



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

ORIGINAL

November 29, 1999

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

991769-TP

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RECORDS AND
REPORTING

Re: Docket 991284-TP Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Best Pre-Paid Telephone Company, 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 Best Pre-Paid Telephone Company, 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 Best Pre-Paid Telephone Company, 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 Best Pre-Paid Telephone Company, 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,

- AFA
- APP
- CAF
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- SEC
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Marshall M. Criser III
Regulatory Vice President

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**AMENDMENT
TO THE
AGREEMENT BETWEEN
BEST PRE-PAID TELEPHONE COMPANY, INC.
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED AUGUST 24, 1999**

Pursuant to this Agreement, (the "Amendment"), Best Pre-Paid Telephone Company, Inc. ("Best Pre-Paid"), 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 24, 1999 ("Agreement").

WHEREAS, BellSouth and EFS entered into an Interconnection Agreement on August 24, 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. 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.

2. 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.

3. All of the other provisions of the Agreement, dated August 24, 1999, shall remain in full force and effect.

3. 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.

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BELLSC INTERCONNECTION SERU* → 1850681

NO.851 P003/003

11/12/99 FRI 11:14 FAX 9122439912

Best Pre-paid Phone Co.

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BELLSOUTH INTERCONNECTION SERU* → 91912759999

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Best Pre-Paid Telephone Company, Inc.

BellSouth Telecommunications, Inc.

By: Vance R. Martin

By: [Signature]

Name: Vance R. Martin

Name: Jerry Hendrix

Title: President/CEO

Title: Senior Director

Date: 11/11/99

Date: 11/27/99