

ORIGINAL

BELLSOUTH

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Marshall M. Criser III
Vice President
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March 3, 2004

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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 Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Smart City Solutions, LLC

Dear Mrs. Bayo:

Please find enclosed for filing and approval, an original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection Agreement with Smart City Solutions, LLC.

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

Very truly yours,

Marshall M. Criser, III
Regulatory Vice President
(RTH)

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Amendment to
Interconnection Agreement
between
Smart City Solutions, LLC
and
BellSouth Telecommunications, Inc.

Dated December 12, 2002

Pursuant to this Amendment (the "Amendment") Smart City Solutions, LLC, (Smart City), a Florida limited liability corporation, and BellSouth Telecommunications, Inc. (BellSouth), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement ("the Agreement") between BellSouth and Smart City dated December 12, 2002.

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, Smart City and BellSouth hereby covenant and agree as follows:

1. The Parties agree to delete Section 3, General Terms and Conditions in its entirety and replace it with the following:
 3. Term of the Agreement
 - 3.1 The term of this Agreement shall be from the effective date as set forth above and shall expire as of January 12, 2004.
 - 3.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).
 - 3.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 3.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
 - 3.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate.

Upon termination of this Agreement, BellSouth shall continue to offer services to Smart City pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 3.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.

2. All other provisions of the Agreement, dated December 12, 2002, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

Smart City Solutions, LLC

By: Pat C Finley
Name: PATRICK C. FINLEY
Title: ASSY DIRECTOR
Date: 8/11/03

By: [Signature]
Name: Allen E. Sims
Title: Chief Operating Officer
Date: July 30, 2003