

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

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

January 12, 2001

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

Re: Docket 010033-TP Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Worldwide Internet Services, 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 Worldwide Internet Services, 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 Worldwide Internet Services, Inc. The initial agreement between the companies was filed in the above docket on January 8, 2001. This amendment expands the resale agreement to cover all of BellSouth's states.

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 Worldwide Internet Services, 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

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DOCUMENT NUMBER-DATE

00568 JAN 12 01

FPSC-RECORDS/REPORTING

**ATTACHMENT TO TRANSMITTAL LETTER**

The Amendment entered into by and between Worldwide Internet Services and BellSouth Telecommunications, Inc., to the Agreement dated February 7, 2000, for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	2
TOTAL	2

AMENDMENT  
TO  
RESALE AGREEMENT BETWEEN WORLDWIDE INTERNET SERVICES  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED FEBRUARY 7, 2000

Pursuant to this Amendment (the "Amendment") Worldwide Internet Services ("Worldwide Internet Services") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the Resale Agreement dated February 7, 2000 ("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, Worldwide Internet Services and BellSouth hereby covenant and agree as follows:

1. The Parties agree to expand the Resale Agreement to apply to Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Consistent with this, the Parties agree to delete, in its entirety, the second WHEREAS Clause in the General Terms and Conditions, Part A of the Resale Agreement and replace it with the following language:

WHEREAS, Worldwide Internet Services is or seeks to become an alternative local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

2. Additionally, Section 2.1 of the General Terms and Conditions, Part A of the Resale Agreement is hereby deleted in its entirety and shall be replaced with the following:

The term of this Agreement shall be two years, beginning February 7, 2000 and shall apply to the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 2.2 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.

3. All of the other provisions of the Resale Agreement shall remain unchanged and in full force and effect.

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

**Worldwide Internet Services, Inc.**

By: R. J. Palucci CEO

Name: ROBERT J. PALUCCI

Title: CHAIRMAN/CEO

Date: July 10, 2000

**BellSouth Telecommunications, Inc.**

By: Jerry D. Hendrix

Name: Jerry D. Hendrix

Title: Senior Director

Date: 7/24/00