

ORIGINAL

BELLSOUTH

BellSouth Telecommunications, Inc.
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February 10, 2003

Marshall M. Criser III
Vice President
Regulatory & External Affairs

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COMMISSION
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030155-TP

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 Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and BellSouth BSE, 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 BellSouth BSE, 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 BellSouth BSE, 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. 010181-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 BellSouth BSE, 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 May 11, 2003.

Very truly yours,

Marshall M. Criser III
Regulatory Vice President (KA)

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**AMENDMENT
TO THE
AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
BELLSOUTH BSE, INC.
DATED JANUARY 9, 2001**

Pursuant to this Amendment, (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and BellSouth BSE, Inc. ("BSE"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement").

WHEREAS, BellSouth and BSE entered into the Agreement on January 9, 2001, 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. The Parties mutually agree to delete in its entirety Section 2.1 of General Terms and Conditions and replace with Section 2.1 of General Terms and Conditions following, incorporated herein by this reference
 - 2.1 The term of this Agreement shall be from the effective date as set forth above and shall expire on December 31, 2003 and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina and South Carolina.
2. The Parties mutually agree to delete Section 6.6 of Attachment 1 in its entirety and replace with the language Section 6.6, Deposit Policy following, incorporated herein by this reference.
 - 6.6 Deposit Policy. BSE shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release BSE from its obligation to make complete and timely payments of its bill. BSE shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in BSE's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event BSE fails to remit to BellSouth any deposit requested pursuant to this Section, service to BSE may be

terminated in accordance with the terms of Section 8 of this Attachment, and any security deposits will be applied to BSE's account(s). In the event that BSE defaults on its account, service to BSE will be terminated and any security deposits will be applied to BSE's account(s).

- 6.6.1 The fact that a security deposit has been made in no way relieves BSE from complying with BellSouth's regulations as to advance payments. Any such security deposit shall in no way release BSE from its obligation to make complete and timely payments of its bills.
3. The Parties mutually agree to add to Attachment 1, Resale, Section 4.5 following, incorporated here in by this reference:
 - 4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas
 - 4.5.1 BellSouth will in some instances provision resold services in accordance with the General Subscriber Services Tariff and Private Line Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.
 - 4.5.2 When BSE assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
 - 4.5.3 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to BSE.
 - 4.5.4 BSE must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an end user account where such circumstances apply.
 - 4.5.5 Specific guideline regarding such service are available on BellSouth's website @ www.interconnection.bellsouth.com.
 4. All of the other provisions of the Agreement, dated January 9, 2001, shall remain in full force and effect.
 5. 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.

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: *Elizabeth R.A. Shiroishi*

Name: Elizabeth R.A. Shiroishi
Assistant, Director

Title: Interconnection Services

Date: 11/4/02

BellSouth BSE, Inc.

By: *Mario L. Soto*

Name: MARIO L. SOTO

Title: PRESIDENT

Date: 11/12/02

Form Approved
MA
Legal Dept.