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98 NOV -4 PH 4:38
A. M. Lombardo
Regulatory Vice President
RECORDS AND REPORTING

November 4, 1998

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

981533-TP

Re: Docket ~~981010-TP~~ Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and North American Telecommunications Corp. 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 North American Telecommunications Corp. 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 North American Telecommunications Corp.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and North American Telecommunications Corp. 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
(2)

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**Amendment I to Master Interconnection Agreement between
North American Telecommunications Corporation and
BellSouth Telecommunications, Inc.**

Pursuant to this Agreement (the "Amendment"), North American Telecommunications Corporation ("NATC") 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 July 29, 1998 ("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, NATC and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will, upon request, provide and NATC will accept and pay for Multiple Tandem Access, otherwise referred to as Single Point of Interconnection, as defined in 2. following:

2. This arrangement provides for ordering interconnection to a single access tandem, or at a minimum less than all access tandems, within the LATA for NATC's terminating local and intraLATA toll traffic and BellSouth's terminating local and intraLATA toll traffic along with transit traffic to and from other ALECs, Interexchange Carriers, Independent Companies and Wireless Carriers. This arrangement can be ordered in one way trunks and/or two way trunks consistent with the trunking arrangements contained in Attachment 3 of the Parties July 29, 1998 Interconnection Agreement. The only restriction to this arrangement is that all of NATC's NXXs must be associated with these access tandems, otherwise NATC must interconnect to each tandem where an NXX is "homed" for transit traffic switched to and from an Interexchange Carrier.

3. Local usage that cannot be recorded will be determined by applying NATC's reported Percent Local Usage as the parties shall develop as set forth in Attachment 3 of the Parties July 29, 1998 Interconnection Agreement.

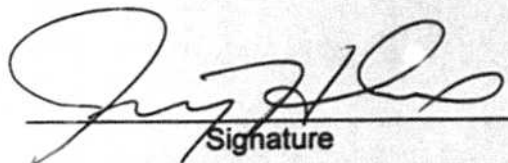
4. The Parties agree that all access traffic shall be billed on an elemental basis at the rates, terms and conditions reflected in BellSouth's Access Services Tariff.

5. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 29, 1998, shall remain in full force and effect.

6. Either or both of the Parties is authorized to submit this Amendment to each Public Service 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.

BellSouth Telecommunications, Inc.



Signature

Jerry D. Hendrix
Printed Name

Director-Interconnection Services-Pricing
Title

8/20/98
Date

North American Telecommunications Corporation



Signature

Carl Borruso
Printed Name

Vice President
Title

8/10/98
Date

DUPLICATE ORIGINAL