

BELLSOUTH

ORIGINAL

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

marshall.criser@bellsouth.com

Marshall M. Criser III
Vice President
Regulatory & External Affairs

850 224 7798
Fax 850 224 5073

May 14, 2002

020449-TP

RECEIVED - FPSC
02 MAY 14 PM 4:52
COMMISSION
CLERK

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 Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Ernest 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 Ernest 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 Ernest Communications, Inc.. The initial agreement between the companies was filed in Docket No. 020372-TP, on April 23, 2002, and will be deemed effective by Operation of Law on July 23, 2002.

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 Ernest 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 agree that neither of these reasons exists as to the agreement they have negotiated and therefore, as such this amendment should be deemed effective by operation of law on August 14, 2002.

- AUS _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- MMS _____
- SEC _____
- OTH _____

Very truly yours,

Marshall M. Criser III

Regulatory Vice President

(RM)

DOCUMENT NUMBER-DATE

05170 MAY 14 8

COMMISSION CLERK

**AMENDMENT
TO THE
AGREEMENT BETWEEN
ERNEST COMMUNICATIONS, INC
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED MAY 2, 2002**

Pursuant to this Amendment, (the "Amendment"), Ernest Communications, Inc. ("ECI"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 2, 2002 ("Agreement").

WHEREAS, BellSouth and Ernest entered into the Agreement on May 2, 2002, 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. Attachment 2 of the Interconnection Agreement entered into between Ernest and BellSouth is hereby amended to include new Section 5.6.5 as follows:
 - 5.6.5 Dial-Around Compensation
 - 5.6.5.1 For a call originated by a pay phone end user over Ernest's unbundled Coin port/loop combinations and terminated to a BellSouth intralata 800 number end user, BellSouth shall credit Ernest's billing account for dial around compensation in the amount specified by the FCC in CC Docket #96-128 (the "Pay Phone Order"), or in such other order as may modify, amend or supercede the Pay Phone Order. BellSouth shall credit CLEC's billing account for 2 such calls each month per unbundled Coin port/loop combination in service for Ernest. After such time as BellSouth has developed the electronic systems to measure and apply such credits, BellSouth shall credit CLEC's billing account based upon the actual number of such calls each month, as indicated by BellSouth's records, per unbundled Coin port/loop combination in service for Ernest. Ernest shall pass such compensation to the pay phone service provider it serves. Ernest shall indemnify BellSouth for any loss, claim, demand, action or judgment, including attorneys' fees associated therewith, arising from or relating to any assertion or claim from a payphone service provider regarding BellSouth dial-around compensation for which Ernest has been credited hereunder.
2. All of the other provisions of the Agreement, dated May 2, 2002, 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.

This Amendment shall be deemed effective 30 calendar days following the date of the last signature of both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Ernest Communications, Inc.

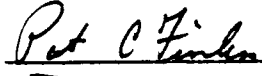
By: 

Name: Paul Masters

Title: President

Date: 4/17/02

BellSouth Telecommunications, Inc.

By: 

Name: Patrick C. Finner

Title: Marketing Director

Date: 4/23/02