

BeilSouth Telecommunications, Inc Suite 400 150 South Monroe Street

Tallahassee, Florida 32301-1556

850 224-7798 Fax 850 224-5073 Marshall M. Criser III
Regulatory Vice President

April 9, 2001

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

010437-TP

Re: Approval of an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Premier Network Services, 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 Premier Network Services, 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 Premier Network Services, Inc. The Commission approved the initial agreement between the companies in Order No. 01-0787-FOF-TP issued March 26, 2001 in Docket 010118-TP. This amendment replaces the rates for 4-wire ISDN DS1 Port in Attachment 2 of the agreement.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Premier Network Services, 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,

Regulatory Vice President

221

Parshall M. Crisin III

DOCUMENT NUMBER-DATE

04390 APR-9 =

FPSC-RECORDS/PEPCRTING

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between Premiere Network Services, Inc. and BellSouth Telecommunications, Inc. dated February 9, 2001 for the state of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee consists of the following:

ITEM	NO.
	PAGES
Amendment	2
TOTAL	2

FIRST AMENDMENT TO THE AGREEMENT BETWEEN PREMIERE NETWORK SERVICES, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED DECEMBER 22, 2000

Pursuant to this Amendment, (the "Amendment"), Premiere Network Services, Inc. ("Premiere"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 22, 2000 ("Agreement").

WHEREAS, BellSouth and Premiere entered into the Agreement on December 22, 2000, 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. Exhibit C of Attachment 2 of the Agreement is hereby amended to replace the existing rates for 4-wire ISDN DS1 Port, per month with the following rates for that element:

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
4-wire ISDN DS1 Port, per month	UEPEX	\$186.02	\$95 39	\$163 16	\$275.48	\$194.72	\$213.21	\$179.75	\$214 79	\$ 308.00
NRC – 1 st	UEPEX	\$244.85	\$41751	\$186 80	\$181.27	\$181 89	\$244.12	\$241 63	\$278 37	\$148.66
NRC - Add'l	UEPEX	\$244.85	\$203 18	\$186 80	\$116.42	\$181 89	\$244 12	\$241.63	\$278.37	\$147.18
NRC - Disconnect Charge - 1s	UEPEX	\$51 19	\$149 75	NA	NA	\$27.11	\$ 53.32	NA	NA	\$38 46
NRC - Disconnect Charge - Add'l	UEPEX	\$51 19	\$37.93	NA	NA	\$27.11	\$ 53 32	NA	NA	\$ 36.98
NRC – Incremental Charge – Manual Service Order – 1 st	SOMAN	\$54.75	\$21 56	\$37.88	NA	\$ 33.18	\$51.03	\$53.89	\$65 48	\$ 40.69
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$ 54.75	\$21.56	\$ 37.88	NA	\$33 18	\$ 51 03	\$53 89	\$65 48	\$42.17
NRC – Incremental Charge – Manual Service Order – Disconnect – 1 st	SOMAN	\$11 53	\$3.84	NA	NA	\$7 73	\$ 8.51	NA	ΝA	\$ 9 07
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$ 11.53	\$3.84	NA	NA	\$ 7 73	\$8 51	NA	NA	\$ 10.54

- 2. All of the other provisions of the Agreement, dated December 22, 2000 shall remain in full force and effect.
- 3. 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.

Premiero Network Services, Inc.	BellSouth Telecommunications, Inc.			
Ву:	By: Pot P. Frich			
Name: Leo A. Wrobel	Name: Parace C. FINLEN			
Title: President / CEO	Title: Managare Director			
Date: February 5, 2001	Date: 2/5/•1			