

ORIGINAL

BELLSOUTH

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030491-TP

June 5, 2003

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

RECEIVED - FPSC
03 JUN -5 PM 4:31
COMMISSION
CLERK

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and XO Florida, Inc.

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 XO Florida, Inc. .

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 (IA)

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**AMENDMENT
TO THE
AGREEMENT BETWEEN
XO FLORIDA, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED OCTOBER 25, 2002**

Pursuant to this Amendment, (the "Amendment"), XO Florida, Inc. ("XO") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated October 25, 2002 ("Agreement").

WHEREAS, BellSouth and XO entered into the Agreement on October 25, 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 4, Collocation, Section 6, is hereby amended to add a new Section 6.17 as follows:
 - 6.17 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to XO prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those Premises in which XO has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth. BellSouth cannot provide CFAs to XO prior to the Provisioning Interval for those Premises in which XO has a physical collocation arrangement with a POT bay provided by XO or a virtual collocation arrangement, until XO provides BellSouth with the following information:
 - 6.17.1 For a physical collocation arrangement with a XO-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.
 - 6.17.2 For a virtual collocation arrangement - a complete layout of XO's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by XO's BellSouth Certified Supplier.
 - 6.17.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from XO. If the EIU form is provided ten (10) calendar days prior to the ending date of the Provisioning Interval, then CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
 - 6.17.4 BellSouth will bill XO a nonrecurring charge, as set forth in Exhibit B, each time XO requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to XO.
2. The Parties agree that the Agreement between XO and BellSouth is hereby amended to add to Attachment 4, Collocation, Exhibit B, Rates, for the state of

Florida, the following element and rates identified in Exhibit 1 attached hereto and made a part hereof.

3. All of the other provisions of the Agreement, dated October 25, 2002, shall remain in full force and effect.
4. 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.

XO Florida, Inc.

By: EA Shiroishi
Name: Elizabeth R. A. Shiroishi
Title: Director
Date: 4/29/03

BellSouth Telecommunications, Inc.

By: [Signature]
Name: DANA STAFFER
Title: VP
Date: 4/23/03

COLLOCATION - Florida										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							OSS Rates (\$)
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation - Request Resend of CFA information, per CLI	I		CLO	PE1C9		77.54									