

RECEIVED-FPSC

**BELLSOUTH**  
**ORIGINAL**

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

marshall.criser@bellsouth.com

01 SEP 25 PM 4:57

COMMISSION  
CLERK

**Marshall M. Criser III**  
Vice President  
Regulatory & External Affairs

850 224 7798  
Fax 850 224 5073

September 25, 2001

Mrs. Blanca S. Bayo  
Director, Division of Commission Clerk and Administrative Services  
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 SATCOM Communication Corporation d/b/a SATCOM Communication pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

011257-TP

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and SATCOM Communication Corporation d/b/a SATCOM Communication 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 SATCOM Communication Corporation d/b/a SATCOM Communication. The initial agreement between the companies was filed in Docket 001528-TP and was deemed effective by Order No. PSC-00-2403-FOF-TP on December 14, 2000. This amendment amends Section 2 of the Resale agreement by replacing Subsection 2.1.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting this amendment to the negotiated agreement between BellSouth and SATCOM Communication Corporation d/b/a SATCOM Communication 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 (KA)

RECEIVED & FILED

*RXM*

DOCUMENT NUMBER-DATE

FPSC-BUREAU OF RECORDS 2095 SEP 25 01

FPSC-COMMISSION CLERK

**TO THE  
RESALE AGREEMENT BETWEEN  
SATCOM COMMUNICATION CORPORATION d/b/a SATCOM COMMUNICATION  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED September 21, 2000**

Pursuant to this Amendment to the Resale Agreement between BellSouth Telecommunications, Inc. (the "Amendment"), SATCOM Communication Corporation d/b/a SATCOM Communication ("SATCOM") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Resale Agreement between the Parties dated September 21, 2000 ("Resale Agreement").

WHEREAS, SATCOM is or seeks to become an competitive local exchange telecommunications carrier authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, the Parties desire that the Resale Agreement be amended to reflect the states in which SATCOM is or seeks to become an competitive local exchange telecommunications carrier;

NOW, THEREFORE, in consideration of the mutual promises and covenants 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 that the WHEREAS statement is amended and replaced with the following:

WHEREAS, SATCOM is or seeks to become a competitive local exchange telecommunications carrier ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

2. The Parties hereby agree that Section 2 of the Resale Agreement is amended by replacing Subsection 2.1 with the following language:

The Term of this Agreement shall be two years beginning September 21, 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 dated September 21, 2000, shall remain in full force and effect.
4. 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.

**BellSouth Telecommunications, Inc.**

By: *G.R. Follensbee*

Name: G. R. Follensbee

Title: Senior Director

Date: 7-24-01

**SATCOM Communication Corporation  
d/b/a SATCOM Communication**

By: *[Signature]*

Name: Harold A. Squires

Title: CEO

Date: 7/12/01

07/29/99