



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

April 5, 2001

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

010405-TP

Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and NOW Communications, 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 NOW Communications, 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 NOW Communications, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-00-2067-FOF-TP issued October 30, 2000 in Docket 001161-TP. This amendment establishes that Tel-Link, talk Solutions, and TelStar accounts will be subject to the provisions of the NOW Communications, Inc. agreement.

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 NOW Communications, 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

(2A)

DOCUMENT NUMBER-DATE

04257 APR-5 01

FPSC-RECORDS/REPORTING

**ATTACHMENT TO TRANSMITTAL LETTER**

The Agreement entered into by and NOW Communications, Inc. and BellSouth Telecommunications, Inc., dated 03/09/01, 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
Attachment 1	1
TOTAL	3

**Amendment to the Resale Agreement  
By and Between BellSouth Telecommunications, Inc.  
And  
NOW Communications, Inc.  
Dated August 1, 2000**

Pursuant to this Agreement, (the "Amendment"), NOW Communications, Inc. ("NOW"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 1, 2000 ("Agreement").

WHEREAS, BellSouth and NOW entered into an Interconnection Agreement on August 1, 2000, and;

WHEREAS, the Parties desire to amend the Agreement to incorporate all account of such entities under this Agreement, 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. The established Tel-Link, Talk Solutions and Telstar accounts will be subject to the provisions of this Agreement. Such Tel-Link, Talk Solutions and Telstar accounts shall retain the Tel-Link, Talk Solutions and Telstar Operating Number (OCN).
2. Attachment 1 of this Amendment, statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, as signed by authorized party of NOW, is hereby made an attachment to the Resale Agreement.
3. The Parties agree to terminate the standalone Resale Agreements for Talk Solutions, Inc. and TelStar International, Inc.
4. All of the other provisions of the Agreement, dated August 1, 2000, shall remain in full force and effect.
5. 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.
6. For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by NOW prior to filing of the Agreement. The CLEC Louisiana Certification Number for NOW is TSP00115.

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

**NOW Communications, Inc.**

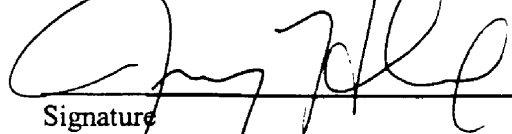
  
\_\_\_\_\_  
Signature

Larry Seab  
\_\_\_\_\_  
Printed Name

President/CEO  
\_\_\_\_\_  
Title

March 6, 2001  
\_\_\_\_\_  
Date

**BellSouth Telecommunications, Inc.**

  
\_\_\_\_\_  
Signature

*for* Pat Finlen  
\_\_\_\_\_  
Printed Name

Managing Director  
\_\_\_\_\_  
Title

3/9/01  
\_\_\_\_\_  
Date

**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 NOW COMMUNICATIONS, INC. ("NOW") agree as follows:

1. BellSouth agrees, pursuant to the terms of this Attachment to the Amendment to the Resale Agreement between BellSouth and NOW, assignee of Talk Solutions, Inc. and Telstar International, Inc. , to furnish telecommunications services to NOW pursuant to the terms of the Resale Agreement, as amended, or pursuant to BellSouth's tariffs.
2. NOW hereby assumes all obligations for services provided to Talk Solutions, Inc. and Telstar International, Inc. under the Resale Agreement 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 Talk Solutions, Inc. and Telstar International, Inc. or NOW COMMUNICATIONS, INC. for such services pursuant to the applicable tariff or Resale Agreement.
4. NOW specifically agrees to pay all bills and charges incurred, as well as any and all charges incurred on the billing account numbers for Talk Solutions, Inc. and Telstar International, Inc.
5. NOW specifically agrees to assume the unexpired portion of the minimum term, and any termination liability, applicable to such services.
6. The undersigned is a duly authorized representative of NOW and by the authority granted to the undersigned by Talk Solutions, Inc. and Telstar International, Inc. is authorized to bind NOW to the terms and conditions contained herein.