

BellSouth Telecommunications
CATV Transport – F.C.C. No. 6
Description and Justification
Transmittal No. 487

December 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. 6. The CATV Transport Service Tariff, F.C.C. No. 6 outlines the regulations, rates and charges applying the provisioning of CATV distribution services within the operating territory of BellSouth in the Heathrow Community, Lake Mary, Florida.

BellSouth is canceling the CATV Transport Service, F.C.C. No. 6 because the customer, Heathrow Heathrow Land Company Limited Partnership, is purchasing from BellSouth the assets required for the provisioning of CATV Transport Service for the Heathrow Community, Lake Mary, Florida. Attached is an executed bill of sale.

BILL OF SALE

THIS BILL OF SALE is delivered this ____ day of _____, 1998 by BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation ("BellSouth"), to HEATHROW LAND COMPANY LIMITED PARTNERSHIP, ALSO KNOWN AS HEATHROW LAND COMPANY, L.P., a Florida limited partnership ("HLC").

WITNESSETH:

WHEREAS, BellSouth and HLC have entered into a certain Asset Transfer Agreement of even date herewith (the "Asset Transfer Agreement"), which provides for the transfer by BellSouth of its interests in certain assets to HLC; and

WHEREAS, BellSouth and HLC desire to effect 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:

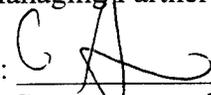
1. Certain Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Transfer Agreement, unless the context herein requires otherwise.
2. Conveyance. BellSouth hereby assigns, transfers and conveys to HLC, free and clear of all liens and encumbrances, all of BellSouth's right, title and interest in and to the Assets. 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 HLC 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

HEATHROW LAND COMPANY
LIMITED PARTNERSHIP

By: 4/46A Corp.
Its Managing Partner
By: 
George Apostolicas
Its President