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Tallahassee, Florida 32301-1556

A. M. Lombardo
Regulatory Vice President

November 24, 1997

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

ORIGINAL

971550-TP

Re: Approval of an Amendment to the Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Time Warner Communications pursuant to Section 252(e) of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Time Warner Communications are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for collocation. The original collocation agreement was filed August 7, 1997 under Docket 971012-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the amendment to the collocation agreement between BellSouth and Time Warner Communications within 90 days of its submission. The Commission may only reject such an amendment to the agreement if it finds that the amendment 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 represent 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,

A. M. Lombardo
Regulatory Vice President

(2)

**Amendment to Physical Collocation Agreement Between
Time Warner Communications and
BellSouth Telecommunications, Inc. dated July 24, 1997**

This Amendment amends Exhibit A of the Physical Collocation Agreement (the "Agreement") between Time Warner Communications ("Time Warner") and BellSouth Telecommunications, Inc. ("BellSouth") dated July 24, 1997 for the states of Florida, North Carolina, South Carolina and Tennessee.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Time Warner and BellSouth hereby agree as follows:

1. The Parties agree that BellSouth will, upon request, provide and Time Warner will accept and pay for Direct Connection Charges, in accordance with the schedule of prices set forth in Attachment A to this Amendment which is incorporated herein by reference, in and for the states of Florida, North Carolina, South Carolina and Tennessee.

2. The Parties agree that the prices reflected herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by final order (including any appeals) of the relevant public service commission or other body having jurisdiction over the subject matter of this Amendment, which final order meets the criteria contained in paragraph 4 hereof. The "true-up" will consist of comparing the actual volumes and demand for each item, together with the price associated with such item by this Amendment, with the final prices determined for each item. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the body having jurisdiction over the matter for the state of Tennessee shall be called upon to resolve such differences.

3. The Parties agree that they may continue to negotiate as appropriate in an effort to obtain final prices for each of these items, but in the event that no such agreement is reached within six (6) months of this Amendment (which time can be extended by mutual agreement of the Parties) either party may petition the public service commission or other regulatory body to resolve such disputes and to determine final rates for each of the items covered by this Amendment.

4. Any final order that forms the basis of a "true-up" under this Amendment shall meet the following criteria:

(a) It shall be in a proceeding to which Time Warner and BellSouth are entitled to be full parties to the proceeding.

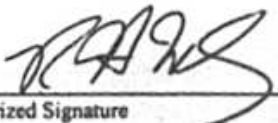
(b) It shall apply the provisions of the Telecommunications Act of 1996, including, but not limited to, Section 252(d)(1) and all effective implementing rules and regulations; provided that said Act and such regulations are in effect at the time of the final order.

5. The Parties agree that all of the other provisions of the Physical Collocation Agreement shall remain in full force and effect.

6. Either party, or both parties, may submit this Amendment to the appropriate public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, 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.

TIME WARNER COMMUNICATIONS



Authorized Signature

Ray Whinery

Print or Type Name

Senior Vice-President Operations and Implementation

Title

10-29-97

Date

BELLSOUTH TELECOMMUNICATIONS,
INC.



Authorized Signature

Jerry Hendrix

Print or Type Name

Director-Interconnection Services Pricing

Title

10/31/97

Date

Schedule of Rates and Charges

Rate Element Description	Type of Charge	Charge
Cross Connect Support Structures for the Capability to Directly Connect with another Collocation Arrangement within the same Central Office:		
Fiber Arrangement	RC (per cable, per linear foot, per month)	\$ 0.06
With initial Application	NRC	N/A
Subsequent to Application (Note 1)	NRC	\$ 246.00
Copper or Coaxial Arrangement	RC (per cable, per linear foot, per month)	\$ 0.03
With initial Application	NRC	N/A
Subsequent to Application (Note 1)	NRC	\$ 246.00

Notes

NRC: Non-recurring Charge - one-time charge
RC: Recurring Charge - charged monthly
ICB: Individual Case Basis - one-time charge

(1) Direct Connection Fee. The NRC for direct connection will be charged in lieu of any application fee when direct connection is the only work requested. If any other work in addition to the direct connection is being requested, whether an initial installation or an augmentation, an application fee or subsequent application fee would apply in lieu of the NRC for direct connection.