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**BELLSOUTH**

BellSouth Telecommunications, Inc.  
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150 South Monroe Street  
Tallahassee, Florida 32301-1556

850 224-7798  
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DEC 15 PM 4:37  
RECORDS AND REPORTING

Marshall M. Criser III  
Regulatory Vice President

December 15, 1999

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

~~991926-TP~~  
990950

Re: Docket 991521-TP Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and The Other Phone co., Inc. d/b/a Access One 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 The Other Phone co., Inc. d/b/a Access One 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 The Other Phone co., Inc. d/b/a Access One.

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 The Other Phone co., Inc. d/b/a Access One 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,

*Marshall M. Criser III*

Regulatory Vice President

(22)

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*[Signature]*  
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DOCUMENT NUMBER-DATE

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**ATTACHMENT TO TRANSMITTAL LETTER**

The Resale Amendment entered into by and between The Other Phone Company, Inc. D/B/A Access One Communications, Inc. and BellSouth Telecommunications, Inc., dated November 11, 1999, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	2
TOTAL	2

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
THE OTHER PHONE COMPANY, INC. D/B/A ACCESS ONE COMMUNICATIONS, INC.  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED AUGUST 6, 1999**

Pursuant to this Agreement, (the "Amendment"), The Other Phone Company, Inc. d/b/a Access One Communications, Inc. ("Access One"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Resale Agreement between the Parties dated August 6, 1999 ("Agreement").

WHEREAS, BellSouth and Access One entered into an Resale Agreement on August 6, 1999, and;

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, the Parties hereby covenant and agree as follows:

1. General Terms and Conditions – Part A 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. 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.**

3. 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.

4. All of the other provisions of the Agreement, dated August 6, 1999, shall remain in full force and effect.
5. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities 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.

**The Other Phone Company, Inc. d/b/a  
Access One Communications, Inc., Inc.**

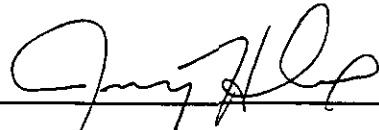
By: 

Name: Ken Baritz

Title: CEO

Date: 11/11/1999

**BellSouth Telecommunications, Inc.**

By: 

Name: Jerry Hendrix

Title: Senior Director

Date: 11/11/99