

ORIGINAL

BELLSOUTH

BellSouth Telecommunications, Inc.
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Tallahassee, FL 32301-1556

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Marshall M. Criser III
Vice President
Regulatory & External Affairs

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030366-TP

April 22, 2003

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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 between BellSouth Telecommunications, Inc. ("BellSouth") and Cbeyond Communications, LLC

Dear Mrs. Bayo:

Please find enclosed for filing and approval, an original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, Unbundling, Resale, and Collocation Agreement with Cbeyond Communications, LLC.

If you have any questions, please do not hesitate to call Kathleen Arant at (850) 222-9380.

Very truly yours,

Marshall M. Criser III
Regulatory Vice President (KAT)

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**AMENDMENT
TO THE
AGREEMENT BETWEEN
CBEYOND COMMUNICATIONS, LLC AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 10, 2000**

Pursuant to this Amendment, (the "Amendment"), Cbeyond Communications, LLC ("Cbeyond") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated November 10, 2000 ("Agreement").

WHEREAS, BellSouth and Cbeyond entered into the Agreement on November 10, 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. Attachment 4, Collocation, Section 8, is hereby amended to add a new Section 7.8.4 as follows: "BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Cbeyond certifying the completion of the power reduction, including the removal of the power cabling by Cbeyond's BellSouth Certified Vendor."
2. Attachment 4, Collocation, Section 8 is hereby amended to add a new Section 7.8.5 as follows: If Cbeyond requests a reduction in the amount of power that BellSouth is currently providing, Cbeyond must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit A will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response."
3. The Parties agree that the Agreement between Cbeyond and BellSouth is hereby amended to add to Attachment 4, Collocation, Exhibit A, Rates, for the states of Florida, Georgia, and North Carolina, the following element and rates identified in Exhibit 1 attached hereto and made a part hereof.
4. All of the other provisions of the Agreement, dated November 10, 2000, 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 and shall be deemed effective the date of the last signature of both Parties.

Cbeyond Communications, LLC

By: Julia O. Strow

Name: Julia O. Strow

Title: Vice President

Date: March 17, 2003

BellSouth Telecommunications, Inc.

By: Elizabeth R. A. Shiroishi

Name: Elizabeth R. A. Shiroishi

Title: Director

Date: 3/27/03

COLLOCATION - Florida										Attachment: 4		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		399.43								

COLLOCATION - Georgia										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Power Reduction, Application Fee	1	CLO	PE1PR		388.80									

COLLOCATION - North Carolina										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		399	13							