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Tallahassee, Florida 32301-1556

Marshall M. Criser III
Regulatory Vice President

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RECORDS AND REPORTING

September 15, 1999

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

991395-JP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and NEXTLINK Florida, 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 NEXTLINK Florida, 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 NEXTLINK Florida, Inc.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and NEXTLINK Florida, 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
(22)

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FPSC-BUREAU OF RECORDS

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FPSC-RECORDS/REPORTING

**Amendment to Master
Interconnection Agreement between
NEXTLINK Florida, Inc. and
BellSouth Telecommunications, Inc.**

Pursuant to this Agreement (the "Amendment"), NEXTLINK Florida, Inc. ("NEXTLINK") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement ("the Agreement") between BellSouth and NEXTLINK dated June 23, 1998.

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, NEXTLINK and BellSouth hereby covenant and agree as follows:

1. BellSouth will provide, and NEXTLINK will accept and pay for Unbundled Dedicated Interoffice Transport-DS3 pursuant to the terms and conditions contained in section 11.3 of Attachment 2 of the Agreement.
2. The rates reflected in Exhibit 2-FL of Attachment 12, Pricing, to the Parties June 23, 1998 Master Interconnection Agreement are hereby deleted in their entirety and replaced with the rates reflected in Attachment 1 to this Amendment.
3. All of the other provisions of the Interconnection Agreement, dated June 23, 1998, shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the appropriate state Commissions 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.

By: 

Name: Jerry D. Hendrix

Title: Director-Interconnection Services-
Pricing

Date: 8/4/99

NEXTLINK Florida, Inc.

By: 

Name: R. Gregory Breetz, Jr.

Title: VP-Finance

Date: 8/2/99

The following rate elements as contained in Attachment 12, Exhibit 2-FLA, to the Master Interconnection Agreement dated June 23, 1998 are hereby deleted:

UNBUNDLED TRANSPORT	
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile, per month	NA
Interoffice Transport - Dedicated - DS3 - facility termination	NA
NRC - 1 st	NA
NRC - Add'l	NA

The following rate elements and associated rates shall replace the above noted rates in their entirety.

UNBUNDLED TRANSPORT	
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile, per month	\$ 10.22
Interoffice Transport - Dedicated - DS3 - Facility Termination	\$984.55
NRC - DS3 - Facility Termination - 1st	\$663.98
NRC - DS3 - Facility Termination - Add'l	\$329.91
NRC - Facility Termination - Disconnect Charge - 1 st	\$108.95
NRC - Facility Termination - Disconnect Charge - Add'l	\$106.01