement of Federal Lifeline and Link-Up Program support on a quarterly basis for those Lifeline/Link-Up eligible customers that CLEC serves via resale of Embarq services. CLEC must certify to Embarq the total number of Lifeline and Link-Up eligible customers it served during the previous three (3) months within seven (7) days after the end of each quarter. The certification shall report CLEC's eligible customers by month, by exchange. At the same time, the CLEC must quarterly certify to Embarq that CLEC is complying with all federal, state and Embarq Lifeline and Link-Up Program requirements. Once Embarq receives CLEC's timely certifications, Embarq will submit CLEC's Lifeline and Link-Up eligible customer counts for reimbursement and transmit to CLEC any reimbursement amounts Embarq receives with respect to such CLEC customers. Embarq reserves the right to exclude any CLEC

customer that Embarq believes is not eligible for Lifeline or Link-Up participation from any reimbursement request.

- (b) State Lifeline Program support in Tennessee is the responsibility of each carrier. Embarq will neither pay to nor seek reimbursement for CLEC of state Lifeline Program support (currently \$3.50 per Lifeline subscriber per month).
- (c) CLEC will maintain records to document its compliance with eligibility and other requirements governing the Lifeline and Link-Up Programs as if it were an eligible telecommunications carrier. CLEC shall provide copies of any such documentation upon the request of any governmental entity or Embarq.
- (d) The CLEC shall fully cooperate with Embarq concerning any required compliance effort or any audit or request for information from any governmental entity concerning the Lifeline or Link-Up Programs. CLEC shall work directly with the State of Tennessee during any eligibility compliance audit and shall be responsible for providing its customers' verification information in the format required by the state.
- (e) CLEC shall fully indemnify Embarq in the event that Embarq is required by a governmental entity to return any Lifeline or Link-Up Program reimbursement amounts related to participation of CLEC's customers in the programs. Such indemnification may be satisfied by charges against CLEC's deposit if necessary.
- (f) CLEC acknowledges that when Lifeline customers subscribe to Embarq's Residence Budget Service (RBS), Embarq's tariff requires the residence individual line service fixed monthly rate and the additional local message charges not to exceed the monthly rate for residence flat rated service. CLEC's billing systems will comply with this requirement when reselling RBS to Lifeline customers.

2. Except as modified herein, the terms and conditions of the Agreement shall continue in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective the year and day first written above.

CLEC

By: [signed] Brian Cox
Name : Brian Cox
Title: CEO
Date: 11/17/07

Embarq

By: [signed] Emeric W. Kapka
Name: Emeric W. Kapka
Title: Director – Contract Management
Date: 12/03/07