

RECEIVED-FPSC



BellSouth Telecommunications, Inc
Suite 400
150 South Monroe Street
Tallahassee, Florida 32301-1556

850 224-7798
Fax 850 224-5073

SEP 29 PM 4:25
Marshall M. Criser III
Regulatory Vice President

RECORDS AND REPORTING

September 29, 1999

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

991475-TP

Re: Approval of four Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Telepak, 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 Telepak, Inc. are submitting to the Florida Public Service Commission four amendments 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 Telepak, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-99-0923-FOF-TP issued May 10, 1999 in Docket 990392-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Telepak, 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) RECEIVED & FILED

[Signature]
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

11794 SEP 29 99

FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between Telepak, Inc. and BellSouth Telecommunications, Inc., dated August 25, 1999, for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	4
Exhibit 1	2
TOTAL	6

**Amendment Number 1 to Interconnection Agreement
by and between
BellSouth Telecommunications, Inc.
And
Telepak Inc.
Dated March 4, 1999.**

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by Telepak Inc. ("Telepak") and BellSouth Telecommunications, Inc. ("BellSouth") on March 4, 1999. This Amendment ("Amendment") is made by and between Telepak and BellSouth and shall be deemed effective on the date executed by Telepak and BellSouth.

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, Telepak and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The Parties hereby agree to delete in its entirety Exhibit A of Attachment 1 of the existing Agreement in its entirety and replace it with Exhibit 1 of this Amendment.
2. The Parties agree to replace the OSS Rates contained in Table 1 of Attachment 11 for each state (i.e. Exhibit 1-AL, Exhibit 2-FL, Exhibit 3-GA, Exhibit 4-KY, Exhibit 5-LA, Exhibit 6-MS, Exhibit 7-NC, Exhibit 8-SC, Exhibit 9-TN) of their existing Agreement dated March 4, 1999, with the following rates:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, SC, FL, KY, MS, NC, TN
OSS Order charge, per LSR received from Telepak by one of the OSS interactive interfaces	\$3.50

3. The Parties agree to add the following language to Attachment 2 of their existing Agreement as Section 16.

16. Operational Support Systems (OSS)

The parties agree that Electronic Interface (EI) costs and manual work done by the LCSC will be recovered on a "per LSR" basis, with an individual LSR identified by its Purchase Order Number (PON). The CLEC will be assessed either the manual or mechanized charge for most accepted LSRs submitted to BellSouth. Manually submitted UNE LSRs will not incur the manual LSR charge in states that have a separate UNE manual additive. CLECs will be charged the manual rate for most LSRs submitted by mail, courier, fax, etc. CLECs will be charged the mechanized rate for LSRs submitted over any of the mechanized systems (e.g. LENS, EDI, EDI-PC, and TAG). A. Bill a single mechanized CLEC EI charge for each resale LSR delivered over an electronic interface. This charge recovers the development and expense costs associated with the CLEC EIs that are allocated to resale LSR volumes, as well as the manual processing associated with mechanized requests that "fall out" in the LCSC for manual handling.

B. Bill the same mechanized CLEC EI charge for each UNE LSR delivered over an electronic interface.

ORIGINAL

- C. Bill a single manual LSR charge for each resale LSR delivered manually that reflects the costs associated with the manual processing of those LSRs in the LCSC.
- D. Bill the same manual LSR charge for each manually submitted UNE LSR in those states that do not have a per element UNE non-recurring manual additive.
- E. Establish a transitional plan to bill the mechanized LSR charge for manual LSRs for CLECs who submit a significant proportion of their total LSR volume on a mechanized basis. This volume threshold will increase each year and be eliminated in 2002. This arrangement may be superceded by BellSouth with an LSR-specific process that would apply the mechanized LSR rate to only those manual LSRs which cannot be submitted over a mechanized system.

The regional average pricing plan establishes averaged prices that are the same regardless of:

- CLEC EI system used
- Action being requested on the LSR (order, change, deny, restore, cancel, disconnect, etc.)
- Number of supplements or clarifications received
- Number of service orders result from the LSR

Some CLECs presently provide lists of customers to be denied and restored, rather than individual LSRs. However, since each location on the list must have a separate PON, they will be billed as separate manual LSRs.

A CLEC will be charged for an accepted LSR that is later canceled by the CLEC.

At the present time, five states (AL, GA, LA, MS, SC) have a manual NRC additive per element for UNEs. This manual additive supercedes the manual LSR charge for manual UNE LSRs. Until the other four states adopt this methodology, BellSouth proposes that the manual LSR charge apply for manual UNE LSRs in those states.

UNEs

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces/USOC	\$3.50/SOMECH	\$3.50/SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces/USOC	See applicable rate element	\$19.99/SOMAN

In addition to OSS charges, applicable service order and related charges apply per the tariff.

The Parties agree that Telepak will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

The Parties agree that any charges BellSouth is unable to bill on April 15, 1999 will be trued up on or about July 1, 1999.

16.1

True-up

This section applies only to North Carolina and Tennessee.

The interim prices for Unbundled Network Elements, Local Interconnection and Ancillary Services referenced above shall be subject to true-up according to the following procedures:

1. The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment I of the Agreement.
2. The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment I of the Agreement, so long as they file the resulting agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.
3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
 - (a) BellSouth and CLEC is entitled to be a full party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

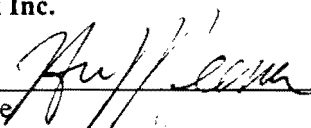
(c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

4. The Parties agree that all other provisions of the Agreement, dated March 4, 1999, shall remain in full force and effect.

5. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the 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.

Telepak Inc.



Signature

Ha Meena

Name

President

Title

8/24/99

BellSouth Telecommunications, Inc.



Signature

Jerry D. Hendrix

Name

Senior Director - Interconnection Services

Title

8/25/99

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Reseller for the purposes of resale to Reseller end users shall be available at the following discount off of the retail rate.

DISCOUNT*			
STATE	RESIDENCE	BUSINESS	CSAs***
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

The parties agree that Electronic Interface (EI) costs and manual work done by the LCSC will be recovered on a "per LSR" basis, with an individual LSR identified by its Purchase Order Number (PON). The CLEC will be assessed either the manual or mechanized charge for most accepted LSRs submitted to BellSouth. Manually submitted UNE LSRs will not incur the manual LSR charge in states that have a separate UNE manual additive. CLECs will be charged the manual rate for most LSRs submitted by mail, courier, fax, etc. CLECs will be charged the mechanized rate for LSRs submitted over any of the mechanized systems (e.g. LENS, EDI, EDI-PC, and TAG).

- A. Bill a single mechanized CLEC EI charge for each resale LSR delivered over an electronic interface. This charge recovers the development and expense costs associated with the CLEC EIs that are allocated to resale LSR volumes, as well as the manual processing associated with mechanized requests that "fall out" in the LCSC for manual handling.
- B. Bill the same mechanized CLEC EI charge for each UNE LSR delivered over an electronic interface.
- C. Bill a single manual LSR charge for each resale LSR delivered manually that reflects the costs associated with the manual processing of those LSRs in the LCSC.
- D. Bill the same manual LSR charge for each manually submitted UNE LSR in those states that do not have a per element UNE non-recurring manual additive.
- E. Establish a transitional plan to bill the mechanized LSR charge for manual LSRs for CLECs who submit a significant proportion of their total LSR volume on a mechanized basis. This volume threshold will increase each year and be eliminated in 2002. This arrangement may be superseded by BellSouth with an LSR-specific process that would apply the mechanized LSR rate to only those manual LSRs which cannot be submitted over a mechanized system.

The regional average pricing plan establishes averaged prices that are the same regardless of:

- CLEC EI system used
- Action being requested on the LSR (order, change, deny, restore, cancel, disconnect, etc.)
- Number of supplements or clarifications received
- Number of service orders result from the LSR

Some CLECs presently provide lists of customers to be denied and restored, rather than individual LSRs. However, since each location on the list must have a separate PON, they will be billed as separate manual LSRs. A CLEC will be charged for an accepted LSR that is later canceled by the CLEC.

At the present time, five states (AL, GA, LA, MS, SC) have a manual NRC additive per element for UNEs. This manual additive supercedes the manual LSR charge for manual UNE LSRs. Until the other four states adopt this methodology, BellSouth proposes that the manual LSR charge apply for manual UNE LSRs in those states.

RESALE

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS Order Charge	\$3.50	\$19.99
USOC	SOMECS	SOMAN

In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

The Parties agree that CLEC-1 will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

The Parties agree that any charges BellSouth is unable to bill on April 15, 1999 will be trued up on or about July 1, 1999.

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between Telepak, Inc. and BellSouth Telecommunications, Inc., dated August 25, 1999, for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	1
Exhibit – Attachment 3	4
TOTAL	5

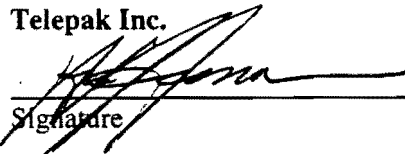
**Amendment to Interconnection Agreement
by and between
BellSouth Telecommunications, Inc.
And
Telepak, Inc.**

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by Telepak, Inc. ("Telepak") and BellSouth Telecommunications, Inc. ("BellSouth") on March 4, 1999. This Amendment ("Amendment") is made by and between Telepak and BellSouth and shall be deemed effective on the date executed by Telepak and BellSouth.

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, Telepak and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. BellSouth and Telepak agree that Attachment 3 of the Agreement will be amended to provide for Frame Relay Service as in Exhibit 1, incorporated herein by this reference.
2. The Parties agree that all other provisions of the Agreement, dated March 4, 1999, shall remain in full force and effect.
3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the 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.

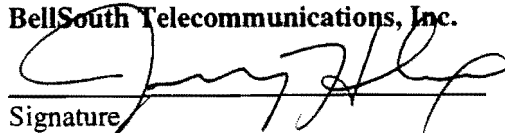
Telepak Inc.


Signature
Hu Meena

Name
President

Title
8/24/99

Date

BellSouth Telecommunications, Inc.


Signature
Jerry D. Hendrix

Name
Senior Director - Interconnection Services

Title
8/25/99

Date

ORIGINAL

9. **Frame Relay Service**

- 9.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Telepak's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which Telepak is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Telepak and BellSouth Frame Relay Switches in the same LATA.
- 9.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 9.3 Upon the request of either Party, such interconnection will be established where BellSouth and Telepak have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 9.4 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.
- 9.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 9.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").

Attachment 3

- 9.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
- 9.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Telepak may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number of VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies Telepak that it has found that this method does not adequately represent the PLCU.
- 9.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 9.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Telepak will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in either BellSouth's Interstate Access Tariff, FCC No. 1, or any Special Service Arrangement Agreement between the Parties. Telepak will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Telepak's PLCU.
- 9.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Telepak will pay, the total non-recurring and recurring charges for the NNI port. Telepak will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by Telepak's PLCU.
- 9.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 9.8 For the PVC segment between the Telepak and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.

- 9.9 Compensation for PVC rate elements will be calculated as follows:
Attachment 3
- 9.9.1 If Telepak orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Telepak Frame Relay switch, BellSouth will invoice, and Telepak will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and Telepak Frame Relay switches. If the VC is a Local VC, Telepak will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Telepak for the PVC segment.
- 9.9.2 If BellSouth orders a Local VC connection between a Telepak subscriber's PVC segment and a PVC segment from the Telepak Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Telepak will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Telepak Frame Relay switches. If the VC is a Local VC, Telepak will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Telepak for the PVC segment.
- 9.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No.1.
- 9.9.4 If Telepak requests a change, BellSouth will invoice and Telepak will pay a Feature Change charge for each affected PVC segment.
- 9.9.4.1 If BellSouth requests a change to a Local VC, Telepak will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 9.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 9.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.

Attachment 3

- 9.10 Telepak will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 9.5.3 above.
- 9.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.
- 9.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 9 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between Telepak, Inc. and BellSouth Telecommunications, Inc., dated August 25, 1999, for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	2
TOTAL	2

**AMENDMENT TO
BELLSOUTH/TELEPAK INC.
INTERCONNECTION AGREEMENT
DATED March 4, 1999**

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Telepak, Inc. ("Telepak"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 4, 1999 ("Interconnection Agreement").

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

1. The Parties hereby agree that paragraphs 2.3.1.3 through 2.3.1.3.2 shall be added to Attachment 2 Section 2 as follows:

2.3.1.3 Where it exists in BellSouth's network, BellSouth shall provide to Telepak 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 feet of bridge tap. The UCL is a dry copper loop and is not intended to support any particular telecommunications service. Telepak may use the UCL for a variety of services, including xDSL (e.g. ADSL and HDSL) services, by attaching appropriate Telepak terminal equipment. Telepak will determine the type of service that it will provide over the loop, as long as Telepak complies with the requirements for loop management outlined in BellSouth's Technical Requirements 73600.

2.3.1.3.1 The UCL will be a designed circuit, provisioned with a test point and come standard with a DLR. The Service Inquiry (SI) Process will be required to determine if facilities are available prior to issuing the order. Order Coordination (OC) will be offered as a chargeable option on all UCLs. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.

2.3.1.3.2 BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCLs.

ORIGINAL

2. The Parties further hereby agree that Attachment 11 of the Interconnection Agreement is hereby amended to incorporate the following rates herein by this reference:

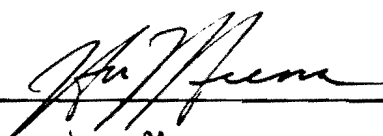
	AL	GA	LA	MS	SC	FL, KY, NC, TN
2-Wire Copper Loop (UCL), per month	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00
NRC - 1"	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00
NRC - Add'l	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00	\$375.00
NRC - Order Coordination	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
NRC-Increm Chrg-Manual Svc Ord -1st	\$27.37	\$18.94	\$18.14	\$25.52	\$44.42	NA
NRC-Increm Chrg-Manual Svc Ord -Adl	\$12.97	\$8.42	\$8.06	\$11.34	\$13.55	NA
NRC-Increm Chrg-Manual Svc Ord -Dis	\$17.77	NA	\$11.41	\$16.06	NA	NA

3. The Parties agree that all of the other provisions of the Interconnection Agreement shall remain in full force and effect.

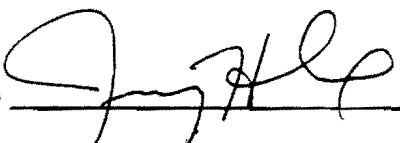
4. The Parties further agree that either or both of the Parties may submit this Amendment to the appropriate Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Telepak Inc.

By: 
 Name: Hu Meena
 Title: President
 Date: 8-24-99

BellSouth Telecommunications, Inc.

By: 
 Name: Jerry D. Hendrix
 Title: Sr. Director-Interconnection
 Services
 Date: 8/25/99

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between Telepak, Inc. and BellSouth Telecommunications, Inc., dated August 25, 1999, for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	1
Exhibit 1	3
TOTAL	4

08/27/99

Amendment 3 to Interconnection Agreement
by and between
BellSouth Telecommunications, Inc.
And
Telepak, Inc.

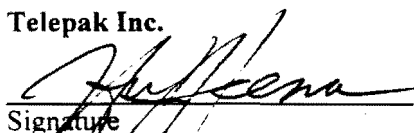
This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by Telepak, Inc. ("Telepak") and BellSouth Telecommunications, Inc. ("BellSouth") on March 4, 1999. This Amendment ("Amendment") is made by and between Telepak and BellSouth and shall be deemed effective on the date executed by Telepak and BellSouth.

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, Telepak and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. BellSouth and Telepak agree that Attachment 6 of the Agreement will be amended to include the terms for the Bulk List as is set forth in Exhibit 1, which is incorporated herein by this reference.
2. The Parties agree that all other provisions of the Agreement, dated March 4, 1999, shall remain in full force and effect.
3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the 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.

Telepak Inc.



Signature

Hu Meena

Name

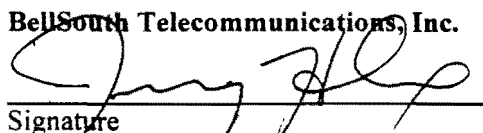
President

Title

8.24.99

Date

BellSouth Telecommunications, Inc.



Signature

Jerry D. Hendrix

Name

Senior Director - Interconnection Services

Title

8/25/99

Date

ORIGINAL

Attachment 6 - Ordering and Provisioning

4. Prequalifying Information.
- 4.1 BellSouth shall provide to Telepak a list of telephone numbers where BellSouth's records reflect that the telephone service presently provided by BellSouth to said telephone number is through a loop on which, to BellSouth's best determination, there are no load coils and which measures 1,300 ohms or less (hereinafter "Unique Bulk List") for each wire center for which Telepak requests that a Unique Bulk List be generated in compliance herewith ("Specified Wire Centers"). BellSouth represents and warrants that as of the date of this Amendment, for central office based DSLAM equipment, the transmission criteria which will be used to determine whether a telephone number is included in the Unique Bulk List shall be equivalent to the transmission criteria used in developing the Bulk List provided by BellSouth to BellSouth's wholesale ADSL service subscribers (the "Bulk List"). Such Unique Bulk List shall be provided to Telepak via an Internet web site accessible by Telepak by use of a password, or via other mutually agreeable electronic means. At the time Telepak submits its initial request for Specified Wire Centers, Telepak agrees to pay BellSouth a one-time charge of \$20,000 for systems programming required to enable BellSouth to provide the Unique Bulk List to Telepak. Provided Telepak pays BellSouth such amount, BellSouth shall provide such Unique Bulk List to Telepak within nine (9) weeks after the later to occur of the execution of this Agreement or Telepak's provision to BellSouth of the requested Specified Wire Centers. In order to assure compliance with Section 4.3 below, Telepak must be collocated in any Specified Wire Center that Telepak requests to be added to the Unique Bulk List, or Telepak must have submitted an application for collocation space pursuant to the terms and conditions found in Attachment 4 of this Agreement. Additions to the Specified Wire Centers contained in the Unique Bulk List may be generated by BellSouth as follows:
 - 4.1.1 Telepak shall provide to BellSouth a list of additional Specified Wire Centers no more than one (1) time per thirty (30) day period. Upon receipt of such list, BellSouth shall develop for such additional Specified Wire Center(s) the same information provided for the original Specified Wire Centers in the Unique Bulk List.
 - 4.1.2 The requested information for the additional Specified Wire Centers shall be made available to Telepak in the next update to the Unique Bulk List (as provided in Section 4.2 below) following such request, provided that BellSouth has received the request for additional Specified Wire Centers at least thirty (30) days prior to the release date of the next update.
- 4.2 BellSouth shall make available to Telepak, via web access or other mutually agreeable electronic means, an update to the Unique Bulk List, containing current information as set forth in Section 4.1 above for the original Specified Wire Centers and any additional Specified Wire Centers requested by Telepak. The updates to the Unique Bulk List shall be provided one (1) time per thirty (30) day period. Telepak agrees to pay BellSouth a monthly recurring charge of \$500, which includes all Specified Wire Centers for which BellSouth has received a timely request in accordance with Section 4.1.2 above, for each monthly update to the Unique Bulk List. Telepak may, with written notice to BellSouth, discontinue updates to the Unique Bulk List. If Telepak discontinues updates to the Unique Bulk List, BellSouth

shall have no obligation to provide subsequent updates pursuant to this Amendment, and Telepak shall not be required to pay for any further updates. Upon Telepak's request and after any discontinuance of updates to the Unique Bulk List in accordance with this paragraph, Telepak may request a copy of the Bulk List from BellSouth, and BellSouth shall provide the same within ten (10) days of such request. In addition, when available to BellSouth's ADSL service customers, BellSouth shall make available to Telepak the capability of electronically submitting via e-mail to BellSouth a list of BellSouth telephone numbers served from the wire centers contained in the Bulk List. BellSouth will respond, via e-mail, in the affirmative or the negative, as to whether the facilities over which the current service provided to said telephone number are technically able to support ADSL service based on the criteria then used by BellSouth for such determination and whether BellSouth's ADSL wholesale service is available for such telephone number. BellSouth makes no claim as to the accuracy of the response so provided, nor as to whether the response will be useful or beneficial to Telepak. BellSouth will provide said information on or at the same terms and conditions, time frames and cost as that provided to BellSouth's ADSL wholesale customers. The electronic submission procedure will be provided in lieu of updates to the Bulk List. Telepak's use of the Bulk List and the electronic query procedure described herein shall be subject to the same terms and conditions of use as required for the Unique Bulk List and as described in Section 4.3 hereof. BellSouth's obligation to provide to Telepak the Bulk List and/or any electronic query procedure shall terminate in the event BellSouth withdraws its offer to provide a Bulk List and/or an electronic query procedure to its ADSL wholesale service subscribers.

- 4.3 Said Unique Bulk List, as well as any updates to the Unique Bulk List provided to Telepak hereunder, shall be provided under the following terms and conditions:
- 4.3.1 BellSouth makes no claim as to, nor warrants, the accuracy or completeness of the Unique Bulk List or any updates thereto, and acknowledges that in some instances, the information in the Unique Bulk List will indicate that a loop will support ADSL service when in fact such loop will not support ADSL service. Similarly, the Unique Bulk List may indicate that a loop will not support ADSL service when in fact such loop would be capable of carrying ADSL service. BellSouth assumes no liability for such errors in the data provided through the Unique Bulk List, and Telepak agrees to accept the Unique Bulk List AS IS, WITH ALL FAULTS. Notwithstanding the preceding, BellSouth represents and warrants that BellSouth shall use the same standard of care used in producing the Unique Bulk List as BellSouth uses to produce the Bulk List
 - 4.3.2 As Telepak's intent is to provide ADSL service over non-designed voice loop(s), Telepak acknowledges BellSouth's right to reconfigure said loop(s) to optimize utilization of the voice network. Such reconfiguration could result in degradation or loss of the loop's ability to support ADSL service. BellSouth shall not be responsible or liable to Telepak or any other party for any loss of ADSL service over such loops. This condition also applies to subscribers of BellSouth's wholesale ADSL service and is set forth in the ADSL tariff. Any reconfiguration shall be conducted on a non-discriminatory basis.
 - 4.3.3 Telepak is responsible for acting within all applicable local, state, and federal law in its use of the Unique Bulk List, and agrees to utilize the Unique Bulk List only for

the purpose of pre-qualifying an end-user's eligibility for the provision of ADSL service over existing end user facilities. Telepak shall not utilize the Unique Bulk List as a marketing tool to evaluate wire centers for collocation, entry into a particular market or otherwise. Further, Telepak will not provide the Unique Bulk List, any portion or portions of the Unique Bulk List, copies of the Unique Bulk List, nor any information derived from the Unique Bulk List to others, including affiliates of Telepak, without the prior written consent of BellSouth, which consent shall be granted only at BellSouth's sole discretion.

- 4.3.4 Telepak acknowledges and agrees that in the event it desires to purchase an existing loop from BellSouth to provision voice service and ADSL service to an end user, Telepak shall submit the order to BellSouth with an order for BellSouth to disconnect its own voice service to such end user. To the extent Telepak desires to provide only ADSL service to the end user (or any other services other than voice services), Telepak shall submit an order for an additional loop and will not request a service disconnect from BellSouth to the end user.
- 4.3.5 Notwithstanding any limitation of liability or any other provision to the contrary contained in this Agreement, Telepak will indemnify, defend, and hold harmless BellSouth and any of its licensors, employees, or agents from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to use of the Unique Bulk List by Telepak unless due to the gross negligence or willful misconduct of BellSouth.
- 4.3.6 Telepak acknowledges and agrees that if it violates any of the provisions of this Section 4 of Attachment 6 of the Agreement and such violation is not cured within thirty (30) days after written notice from BellSouth specifying the violation, BellSouth will have the right to discontinue provision of updates to the Unique Bulk List and revoke and terminate Telepak's right to use the Unique Bulk List; provided, however, that in the event Telepak violates the same provision of this Section 4 three or more times in any calendar year, such notice and cure period shall no longer be required for that particular violation prior to BellSouth's discontinuance of updates to the Unique Bulk List and revocation of Telepak's right to use the Unique Bulk List as provided herein. BellSouth may exercise this right upon written notice to Telepak. In the event that BellSouth revokes Telepak's right to use the Unique Bulk List as described in this Section, Telepak shall immediately destroy or return all copies and/or components of the Unique Bulk List within forty-eight (48) hours of receipt of BellSouth's notice of revocation and termination.