

BellSouth Telecommunications, Inc.
CATV Transport Service – F.C.C No.5
Description and Justification
Transmittal No.472

August 4, 1998

With this filing, BellSouth Telecommunications, Inc. (hereinafter BellSouth), in accordance with 61.57, is issuing a supplement to cancel the CATV Transport Service, Tariff F.C.C. No. 5. The CATV Transport Service Tariff, F.C.C. No.5 outlines the regulations, rates and charges applying to the provisioning of CATV distribution services within the operating territory of BellSouth in the Hunter's Creek Community, Orlando, Florida.

BellSouth is canceling the CATV Transport Service, F.C.C Tariff No.5 because the customer, Westbrook Hunter's Creek Communications L.P., is purchasing from BellSouth the assets required for the provisioning of CATV Transport Service for the Hunter's Creek Community, Orlando, Florida. Attached is an executed Bill of Sale.

BILL OF SALE

THIS BILL OF SALE is delivered this _____, 1998 by BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation ("BellSouth"), to WESTBROOK HUNTER'S CREEK COMMUNICATIONS L.P., a Delaware limited partnership ("Hunter's Creek").

WITNESSETH:

WHEREAS, BellSouth and Hunter's Creek have entered into a certain Asset Transfer Agreement, dated July 17, 1998 (the "Asset Transfer Agreement"), which provides for the transfer by BellSouth of its interests in certain assets to Hunter's Creek; and

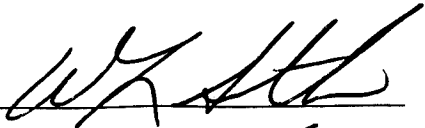
WHEREAS, BellSouth and Hunter's Creek desire to affect the foregoing transfer pursuant to this Bill of Sale;

NOW, THEREFORE, pursuant to the Asset Transfer Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Certain Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Transfer Agreement, unless the context herein requires otherwise.
2. Conveyance. BellSouth hereby assigns, transfers and conveys to Hunter's Creek all of BellSouth's right, title and interest in and to the Assets. EXCEPT AS MAY BE OTHERWISE SET FORTH IN THE ASSET TRANSFER AGREEMENT, THE ASSETS, ARE BEING CONVEYED ON AN 'AS-IS', "WHERE-IS" BASIS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAID WARRANTIES BEING EXPRESSLY WAIVED BY HUNTER'S CREEK AND DISCLAIMED BY BELLSOUTH.
3. Asset Transfer Agreement. Nothing in this Bill of Sale shall be deemed to supersede, enlarge, modify or amend the obligations, covenants and warranties of the parties in the Asset Transfer Agreement. If any conflict exists between the terms of this Bill of Sale and the Asset Transfer Agreement, the terms of the Asset Transfer Agreement shall prevail.

IN WITNESS WHEREOF, BellSouth has caused this Bill of Sale to be executed and delivered as of the date first set forth above.

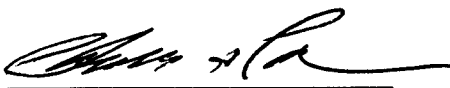
BELLSOUTH TELECOMMUNICATIONS, INC.

By: 
Name: W.L. Smith
Title: Vice President

WESTBROOK HUNTER'S CREEK
COMMUNICATIONS L.P.

By: Westerra Management, L.L.C.
a Delaware limited liability company

Its: Authorized Representative

By: 

Name: **CHARLES A. PALANT**

Title: **VICE-PRESIDENT**