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Tallahassee, Florida 32301-1556

A. M. Lombardo
Regulatory Vice President

July 13, 1998

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RECORDS AND
REPORTING

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

980884-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Orlando Business Telephone System 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 Orlando Business Telephone System 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 Orlando Business Telephone System. The Commission approved the initial agreement between the companies in Order No. PSC-97-1333-FOF-TP issued October 27, 1997.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Orlando Business Telephone System 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,

RECEIVED & FILED

A. M. Lombardo
Regulatory Vice President
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RECORDS AND REPORTING

**AMENDMENT
TO
MASTER INTERCONNECTION AGREEMENT BETWEEN
ORLANDO BUSINESS TELEPHONE SYSTEMS and
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JUNE 25, 1997**

Pursuant to this Agreement (the "Amendment"), Orlando Business Telephone Systems, Inc. ("OBTS") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties dated June 25, 1997 ("Interconnection Agreement").

WHEREAS, the Parties have implemented the Interconnection Agreement to connect the two networks; and

WHEREAS, the interconnection of the two networks through the leasing of facilities has generated a dispute regarding the appropriate access rates owed OBTS by BellSouth for termination of Interexchange Carrier ("IXC") switched access calls to ported numbers; and

WHEREAS, the Parties wish to amend the Interconnection Agreement to compromise and settle the dispute;

NOW THEREFORE, in consideration of mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OBTS and BellSouth hereby covenant and agree as follows:

1. Pursuant to Section 4.9 of Attachment 5 of the Parties Interconnection Agreement, until the tandem provider is able to provide the necessary switched access records to permit the other company to bill the IXC directly for terminating switched access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges, keep the Interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to the other company. If an IntraLATA call is delivered, the delivering company will pay terminating switched access rates to the other company.
2. For IXC switched access traffic ported to OBTS, where BellSouth is the tandem provider, BellSouth shall remit the local switching, a portion of transport and CCL revenues to OBTS at the rates reflected in OBTS's FCC approved Interstate Access Services Tariff, FCC No. 1, retroactive to the date of the first call terminated. Where OBTS is the tandem provider, OBTS shall remit the local switching, a portion of transport and CCL revenues to BellSouth at the rates reflected in BellSouth's FCC approved Interstate Access Service Tariff, FCC No. 1, retroactive to the date of the first call terminated.
3. For IntraLATA toll calls delivered to an OBTS ported number, BellSouth shall pay OBTS terminating switched access at the rates reflected in the Florida Price List contained in OBTS's Commission approved Intrastate Access Services Tariff retroactive to the date of the first call terminated. For IntraLATA toll calls delivered to a BellSouth

ported number, OBTS shall pay BellSouth terminating switched access at the rates reflected in BellSouth's Commission approved IntraState Access Service Tariff retroactive to the date of the first call terminated.

4. The payments made pursuant to this Amendment do not apply to the per-minute charge for local usage as set forth in the Parties Interconnection Agreement.

5. The terms of this Amendment reflect a compromise and settlement of a disputed claim by and between BellSouth and OBTS. By the execution of this Amendment, neither Party admits or accepts any liability, fault, or waiver of its position regarding the matter of the dispute. The terms of this Amendment shall not be utilized by either party as proof, evidence or support for the position of the other Party.

6. The Parties agree that all of the other provisions of the Interconnection Agreement, dated June 25, 1997, shall remain in full force and effect.

7. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, 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.

Orlando Business Telephone Systems


Signature

Herb Bornack
Name

Chief Executive Officer
Title

6/2/98
Date

BellSouth Telecommunications, Inc.


Signature

Terry D. Hendrix
Name

Director-Interconnection Services
Title

6/2/98
Date