

BellSouth Telecommunications, Inc.
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January 2, 2003

Marshall M. Criser III
Vice President
Regulatory & External Affairs

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

030013-TP

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and MCI WorldCom Communications, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant the Telecommunications Act of 1996, BellSouth and MCI WorldCom Communications, Inc. are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection, unbundling of specific network elements, collocation of BellSouth networks, and resale of their telecommunications services to MCI WorldCom Communications, Inc.. The agreement was negotiated pursuant to sections 251,252 and 271 of the Act. The initial agreement between the companies was filed in FPSC Docket No. 000649-TP.

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 MCI WorldCom Communications, Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an amendment if it finds that the amendment, or any portion of the amendment, discriminates against a telecommunications carrier not a party to the amendment or if the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. Both parties agree that neither of these reasons exists as to the amendment they have negotiated. Therefore, this amendment should be deemed effective by operation of law on April 2, 2003.

Very truly yours,



Regulatory Vice President

(KA)

DOCUMENT NUMBER-DATE

00049 JAN-28

FPSC-COMMISSION CLERK

**AMENDMENT
TO
MCI WORLDCOM COMMUNICATIONS/BELLSOUTH INTERCONNECTION
AGREEMENT
DATED
SEPTEMBER 12, 2001**

Pursuant to this Amendment to the MCI WorldCom Communications/BellSouth Interconnection Agreement (the "Amendment"), for the state of Florida, MCI WorldCom Communications, Inc. ("MCI") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the MCI/BellSouth Interconnection Agreement dated September 12, 2001 ("Interconnection Agreement").

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, MCI and BellSouth hereby covenant and agree as follows:

1. Attachment 3, subsection 2.4.6 is created to read:

2.4.6 Notwithstanding any other provision of this Agreement, MCI may request that BellSouth provide Atypical Combinations of unbundled Network Elements. Atypical Combinations are combinations of such network elements that are neither Existing Combinations nor Typical Combinations as these terms are defined above, in this Section. In compliance with FCC Rule 51.315(d), requests for Atypical Combinations of unbundled Network Elements are available through the Bona Fide Request process as set forth in Exhibit 1, Part A of the General Terms and Conditions of this Agreement. Rates for Atypical Combinations of unbundled Network Elements shall be negotiated pursuant to Section 1.4 of Attachment 1 and the Bona Fide Request process.

2. The Parties hereby mutually agree to delete in its entirety Section 2.4 of Attachment 3 to the Agreement and to replace it with the following:

2.4 At MCI's request, BellSouth shall provide Existing Combinations of Network Elements to MCI. Existing Combinations of Network Elements are those that are actually physically connected at the time the order is placed. This includes, but is not limited to, the combination of Network Element Platform or UNE-P and the combination of Loops and Dedicated Transport. The price for these combinations of Network Elements shall be based upon applicable FCC and Commission rules and shall be set forth in Attachment 1 of this Agreement. For Existing Combinations of Network Elements, BellSouth will use its best efforts to ensure that MCI's ability to provide services will not be disconnected, interrupted, or otherwise modified in order to migrate to MCI. At MCI's request, BellSouth shall provide Typical Combinations of Network Elements to MCI. Typical Combinations are those that are ordinarily combined within the BellSouth network, in

the manner, which they are typically combined. Thus, MCI may order Typical Combinations of Network Elements, even if the particular Network Elements being ordered are not actually physically connected at the time the order is placed.

3. The Parties hereby mutually agree to delete in its entirety Section 5.1 of Attachment 3 to the Agreement and to replace it with the following:
 - 5.1 Unbundled Network Elements combinations shall include Typical Combinations and Existing Combinations, including Enhanced Extended Links and other combinations as described in this Section 5.
4. Attachment 3, subsection 2.11 is hereby deleted in its entirety, and replaced with the following:
 - 2.11 BellSouth shall offer each Network Element individually and, at MCI's request, shall offer Existing Combinations, Typical Combinations, and, pursuant to subsection 2.4.6, Atypical Combinations. MCI may order Network Elements individually and combine them itself into other combinations. BellSouth shall not require MCI to combine Network Elements. BellSouth shall not require MCI to own or control any local exchange facilities as a condition of offering to MCI any Network Element or combination.
5. All of the other provisions of the Agreement, dated September 12, 2001, shall remain in full force and effect.
6. Either or both of the Parties are 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.
7. This Amendment is intended to incorporate the decision of the United States Supreme Court in *Verizon vs. FCC*, 122 S.Ct. 1646, (May 13, 2002), and any action resulting from the court's remand to the 8th Circuit Court of Appeals, regarding the effect of such decision and action on MCI's purchase of new combinations of loop and transport. By executing this Amendment MCI is not waiving its right to seek additional amendments to the Interconnection Agreement, incorporating said decision.

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: *Pat C. Finley*

NAME: PATRICK C. FINLEY

TITLE: ASST. DIRECTOR

DATE: 9/27/02

MCI WorldCom Communications, Inc.

BY: *C. Q. Benson*

NAME: for Marcel Henry

TITLE: Vice-President

DATE: 25 CB
9/24/02