

030524-TP

BellSouth Telecommunications, Inc.
Suite 400
150 South Monroe Street
Tallahassee, FL 32301-1556

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Marshall M. Criser III
Vice President
Regulatory & External Affairs

850 224 7798
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June 11, 2003

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

RECEIVED 11:00
COM JUN 11 PM 4:18
COMMISSION
CLERK

Re: Notice of the Adoption of Interconnection, Unbundling, Resale, and Collocation agreement with modifications between BellSouth Telecommunications, Inc. ("BellSouth") and XO Florida, Inc. by Volo Communications of Florida, Inc. d/b/a Volo Communications Group of Florida, Inc..

Dear Mrs. Bayo:

BellSouth Telecommunications, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by Volo Communications of Florida, Inc. d/b/a Volo Communications Group of Florida, Inc. of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications for the State of Florida entered into between BellSouth Telecommunications Inc. and XO Florida, Inc., which was filed with this Commission on December 5, 2002 in Docket No. 011119-TP.

Volo Communications of Florida, Inc. d/b/a Volo Communications Group of Florida, Inc. is adopting the agreement and all amendments (if applicable), with modifications as provided by Section 252(i) of the Telecommunications Act of 1996.

Enclosed is the original and two (2) copies of the contract between BellSouth Telecommunications, Inc. and Volo Communications of Florida, Inc. d/b/a Volo Communications Group of Florida, Inc., for your records.

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

Very truly yours,

Marshall M. Criser III

Regulatory Vice President

(11/16)

RECEIVED & FILED
15
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
05188 JUN 11 03
FPSC-COMMISSION CLERK

BELLSOUTH® / CLEC Agreement

Customer Name: Volo Communications of Florida

VOLO Communications, LLC Adoption XO - FL	2
Adoption Papers	3

By and Between
BellSouth Telecommunications, Inc.
And
Volo Communications of Florida

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between VOLO Communications of Florida, Inc. d/b/a in Florida as VOLO COMMUNICATIONS GROUP OF FLORIDA, INC., ("VOLO") a Delaware 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 and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, VOLO has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and XO Florida, Inc. dated October 25, 2002 for the state(s) of Florida.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, VOLO and BellSouth hereby agree as follows:

1. VOLO and BellSouth shall adopt in its entirety, except for those modifications identified in paragraphs 2 – 11 following, the XO Florida, Inc. Interconnection Agreement dated October 25, 2002 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The XO Florida, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Title Page	1
Table of Contents	1
General Terms and Conditions	23
Attachment 1	31
Attachment 2	123
Attachment 3	27
Attachment 4	90
Attachment 5	11

Attachment 6	8
Attachment 7	17
Attachment 8	2
Attachment 9	2
Attachment 10	8
Attachment 11	11
Attachment 12	4
Amendment dated 11/21/02	1
Amendment dated 12/16/02	53
XO Florida, Inc. Total	357
TOTAL	416

2. The Parties agree to delete section 22.3 of the General Terms and Conditions in its entirety and replace it with the language below:

22.3 Notwithstanding the foregoing, BellSouth may provide VOLO notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will also post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs. Notices provided pursuant to this Section 22.3 will not have the effect of modifying any provision of this Agreement.

3. The Parties agree to delete from Attachment 3 Section 5.1.4.1 regarding reciprocal compensation for the transport and termination of Local Traffic at the rates contained in Exhibit A of the XO Florida, Inc. agreement and replace with:

Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.

4. The Parties agree to delete from Attachment 3 Section 5.1.4.5 regarding compensation at the tandem rate for termination of Local Traffic.

5. The Parties agree to delete from Attachment 3 Section 5.2 in its entirety regarding reciprocal compensation for ISP-bound traffic.

6. The Parties agree to delete the last sentence from Section 5.3 of Attachment 4 Collocation Central Office.

7. The Parties agree to remove from the Attachment 4 Collocation rates sheet the following USOCs PE1SS and PE1FJ.

8. In the event that VOLO consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of VOLO under this Agreement.

9. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in the General Terms and Conditions Section 2 of the XO Florida, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the XO Florida, Inc. Interconnection Agreement, the effective date shall be October 25, 2002.

10. VOLO shall accept and incorporate any amendments to the XO Florida, Inc. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

11. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

VOLO Communications, Inc.
d/b/a in Florida as VOLO COMMUNICATIONS
GROUP OF FLORIDA, INC.,
Shawn M. Lewis
151 South Wymore Road
Suite 3000
Altamonte Springs, FL 32714
Phone: 407-389-3232
Fax: 407-389-3233
E-Mail: slewis@caerus.net

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent,

and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

VOLO Communications, Inc. d/b/a in Florida as
VOLO COMMUNICATIONS GROUP OF
FLORIDA, INC.,

By: EA Shiroishi

By: Shawn Lee

Name: Elizabeth R.A. Shiroishi

Name: Shawn Lee

Title: Director

Title: President

Date: 3/20/03

Date: 3/18/03