

BellSouth Telecommunications, Inc. 904 224-7798
Suite 400 Fax 904 224-5073
150 South Monroe Street
Tallahassee, Florida 32301-1556

A. M. Lombardo
Regulatory Vice President

October 24, 1997

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

971413-TP

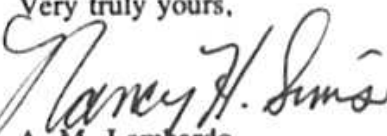
Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and US LEC of North Carolina L.L.C. ("US LEC") pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and US LEC of North Carolina L.L.C. are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to US LEC of North Carolina L.L.C. The original agreement was filed on March 19, 1997 in Docket 970345-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and US LEC of North Carolina L.L.C. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,


A. M. Lombardo
Regulatory Vice President

DOCUMENT NUMBER-DATE

11020 OCT 24 5

FPSC-RECORDS/REPORTING

AMENDMENT NO. 1 TO AGREEMENT

This Amendment No. 1 ("Amendment") is made as of September 22, 1997, to that certain Agreement dated November 12, 1996 between BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation ("BellSouth"), and US LEC OF NORTH CAROLINA L.L.C., a North Carolina limited liability company ("US LEC-NC"), (as clarified by various communications, the "Existing Agreement").

A. The following affiliates of US LEC-NC have been organized for the purpose of becoming certified as ALECs in the following states where BellSouth has ILEC operations:

<u>Affiliate</u>	<u>State</u>
US LEC of Tennessee L.L.C.	Tennessee
US LEC of South Carolina L.L.C.	S. Carolina
US LEC of Georgia L.L.C.	Georgia
US LEC of Florida Inc.	Florida

B. US LEC-NC and BellSouth desire to extend the Existing Agreement and admit US LEC of Tennessee L.L.C., a Delaware limited liability company ("US LEC-TN"), US LEC of South Carolina L.L.C., a Delaware limited liability company ("US LEC-SC"), US LEC of Georgia L.L.C., a Delaware limited liability company ("US LEC-GA"), and US LEC of Florida, Inc., a North Carolina corporation ("US LEC-FL"), as parties to the Existing Agreement with the same rights and obligations thereunder as US LEC-NC, except as otherwise provided in this Amendment.

In consideration of the premises and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Existing Agreement is hereby amended to add each of US LEC-TN, US LEC-SC, US LEC-GA and US LEC-FL to the Existing Agreement as a party thereto and to include each of them within the definition of "party" and all of them within the definition of "parties".
2. From and after the date of this Agreement, the term "US LEC" as used in the Existing Agreement shall refer to US LEC-NC, US LEC-TN, US LEC-SC, US LEC-GA and US LEC-FL, and any of them; it being the intent of the parties that the Existing Agreement as amended hereby shall be interpreted and construed with respect to all matters related to North Carolina such that the Existing Agreement shall be construed and interpreted as being severally between BellSouth and US LEC-NC, and with respect to all matters related to Tennessee such that the Existing Agreement shall be construed and interpreted as being severally between BellSouth and US LEC-TN, and with respect to all matters related to South Carolina such that the Existing Agreement shall be construed and interpreted as being severally between BellSouth and US LEC-SC, with respect to all matters related to Georgia such that the Existing Agreement shall be construed and interpreted as being severally between BellSouth and US LEC-GA and with respect to all matters related to Florida such that the Existing Agreement shall be construed and interpreted as being severally between BellSouth and US LEC-FL.

3. BellSouth further acknowledges and agrees that US LEC-NC, US LEC-TN, US LEC-SC, US LEC-GA and US LEC-FL shall not be jointly liable to BellSouth with respect to the performance of their respective duties and obligations under the Agreement; it being the intent that (a) each of US LEC-NC, US LEC-TN, US LEC-SC, US LEC-GA and US LEC-FL shall only be severally obligated under the Existing Agreement and severally liable to BellSouth under the Existing Agreement for its own performance thereunder and not for the performance of any of its affiliates, and (b) US LEC-TN shall have duties and obligations under the Agreement only with respect to Tennessee, US LEC-SC shall have duties and obligations under the Agreement only with respect to South Carolina, US LEC-GA shall have duties and obligations under the Agreement only with respect to Georgia, US LEC-FL shall have duties and obligations under the Agreement only with respect to Florida and US LEC-NC shall have duties and obligations under the Agreement only with respect to North Carolina and Alabama, Kentucky, Louisiana, and Mississippi.

4. The term of the Agreement shall not be extended by this Amendment, and the parties confirm that it will terminate with respect to all parties effective as of November 1, 1998.

5. The 90 day period for adopting an implementation plan shall begin on the date hereof with respect to each of US LEC-TN, US LEC-SC, US LEC-GA and US LEC-FL or, if later, the date on which the applicable entity has filed its application for certification as an ALEC with the appropriate state commissioner.

6. The address for notices in Article XXVIII of the Existing Agreement for US LEC-NC may be used for US LEC-TN, US LEC-SC, US LEC-GA and US LEC-FL as well as for US LEC-NC.

7. Terms beginning with capital letters which are not otherwise defined in this Amendment shall be interpreted and construed with the same definition(s) and meaning(s) as set forth in the Existing Agreement.

8. BellSouth acknowledges that that US LEC-NC, US LEC-TN, US LEC-SC and US LEC-GA may be reorganized as corporations by merging such entities with corporations organized under Delaware or North Carolina law, and hereby agrees that such mergers shall not effect the Existing Agreement as modified by this Amendment so long as the surviving entities in such mergers shall be controlled by US LEC L.L.C. or its successor by merger. US LEC-NC shall notify BellSouth promptly following each such merger of the name of the successor entity and its state of incorporation.

9. In all other respects, the terms and conditions of the Existing Agreement shall remain in full force and effect.

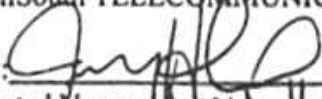
10. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

11. This Amendment contains the final, complete and exclusive statement of the agreements between the parties relating to the amendment of the Existing Agreement contemplated by this Amendment, and all prior and contemporaneous written or oral agreements relating to the extension of the Existing Agreement to US LEC-TN, US LEC-SC, US LEC-GA and/or US LEC-FL are merged herein and superseded.

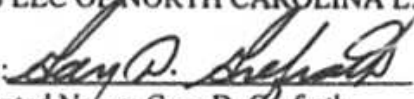
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate originals as of the date first set forth above, and by executing this Amendment each of US LEC-TN, US LEC-SC, US LEC-GA and US LEC-FL agree to be bound by the terms of the Existing Agreement, as amended by this Amendment, effective as of the date hereof.

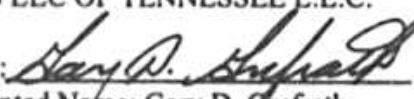
BellSouth TELECOMMUNICATIONS, INC.

By: 
Printed Name: Jerry D. Handley
Title: Director

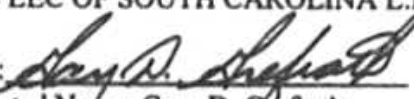
US LEC OF NORTH CAROLINA L.L.C.

By: 
Printed Name: Gary D. Grefrath
Title: Executive Vice President,
Regulatory & Administration

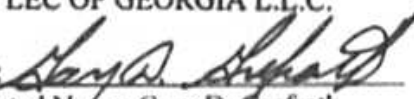
US LEC OF TENNESSEE L.L.C.

By: 
Printed Name: Gary D. Grefrath
Title: Executive Vice President,
Regulatory & Administration

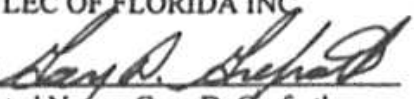
US LEC OF SOUTH CAROLINA L.L.C.

By: 
Printed Name: Gary D. Grefrath
Title: Executive Vice President,
Regulatory & Administration

US LEC OF GEORGIA L.L.C.

By: 
Printed Name: Gary D. Grefrath
Title: Executive Vice President,
Regulatory & Administration

US LEC OF FLORIDA INC

By: 
Printed Name: Gary D. Grefrath
Title: Executive Vice President,
Regulatory & Administration