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

marshall.criser@bellsouth.com
August 16, 2001

Marshall M. Criser III
Vice President
Regulatory & External Affairs

850 224 7798
Fax 850 224 5073

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

011113-TP

Re: Approval of an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and NOW Communications, Inc. pursuant to Sections 251, 252 and 271 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 an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to NOW Communications, Inc.. The initial agreement between the companies was filed in Docket 010804-TP, on June 4, 2001. This amendment deletes the first paragraph of the General Terms and Conditions of the original agreement. It establishes that all First Tel 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 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 agreement.

Very truly yours,

Marshall M. Criser III
Regulatory Vice President
(KAI)

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**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And
NOW Communications, Inc.
Dated April 16, 2001**

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 April 16, 2001 ("Agreement").

WHEREAS, BellSouth and NOW entered into a Interconnection Agreement on April 16, 2001, 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 Parties hereby agree to delete in its entirety the first paragraph of the Agreement and replace it with the following paragraph:

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and the telecommunications entities set forth in Part C to the General Terms and Conditions ("NOW"). This agreement may refer to either BellSouth or NOW or both as a "Party" or "Parties."

2. The Parties hereby agree to include in the General Terms and Conditions of the Agreement a Part C, which is attached to this Amendment as Exhibit A and is incorporated herein by reference.

3. Exhibit B of this Amendment, statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, as signed by an authorized party of NOW, and is hereby made an attachment to the Interconnection Agreement.

4. 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.

5. All of the other provisions of the Agreement, dated April 16, 2001, shall remain in full force and effect.

6. 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.

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.

[Handwritten Signature]
Signature

LARRY W. SEAB
Name

PRESIDENT / CEO
Title

JUNE 26, 2001
Date

BellSouth Telecommunications, Inc.

[Handwritten Signature]
Signature

C.W. BOLTZ
Name

MANAGING DIRECTOR
Title

6-27-01
Date

[Small handwritten mark]

Exhibit A

NOW Communications, Inc.
Tel-Link
Talk Solutions
Telstar
First Tel
Gulf Coast Communications, Inc.

Exhibit B

**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 Interconnection Agreement between BellSouth and NOW, assignee of Gulf Coast Communications, Inc. to furnish telecommunications services to NOW pursuant to the terms of the Interconnection Agreement, as amended, or pursuant to BellSouth's tariffs.
2. NOW hereby assumes all obligations for services provided to Gulf Coast Communications, Inc. under the Interconnection 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 Gulf Coast Communications, Inc. or NOW COMMUNICATIONS, INC. for such services pursuant to the applicable tariff or Interconnection 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 Gulf Coast Communications, 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 Gulf Coast Communications, Inc. is authorized to bind NOW to the terms and conditions contained herein.