

BellSouth Telecommunications, Inc
Suite 400
150 South Monroe Street
Tallahassee, Florida 32301-1556

Marshall M. Criser III
Regulatory Vice President

September 9, 1999

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RECORDS AND
REPORTING

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991361-TP

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

Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and A Plus Connect, LLC 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 A Plus Connect, LLC 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 A Plus Connect, LLC. The Commission approved the initial agreement between the companies in Order No. PSC-99-0236-FOF-TP issued February 9, 1999 in Docket 981775-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 A Plus Connect, LLC 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

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

**Third Amendment
to Resale Agreement
by and between
BellSouth Telecommunications, Inc.
and A Plus Connect, L.L.C.**

**Dated
December 23, 1997.**

This Agreement refers to the Resale Agreement ("the Agreement") entered into by A Plus Connect L.L.C. ("A Plus") and BellSouth Telecommunications, Inc. ("BellSouth") on December 23, 1997. This Amendment ("Amendment") is made by and between A Plus and BellSouth and shall be deemed effective on the date executed by A Plus 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, A Plus and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. Section III. T.2 of the Resale Agreement is hereby deleted in its entirety and replaced with a new Section III. T.2 as follows:

All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Reseller who utilizes the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this attachment.

2. Exhibit A of Attachment 1 is hereby amended to include the following:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS Order Charge	\$3.50	\$19.99

In addition to the OSS charges, applicable discounted service order and related charges apply per the tariff.

3. The Parties agree that A Plus will incur the electronic rate for all LSRs, both electronic and manual, if the percentage of electronic LSRs to total LSRs exceeds the threshold percentages shown below:

Year	Ratio: Electronic/Total LSRs
1999	70%
2000	80%
2001	90%

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The threshold plan will be discontinued in 2002.

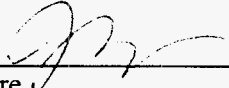
4. The Parties agree that the threshold plan described in Paragraph 3 above may be superceded by an LSR specific process that would apply the electronic LSR rate to only those manual LSRs, which cannot be submitted over a electronic system.

5. The Parties agree that all other provisions of the Agreement, dated December 23, 1997, shall remain in full force and effect.

6. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, 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.

A Plus Connect, L.L.C.



Signature

Joseph L. [unclear]

Name

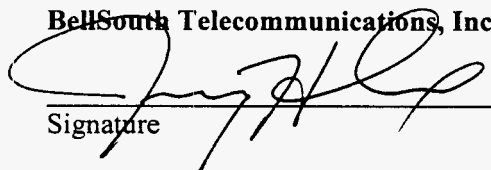
President

Title

8/2/99

Date

BellSouth Telecommunications, Inc.



Signature

Jerry D. Hendrix

Name

Senior Director - Interconnection Services

Title

8/2/99

Date

DUPLICATE ORIGINAL

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