

ORIGINAL

BELLSOUTH

030497-TP

BellSouth Telecommunications, Inc.  
Suite 400  
150 South Monroe Street  
Tallahassee, FL 32301-1556  
  
marshall.criser@bellsouth.com

Marshall M. Criser III  
Vice President  
Regulatory & External Affairs  
  
850 224 7798  
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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

1 850 224 7798  
JUN -5 PM 4:34  
COMMISSION  
CLERK

Re: Approval of Two Amendments to the Interconnection, Unbundling, Resale, and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and QuantumShift Communications, Inc.

Dear Mrs. Bayo:

Please find enclosed for filing and approval, an original and two copies of BellSouth Telecommunications, Inc.'s Two Amendments to Interconnection, Unbundling, Resale, and Collocation Agreement with QuantumShift Communications, 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 (KAB)

RECEIVED & FILED  
Jh  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER - DATE

05021 JUN -5 8

FPSC-COMMISSION CLERK

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
QUANTUMSHIFT COMMUNICATIONS, INC.  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED MAY 18, 2001**

Pursuant to this Amendment, (the "Amendment"), QuantumShift Communications, Inc. ("QuantumShift"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 18, 2001 ("Agreement").

WHEREAS, BellSouth and QuantumShift entered into the Agreement on May 18, 2001,  
and;

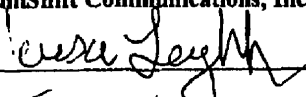
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The second WHEREAS clause on Page 1 of the General Terms and Conditions of the Agreement is deleted and replaced with the following language:  
  
WHEREAS, QuantumShift is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and Tennessee; and
2. The Parties hereby mutually agree to delete Section 2.1 of General Terms and Conditions and replace with the following, incorporated herein by this reference:  
  
2.1 The term of this Agreement shall be three years, beginning on May 18, 2001 and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and Tennessee.
3. The Parties hereby mutually agree to delete Section 11.1 of Attachment 1 in its entirety and replace with the following, incorporated herein by this reference:  
  
11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for ODUF are as set forth in Exhibit A of Attachment 7.
4. The Parties hereby mutually agree to delete Section 12.1 of Attachment 1 in its entirety and replace with the following, incorporated herein by this reference:  
  
12.1 The Enhanced Optional Daily Usage File (EODUF) Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for EODUF are as set forth in Exhibit A of Attachment 7.
5. All of the other provisions of the Agreement, dated May 18, 2001, shall remain in full force and effect.
6. 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.

Add State of Alabama  
Replace Exhibit F

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

QuantumShift Communications, Inc.

By: 

Name: Teresa Lighty

Title: Vice President, Operations

Date: 3-25-03

BellSouth Telecommunications, Inc.

By: 

Name: Elizabeth R. A. Shiroishi

Title: Director, Interconnection Services

Date: 04-14-03

Add State of Alabama  
Replace Exhibit F

Amendment to  
Agreement between  
BellSouth Telecommunications, Inc. and  
QuantumShift Communications, Inc.  
dated June 28, 2001

Pursuant to this Amendment (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and QuantumShift Communications, Inc. ("QuantumShift") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Agreement (the "Agreement") between BellSouth and QuantumShift dated June 28, 2001.

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, BellSouth and QuantumShift hereby covenant and agree as follows:

1. The second WHEREAS clause on Page 1 of the General Terms and Conditions of the Agreement is deleted and replaced with the following language:

"WHEREAS, QuantumShift is or seeks to become a CLEC authorized to provide telecommunications services in the states of Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and Tennessee; and"

2. All of the other provisions of the Agreement, dated June 28, 2001 shall remain in full force and effect.

3. The Parties agree that 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: *GR Follensbee*

Name: Gregory R Follensbee

Title: Senior Director

Date: 8-8-01

QuantumShift Communications, Inc.

By: *Robert Hernandez*

Name: ROBERT HERNANDEZ

Title: Local EXCHANGE VENDOR MANAGER

Date: 8-6-01