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May 29, 1997

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BY HAND DELIVERY

Ms. Blanca S. Bayó
Director, Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 960980-TP

Dear Ms. Bayó:

Enclosed for filing jointly on behalf of MCImetro Access Transmission Services, Inc. and GTE Florida Incorporated are the original and fifteen copies of Amendment No. 1 to the MCImetro/GTE Interconnection Agreement which was filed earlier today.

This amendment includes three additional subsections which have been agreed to by the parties subsequent to the date of Order No. PSC-97-0555-FOF-TP.

If you have any questions regarding this filing, please do not hesitate to call.

Sincerely,

Richard D. Melson

Richard D. Melson

ACK _____
AFA _____
APP _____
CAF _____
CMU _____
CTR _____ RDM/mee
EAG 2 Enclosure
LEG _____ cc: Martha Brown
LIN 5 Kimberly Caswell
OPC 1 Beverly Menard
RCH _____ Donald Evans
SEC 1
WAS _____
OTH _____

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

05402 MAY 29 97

FPSC-RECORDS/REPORTING

ORIGINAL
FILE COPY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by hand delivery this 29th day of May, 1997.

Martha Carter Brown
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Kimberly Caswell
c/o Richard Fletcher
GTE Florida, Inc.
106 E. College Avenue, #1440
Tallahassee, FL 32301-7704

Tracy Hatch
AT&T
101 N. Monroe St., Suite 700
Tallahassee, FL 32301

Richard D. Mc

Attorney

**INTERCONNECTION, TELECOMMUNICATIONS SERVICES
AND FACILITIES AGREEMENT**

BETWEEN

GTE Florida Incorporated

AND MCImetro Access Transmission Services, Inc.

AMENDMENT NO. 1

THIS AMENDMENT is made effective as of May 29, 1997, by and between GTE Florida Incorporated ("GTE") and MCImetro Access Transmission Services, Inc. ("MCIm"). GTE and MCIm are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

WHEREAS, GTE is providing to MCIm and MCIm is purchasing from GTE those Services described in that certain Interconnection, Telecommunications Services and Facilities Agreement for the State of Florida by and between GTE and MCIm dated effective as of May 29, 1997 (the "Agreement"); and

WHEREAS, the Parties wish to amend Article VII of the Agreement to specify certain Directory Listing Migration Options; and

WHEREAS, pursuant to Article III, Section 6 of the Agreement, any amendment thereto must be in writing and signed by an authorized representative of each Party;

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, GTE and MCIm hereby covenant and agree as follows:

1. Additional Services

Section 6.1.2 of Article VII is hereby amended to include subsections 6.1.2.1, 6.1.2.2 and 6.1.2.3 as more fully set forth on page "Art VII - 15, Revised," a copy of which is attached hereto as "Attachment A to Amendment No. 1" and incorporated herein by this reference.

2. Interpretation

All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

DOCUMENT NUMBER-DATE

05402 MAY 29 5 - 1

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MCImetro-GTE Interconnection Agreement - Florida

3. Effect

Except as modified herein, the Agreement shall remain in full force and effect.

4. Authority

Each person whose signature appears below represents and warrants that he or she has the authority to bind the Party on whose behalf he or she has executed this Amendment.

5. Multiple Counterparts

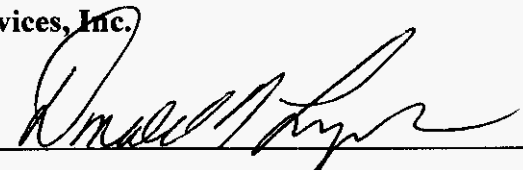
This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

6. No Offer

Submission of this Amendment for examination or signature does not constitute an offer by GTE for the provision of the products or services described herein. This Amendment will be effective only upon execution by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date or dates written below effective as of the date first above written.

MCImetro Access Transmission Services, Inc.

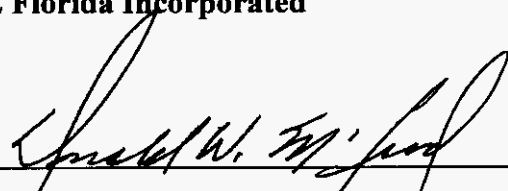
By: 

Name: Donald T. Lynch

Title: Senior Vice President - Financial Operations

Date: May 23, 1997

GTE Florida Incorporated

By: 

Name: Donald W. McLeod

Title: Vice President - Competition/Interconnection

Date: May 27, 1997

WTSOVEL
ADD - GTE

MCImetro-GTE Interconnection Agreement - Florida

and order process by which MCIm can place an order via electronic exchange no later than January 1, 1997.

6.1.2 GTE will provide to MCIm the following Directory Listing Migration Options, valid under all access methods, including, but not limited to, Resale, unbundled Network Elements and Facilities-Based:

6.1.2.1 Migrate with no Changes: Retain all white and yellow page listings for the subscriber in both DA and DL. Transfer ownership and billing for primary white page listings to MCIm.

6.1.2.2 Migrate with Additions: Retain all white and yellow page listings for the subscriber in both DA and DL. Incorporate the specified additional listings order. Transfer ownership and billing for primary white page listings to MCIm.

6.1.2.3 Migrate with Deletions: Retain all white and yellow page listings for the subscriber in both DA and DL. Delete the specified listings from the listing order. Transfer ownership and billing for primary white page listings to MCIm.

6.1.3 The Parties agree that Directory Listings Options for the directory listing order are unique to the directory portion of the order and may be different from the migration options specified on the service portion of the order, if one exists.

6.1.4 GTE shall enable MCIm to electronically transmit multi-line listing orders.

6.1.5 GTE will provide MCIm with a summary of completed Directory Service Requests on a daily basis. The summary information will include, but is not limited to the following information:

6.1.5.1 White page listings text and format (name, address, phone, title, designation, extra line information)

6.1.5.2 Yellow page listing text and format

6.1.5.3 Yellow page heading code

6.1.5.4 Listing Instruction codes

6.1.5.5 Listed book