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150 South Monroe Street
Tallahassee, Florida 32301-1556

A. M. Lombardo
Regulatory Vice President

RECORDS AND
REPORTING

July 8, 1998

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

980833-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and ICG Telecom 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 ICG Telecom 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 ICG Telecom. The Commission approved the initial agreement between the companies in Order No. PSC-98-0221-FOF-TP issued February 5, 1998.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and ICG Telecom 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.

- ACK _____
- AFA _____
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Very truly yours,
A. M. Lombardo
A. M. Lombardo
Regulatory Vice President
(2)

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FPSC-RECORDS REPORTING

**AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND ICG TELECOM GROUP, INC.**

Pursuant to this Agreement (the "Agreement"), ICG Telecom Group, Inc. ("ICG") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated October 7, 1997 ("Interconnection Agreement").

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. ICG and BellSouth hereby covenant and agree as follows:

1. Until the state Public Service Commission or the FCC determines, in a final and non-appealable order, as referenced in Section 16.4, whether enhanced service provider and information service provider traffic is within the definition of Local Traffic, this traffic will be held for payment until the jurisdiction of such traffic is determined, except as noted below. The Parties will adjust, if necessary, their mutual compensation billing for local traffic termination to reflect the FCC's or Commission's decision. The period of adjustment shall be from the effective date of the original agreement dated October 7, 1997, to the date the order of the FCC or Commission becomes final and non-appealable, as referenced in Section 16.4. BellSouth and ICG will, in the interim, pay for local non-ISP/ESP traffic as specified in Attachment 3. Both parties agree to provide for fair and equitable treatment under this agreement, and BellSouth will not knowingly discriminate against ICG for the payment of reciprocal compensation for all local traffic. In particular, if BellSouth knowingly pays any CLEC for ISP/ESP traffic prior to a final and non-appealable order, then BellSouth shall pay ICG for such traffic within ten days regardless of whether there is a final and non-appealable order.
2. Neither Party waives its rights to appeal or otherwise challenge any such decision(s), and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of such decision(s).
3. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the Commission 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.

ICG Telecom Group, Inc.

Thomas E. Allen Jr
Signature

THOMAS E. ALLEN JR
Name

V. Gov't & Ext. Aff.
Title

5/8/98
Date

BellSouth Telecommunications, Inc.

Jerry D. Hendrix
Signature

Jerry D. Hendrix
Name

Director - Interconnection Services
Title

5/11/98
Date