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

850 224-7798
Fax 850 224-5073

Marshall M. Cruiser, III
Regulatory Vice President

RECORDS AND
REPORTING

March 9, 1999

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

990301-TP

Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Paul Vairo d/b/a Rehook 1, 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 Paul Vairo d/b/a Rehook 1, 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 Paul Vairo d/b/a Rehook 1, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-99-0218-FOF-TP issued February 9, 1999 in Docket 981586-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 Paul Vairo d/b/a Rehook 1, 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. Cruiser III
Regulatory Vice President

(21) RECEIVED & FILED
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

03003 MAR-99

FPSC-RECORDS/REPORTING

**AMENDMENT
TO THE
RESALE AGREEMENT BETWEEN
PAUL VAIRO DBA REHOOK 1 AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED 2/22/99**

Pursuant to this Agreement, (the "Amendment") Paul Vairo dba ReHook 1 ("Reseller") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Resale Agreement between the Parties dated October 19, 1998 ("Resale Agreement").

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. Paul Vairo dba ReHook 1 has changed the name of said business to ReHook 1, Incorporated, a Florida corporation. The Resale Agreement is hereby amended to reflect the name change.
2. Attachment 1 of this Amendment, Statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, as signed by authorized party of ReHook 1, Incorporated, is hereby an attachment to the Resale Agreement.
3. Attachment 2 of this Amendment, Authorization for Transfer and Release Notice, as signed by authorized party of Paul Vairo dba ReHook 1, is hereby an attachment to the Resale Agreement.
4. Section XVI of the Resale Agreement is hereby amended to include the following:
ISG Telecom
Suite 204
2494 Bayshore Blvd
Dunedin, FL 34698
ATTN: Mr. Michael Rubin
5. All of the other provisions of the Resale Agreement, dated October 19, 1998, shall remain in full force and effect.
6. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission 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.

ReHook 1, Incorporated

By: 

Name: Paul Vairo

Title: President

Date: 2-10-99

BellSouth Telecommunications, Inc.

By: 

Name: Jerry Hendrix

Title: Director

Date: 2/22/99

**STATEMENT OF ASSUMPTION OF SERVICES AND
ALL OUTSTANDING INDEBTEDNESS AND FUTURE CHARGES**

For and in consideration of the mutual promises contained herein, BellSouth Telecommunications, Inc. ("BellSouth") and ReHook 1, Incorporated agree as follows:

1. BellSouth agrees, pursuant to the terms of this Agreement to furnish telecommunications services to ReHook 1, Incorporated. Service includes any service offered by BellSouth Telecommunications under its intrastate tariffs or the Interconnection Agreement executed between BellSouth and Paul Vairo dba ReHook 1.
2. ReHook 1, Incorporated hereby agrees that any transfer of service through the sale, merger, consolidation, acquisition, or any other corporate buy-sell agreement shall be in accordance with the requirements of this Agreement and applicable tariffs or other agreement(s) in effect at the time of the sale, merger, consolidation, acquisition or buy-sell arrangement.
3. ReHook 1, Incorporated hereby
 - assumes all obligations for services provided to Paul Vairo dba ReHook 1 and agrees to pay BellSouth, upon demand, account security, applicable service ordering charges, future, current, past due and presently outstanding bills which are attributed to Paul Vairo dba ReHook 1 for such services pursuant to the applicable tariff or interconnection agreement.
 - does NOT assume all obligations for services offered to Paul Vairo dba ReHook 1 and thereby agrees to pay BellSouth, upon demand, account security, applicable service ordering charges and future bills.
4. ReHook 1, Incorporated specifically agrees to pay all bills and charges for billing account numbers on Attachment(s) that were incurred during the time period the account was in the name of Paul Vairo dba ReHook 1 as well as any and all charges incurred during the time period that ReHook 1, Incorporated is a customer.
5. ReHook 1, Incorporated specifically agrees to assume the unexpired portion of the minimum period and the termination liability applicable to such services.
6. ReHook 1, Incorporated agrees that the requirements of this Agreement apply where Paul Vairo dba ReHook 1 requests a final bill on its account and establishes a new account or requests a modification or change of the existing services of Paul Vairo dba ReHook 1.
7. ReHook 1, Incorporated understands that BellSouth requires 60 days notification prior to the effective date of such assumption of service in order to comply with such request.
8. BellSouth will provide written acknowledgment of such notification 15 days from the receipt of such notification.
9. The undersigned is a duly authorized representative of ReHook 1, Incorporated and by the authority granted to the undersigned by Paul Vairo dba ReHook 1 is authorized to bind it to the terms and conditions contained herein.
10. Signed this 10 day of Feb 1998.

ReHook 1, Incorporated Billing Name & Address:

ReHook 1, Incorporated
18835 US Highway 19
Hudson, FL 34667

By: 
 (Signature)

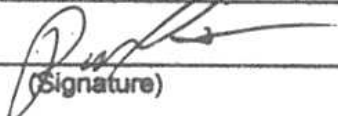
AUTHORIZATION FOR TRANSFER AND RELEASE NOTICE

For and in consideration of the mutual promises contained herein, BellSouth Telecommunications, Inc. ("BellSouth") and Paul Vairo dba ReHook 1 agree as follows:

1. Paul Vairo dba ReHook 1 agrees to transfer services in the name of ReHook 1, Incorporated specifically including attached billing account number(s) and thereby relinquish all claims to this account, together with all rights, privileges, refund rights and credits which may accrue and have not yet been actually provided to Paul Vairo dba ReHook 1.
2. Payment of any refund or extension of any credit or other rights required by law in connection with the above must be made by BellSouth Telecommunications in the manner and to the person required by the applicable tariff or regulatory authority, notwithstanding anything to the contrary in this document.
3. Notwithstanding any agreement between Paul Vairo dba ReHook 1 and ReHook 1, Incorporated, to the contrary, Paul Vairo dba ReHook 1 recognizes that under applicable tariffs agreements, BellSouth Telecommunications is authorized to demand from Paul Vairo dba ReHook 1, current, past due and presently outstanding bills which are attributed to Paul Vairo dba ReHook 1.
4. Notwithstanding any agreement between Paul Vairo dba ReHook 1 and ReHook 1, Incorporated, to the contrary, Paul Vairo dba ReHook 1 recognizes that under applicable tariffs and agreements, the transfer of service(s) does not relieve or discharge Paul Vairo dba ReHook 1 from remaining jointly or severally liable with ReHook 1, Incorporated for any obligations existing at the time of transfer.
5. Signed this 10 day of Feb 1999.

Paul Vairo dba ReHook 1 Billing Name & Address:

Paul Vairo dba ReHook 1
18835 US Highway 19
Hudson, FL 34667

By: 
(Signature)