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COMMISSION
CLERK

Marshall M. Criser III
Vice President
Regulatory & External Affairs

850 224 7798
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March 11, 2002

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

020221-TP

Re: Approval of Amendment to the Interconnection, Unbundling, and Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and XO Florida, Inc. f/k/a 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 XO Florida, Inc. f/k/a 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 XO Florida, Inc. f/k/a NEXTLINK Florida, Inc. The initial agreement between the companies was filed in Docket No. 980886-TP, on July 13, 1998, and was deemed effective by Order No. PSC-98-1324-FOF-TP on October 12, 1998.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting this amendment to the negotiated agreement between BellSouth and XO Florida, Inc. f/k/a 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 agree that neither of these reasons exists as to the agreement they have negotiated and therefore, as such this amendment should be deemed effective by operation of law on June 11, 2002.

Very truly yours,

Marshall M. Criser III
Regulatory Vice President (KA)

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**ATTACHMENT TO TRANSMITTAL LETTER
FOR CLEC Contracts and Adoption Papers**

The Agreement entered into by and between XO Florida, Inc. and BellSouth Telecommunications, Inc., dated February 4, 2002, for the state of Florida consists of the following:

ITEM	NO. PAGES
Subscriber Listing Information (SLI) Release	1
TOTAL	1

RELEASE OF SUBSCRIBER LISTING INFORMATION

This Release of Subscriber Listing Information is between BellSouth Telecommunications, Inc. ("BellSouth") and XO Florida, Inc. and XO Georgia, Inc. (collectively "XO") and is intended to be applicable in the states of Florida and Georgia:

Release of Subscriber Listing Information to Independent Publishers

Notwithstanding any provision(s) to the contrary, XO agrees to provide to BellSouth, and BellSouth agrees to accept, XO's Subscriber Listing Information (SLI) relating to XO's customers in the geographic areas covered by this Interconnection Agreement. XO authorizes BellSouth to release all such XO SLI provided to BellSouth by XO to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such XO SLI shall be intermingled with BellSouth's own customer listings and shall not be differentiated from the BellSouth listings or from the listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

No compensation shall be paid to XO for BellSouth's receipt of XO SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs on an ongoing basis to administer the release of XO's SLI, XO shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of XO's SLI, XO will be notified. If XO does not wish to pay its proportionate share of these reasonable costs, XO may instruct BellSouth that it does not wish to authorize its release of SLI to independent publishers, and XO may amend its interconnection agreement accordingly. Such amendment would become effective at such time that both parties have signed, and XO will be liable for all costs incurred up to that time. BellSouth shall not be liable for the content or accuracy of any SLI provided by XO under this Agreement. XO shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands, claims, suits, judgements, costs and expenses (including but not limited to reasonable attorneys fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate XO listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to XO any complaints received by BellSouth relating to the accuracy or quality of XO listings and subsequent updates. The XO listings and subsequent updates will be released consistent with BellSouth's required system changes and/or scheduling requirements.



Signature of Authorized Representative

DANA SHAFFER

Typed or Printed Name

Vice President

Title

ACCEPTED



BellSouth Telecommunications Inc.

2/4/2002