

BellSouth Telecommunications, Inc.
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Vice President
Regulatory & External Affairs

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January 28, 2003

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

030097-TP

RECEIVED - FPSC
03 JAN 28 PM 5:00
COMMISSION CLERK

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

Dear Mrs. Bayo:

Pursuant the Telecommunications Act of 1996, BellSouth and TCG South Florida 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 TCG South Florida. 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. 000731-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 TCG South Florida 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 28, 2003.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President (KA)

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

**FOURTH AMENDMENT
TO THE
AGREEMENT BETWEEN
TCG SOUTH FLORIDA
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
FLORIDA
DATED OCTOBER 26, 2001**

Pursuant to this Agreement, (the "Amendment"), TCG South Florida, ("TCG"), a New York corporation on behalf of itself, and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself, hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 26, 2001 ("Agreement").

WHEREAS, BellSouth and TCG entered into the Agreement on October 26, 2001, and;

WHEREAS, the Parties desire to amend the Agreement to include CFA Resends language, and to add CFA Resends Rates for the state of Florida.

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. The Parties agree that the Agreement between TCG and BellSouth is hereby amended to add to Attachment 4-Physical Collocation the following to Section 6:
 - 6.4.4 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to TCG prior to the applicable provisioning interval set forth herein ("Provisioning Interval") for those Premises in which TCG has a physical collocation arrangement. The CFAs will be sent to TCG in a consistent format.
 - 6.4.4.1 BellSouth will bill TCG a nonrecurring charge, as set forth in Exhibit B, each time TCG requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs.
2. The Parties agree that the Agreement between TCG and BellSouth is hereby amended to add to Attachment 4-Physical Collocation Exhibit B-Rates the following rates in Exhibit I attached hereto for the State of Florida.
3. All of the other provisions of the Agreement, dated October 26, 2001, shall remain in full force and effect.
4. This Amendment is made effective the date of the last signature of all Parties.
5. 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.

BellSouth Telecommunications, Inc.

By: Pat C. Fata

Name: Elizabeth R. A. Shiroishi

Title: Assistant Director

Date: 11/26/02

TCG South Florida

By: Bill C. Peacock

Name: Bill C. Peacock

Director – Local Services

Title: and Access Management

Date: 11/22/02

