

BellSouth Telecommunications, Inc 850 224-7798  
Suite 400 Fax 850 224-5073  
150 South Monroe Street  
Tallahassee, Florida 32301-1556

**Marshall M. Criser III**  
Regulatory Vice President

February 13, 2001

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

010231-TP

Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Alternative 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 Alternative 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 Alternative Phone, Inc. The original agreement was filed on January 9, 2001 in Docket 010038-TP.

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 Alternative 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,

  
Regulatory Vice President

(2)

DOCUMENT NUMBER-DATE

02060 FEB 13 2001

FPSC-RECORDS/REPORTING

**ATTACHMENT TO TRANSMITTAL LETTER**

The Agreement entered into by and between Alternative Phone, Inc. and BellSouth Telecommunications, Inc., dated 01/25/01 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, North Carolina, and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment 01/25/01	1
Title Page	1
Table of Contents	1
General Terms and Conditions	21
Attachment 1	33
<b>TOTAL</b>	<b>57</b>

**Amendment to the Resale Agreement  
By and Between BellSouth Telecommunications, Inc.  
And Alternative Phone, Inc.  
Dated December 4, 2000**

This Agreement refers to the Resale Agreement ("the Agreement") entered into by Alternative Phone, Inc., ("Alternative") and BellSouth Telecommunications, Inc. ("BellSouth") on December 4, 2000. This Amendment ("Amendment") is made by and between Alternative and BellSouth and shall be deemed effective on the date executed by Alternative and BellSouth.

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, Alternative and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The Parties hereby mutually agree to delete the paragraph in the General Terms and Conditions of the Agreement which states, "WHEREAS, Alternative Phone, Inc. is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, and Georgia; and" and replace it with the following paragraph:

WHEREAS, Alternative Phone, Inc. is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

2. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

3. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies 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.

**Alternative Communications, Inc.**

**BellSouth Telecommunications, Inc.**

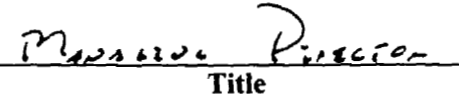
  
Signature

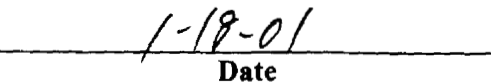
  
Signature

  
Name

  
Name

  
Title

  
Title

  
Date

  
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