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 **BELLSOUTH**

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RECORDS AND
REPORTING

Marshall M. Criser III
Regulatory Vice President

August 2, 1999

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

991006-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Kexa d/b/a Capital Explorations Communications, Inc. 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 Kexa d/b/a Capital Explorations Communications, Inc. 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 Kexa d/b/a Capital Explorations Communications, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-99-0312-FOF-TP issued February 18, 1999 in Docket 981837-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Kexa d/b/a Capital Explorations Communications, Inc. 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,

Marshall M. Criser, III

Regulatory Vice President

(cc)

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment, dated 7/13/99, to the Interconnection Agreement entered into by and between **Kexa d/b/a Capital Explorations Communications, Inc.**, and BellSouth Telecommunications, Inc., dated 11/20/98, for the state(s) of Florida consists of the following:

ITEM	NO. PAGES
Amendment	2
Exhibit A	1
TOTAL	3

AMENDMENT
TO INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND KEXA, D/B/A CAPITAL EXPLORATIONS COMMUNICATIONS, INC.
DATED NOVEMBER 20, 1998

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth or Company") and Kexa, d/b/a Capital Explorations Communications, Inc. ("Capital") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated November 20, 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, BellSouth and Capital hereby covenant and agree as follows:

1. The Parties hereby agree to amend the Interconnection Agreement by inserting the following language into Section 2 of Attachment 2 of the Interconnection Agreement:

2.4 Unbundled Copper Loop (UCL)

2.4.1 In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop up to eighteen (18) kilofeet in length that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL may contain up to 6,000 ft of bridge tap.

2.4.1.1 The UCL Loop will be a designed circuit, provisioned with a test point and come standard with a DLR. Order Coordination (OC) will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.

2.4.1.2 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. CLEC may use the UCL loop for a variety of services, including xDSL (e.g. ADSL and HDSL) services, by attaching appropriate terminal equipment of CLEC's choosing. CLEC will determine the type of service that will be provided over the loop.

2.4.1.3 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance obligations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.

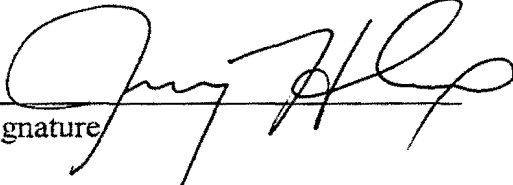
2.4.2 The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.

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2. The Parties agree that the rates for UCL are as set forth in the attached Exhibit A.
3. The Parties agree that all of the other provisions of the Interconnection Agreement, dated November 20, 1998 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 Florida 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.

BellSouth Telecommunications, Inc.



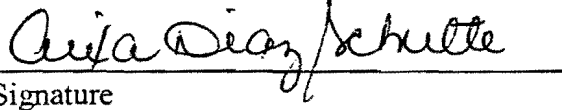
 Signature
 Jerry Hendrix

 Printed Name

Sr. Director-Interconnection Services
 Title

Date: 7/13/99

Kexa, d/b/a Capital Explorations Communications, Inc.



 Signature
 AIXA DIAZ Schulte

 Printed Name

President
 Title

Date: 6/30/99

Exhibit A: Summary of UCL Rates

<u>2-Wire Unbundled Copper Loop</u>	<u>Recurring</u>	<u>Nonrecurring</u>	<u>Nonrecurring</u>
		<u>First</u>	<u>Additional</u>
AL	\$21.00	\$450.00	\$375.00
FL	\$21.00	\$330.00	\$290.00
GA	\$21.00	\$450.00	\$375.00
KY	\$21.00	\$450.00	\$375.00
LA	\$21.00	\$450.00	\$375.00
MS	\$21.00	\$450.00	\$375.00
NC	\$21.00	\$450.00	\$375.00
SC	\$21.00	\$450.00	\$375.00
TN	\$21.00	\$450.00	\$375.00

<u>Order Coordination</u>	<u>Nonrecurring</u>
	<u>Each</u>
AL	\$65.00
FL	\$65.00
GA	\$65.00
KY	\$65.00
LA	\$65.00
MS	\$65.00
NC	\$65.00
SC	\$65.00
TN	\$65.00