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Marshall M. Criser III  
Regulatory Vice President

RECORDS AND REPORTING

November 3, 1999

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

991673-TP

Re: Docket 991204-TP Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and EZ Phone, Inc. 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 EZ Phone, Inc. 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 EZ Phone, Inc.

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 EZ Phone, Inc. 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

(2A)

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*[Signature]*  
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DOCUMENT NUMBER-DATE

13518 NOV-3 99

FPSC-RECORDS/REPORTING

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
EZ PHONE, INC.  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED July 30, 1999**

Pursuant to this Agreement, (the "Amendment"), EZ Phone, Inc. ("EZ Phone"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Resale Agreement between the Parties dated July 30, 1999 ("Agreement").

WHEREAS, BellSouth and EZ Phone entered into an Interconnection Agreement on July 30, 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. The General Terms and Conditions 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 July 30, 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.

EZ Phone, Inc.

By: Amy J Topper  
Name: Amy J Topper  
Title: CFO  
Date: 11-3-99

BellSouth Telecommunications, Inc.

By: Jerry Hendrix  
Name: Jerry Hendrix  
Title: Senior Director  
Date: 11/3/99