

BellSouth Telecommunications, Inc.
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August 1, 2002

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

RECEIVED FPSC
AUG - 1 PM 4:30
COMMISSION
CLERK

020860-TP

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and NewSouth Communications 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 NewSouth Communications 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 NewSouth Communications Corp.. The initial agreement between the companies was filed in FPSC Docket No. 010889-TP.

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 NewSouth Communications 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 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 October 30, 2002.

Very truly yours,

Marshall M. Criser III
(KA)
Regulatory Vice President

RECEIVED & FILED
M. Rockland
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
08091 AUG -1 02
FPSC-COMMISSION CLERK

**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And
NewSouth Communications, Corp.
Dated May 18, 2001**

Pursuant to this Agreement, (the "Amendment"), NewSouth Communications, Corp., ("NewSouth"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 18, 2001 ("Agreement").

WHEREAS, BellSouth and NewSouth entered into the Agreement on May 18, 2001, and;

WHEREAS, BellSouth and UniversalCom, Inc. entered into an Interconnection Agreement on May 25, 1999, (the "UniversalCom Agreement") and;

WHEREAS, UniversalCom, Inc. was merged into NewSouth on January 1, 2002, and;

WHEREAS, the Parties desire to amend the Agreement to incorporate all accounts of such entities under this Agreement and to terminate the UniversalCom 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, the Parties hereby covenant and agree as follows:

1. BellSouth agrees to furnish to NewSouth all services originally provisioned to UniversalCom, Inc. under the UniversalCom Agreement, pursuant to the terms of the Agreement, as amended. These services, and all obligations related thereto, are hereby transferred to NewSouth and will hereafter be controlled by the rates, terms and conditions of the Agreement.
2. NewSouth hereby assumes all obligations for services provided to UniversalCom, Inc. under the UniversalCom Agreement and agrees to pay BellSouth pursuant to the Agreement, upon demand, any account security, applicable service ordering charges, future, current, past due and presently outstanding bills

and charges which are attributed either to UniversalCom, Inc. or to NewSouth Communications, Corp. for such services or any new services.

5. NewSouth specifically agrees to assume the unexpired portion of the minimum term, and any termination liability, applicable to such services.
6. The undersigned is a duly authorized representative of NewSouth and UniversalCom, Inc. and is authorized to bind NewSouth and UniversalCom, Inc. to the terms and conditions contained herein.
7. The Parties agree to terminate the UniversalCom, Inc. Agreement on the effective date of this Amendment.
8. All of the other provisions of the Agreement, dated May 18, 2001, shall remain in full force and effect.
9. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities 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.

NewSouth Communications, Corp.

BellSouth Telecommunications, Inc.



Signature



Signature

Jake E. Jennings

Name

C.W. Boltz

Name

Vice President of Regulatory Affairs

Title

MANAGING DIRECTOR

Title

July 2, 2002

Date

7/8/02

Date