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A. M. Lombardo
Regulatory Vice President

March 20, 1998

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

980399-TP

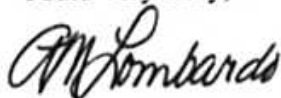
Re: Approval of an amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and 360 Communications Company pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and 360 Communications Company, a Commercial Mobile Radio Service provider, are submitting to the Florida Public Service Commission their negotiated amendment for the interconnection of their networks and the unbundling of specific network elements offered by BellSouth. The amendment was negotiated pursuant to sections 251, 252 and 271 of the Act.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated amendment between BellSouth and 360 Communications Company within 90 days of its submission. The Commission may only reject such an amendment if it finds that the amendment or any portion of the amendment discriminates against a telecommunications carrier not a party to the amendment or the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exist as to the amendment they have negotiated and that the Commission should approve their amendment.

Yours very truly,



Regulatory Vice President
(22)

DOCUMENT NUMBER-DATE

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FREC. REC'D BY REPORTING

SECOND AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN
360° COMMUNICATIONS COMPANY AND BELL SOUTH TELECOMMUNICATIONS,
INC. ("BellSouth")

WHEREAS, pursuant to sections 251 and 252 of the Telecommunications Act of 1996, 360° Communications Company and BellSouth entered into an interconnection agreement (the "Agreement") for the rates, terms, and conditions of the exchange of traffic between the parties to be effective March 1, 1997;

WHEREAS, the Agreement was approved by the Florida Public Service Commission on May 19, 1997, by the North Carolina Utilities Commission on May 14, 1997, by the South Carolina Public Service Commission on March 28, 1997, and by the Tennessee Regulatory Authority on February 3, 1998;

WHEREAS, the Agreement provided for an initial LATA-wide Additive that was included in Type 1 and Type 2A rates, subject to further negotiation by the parties; and

WHEREAS, 360° Communications Company and BellSouth have negotiated a final LATA-wide Additive as set forth herein.

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, 360° Communications Company and BellSouth hereby covenant and agree as follows:

1. Section V of the Agreement is hereby revised to read as follows:

V. Modification of Rates

The LATA-wide Additive reflected in Attachment B-1 for Type 1 and Type 2A rates is intended to compensate BellSouth for additional transport and other costs associated with transporting and terminating Local Traffic throughout a LATA instead of only within local calling areas as defined by the Commission as of the Effective Date. From the Effective Date until the expiration or termination of the Agreement, the LATA-wide Additive shall be the rate per minute in each state as set forth in Attachment B-1 (Amended). The parties shall make the adjustment, or "true-up" described in the original Section V of the Agreement for the purpose of applying the final LATA-wide Additive back to the Effective Date of the Agreement.

2. Attachment B-1 of the Agreement is hereby revised and replaced with Attachment B-1 (Amended) appended hereto and made a part hereof.

3. The parties agree that except as specifically modified by this Amendment all other provisions of the Agreement shall remain in full force and effect.

4. The parties further agree that either or both of the parties is authorized to submit this Amendment to the Commission or other regulatory body having jurisdiction over the subject matter of this Amendment for approval subject to Section 252(e) of the 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.

360° Communications Company

By: *[Signature]*

DATE: 3/9/98

BellSouth Telecommunications, Inc.

By: *[Signature]*

DATE: 3/4/98

ATTACHMENT B-1(Amended)

CMRS Local Interconnection Rates
(All rates are Per Minute of Use)

Florida

Type 1 (End Office Switched):	.003776	(Includes LATAwide Additive of .000516)
Type 2A (Tandem Switched):	.003776	(Includes LATAwide Additive of .000516)
Type 2B (Dedicated End Office):	.002	

North Carolina

Type 1 (End Office Switched):	.006758	(Includes LATAwide Additive of .000568)
Type 2A (Tandem Switched):	.006758	(Includes LATAwide Additive of .000568)
Type 2B (Dedicated End Office):	.004	

South Carolina

Type 1 (End Office Switched):	.006431	(Includes LATAwide Additive of .000493)
Type 2A (Tandem Switched):	.006431	(Includes LATAwide Additive of .000493)
Type 2B (Dedicated End Office):	.00221	

Tennessee

Type 1 (End Office Switched):	.003767	(Includes LATAwide Additive of .000497)
Type 2A (Tandem Switched):	.003767	(Includes LATAwide Additive of .000497)
Type 2B (Dedicated End Office):	.0019	