

ORIGINAL

BELLSOUTH

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AUG 29 2002

Marshall M. Criser III
Vice President
Regulatory & External Affairs

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FPSC-COMMISSION CLERK

August 29, 2002

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

020939-7P

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and North American Telecommunications Corporation 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 North American Telecommunications Corporation 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 North American Telecommunications Corporation. The initial agreement between the companies was filed in FPSC Docket No. 020194-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 North American Telecommunications Corporation 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 November 27, 2002.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President (LA)

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

The Agreement entered into by and between North American Telecommunications Corporation and BellSouth Telecommunications, Inc., dated 8/12/02, for the state of Florida consists of the following:

| ITEM | NO. PAGES |
|------------|--------------|
| Title Page | 2 |
| Exhibit 1 | 1 |
| TOTAL | 3 |

AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND NORTH AMERICAN TELECOMMUNICATIONS CORPORATION
DATED JUNE 12, 2001

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, and North American Telecommunications Corporation ("North American") a Florida corporation.

WHEREAS, The Parties desire to amend that certain Interconnection Agreement between BellSouth and North American dated June 12, 2001 (the "Interconnection Agreement") in order to incorporate terms, conditions, and rates for Unbundled Remote Call Forwarding;

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 North American hereby covenant and agree as follows:

Paragraph 4.1.7 of Section 4 in Attachment 2 of the Interconnection Agreement is hereby added as follows:

4.1.7 Remote Call Forwarding

4.1.7.1 As an option, BellSouth shall make available to North American an unbundled port with Remote Call Forwarding capability ("URCF service"). URCF service combines the functionality of unbundled local switching, tandem switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. When ordering URCF service, North American will ensure that the following conditions are satisfied:

4.1.7.1.1 That the end user of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such end user is different from the URCF service end user);

4.1.7.1.2 That the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;

4.1.7.1.3 That the URCF service will not be utilized to forward calls to another URCF or similar service; and

4.1.7.1.4 That the forward-to number (service) is not a public safety number (e.g. 911, fire or police number).

4.1.7.2 In addition to the charge for the URCF service port, BellSouth shall charge North American the rates set forth in Exhibit B for unbundled local switching, tandem switching, and common transport, including all associated usage, incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward- to number (service).

3. The rates in Exhibit 1 to this Amendment are hereby incorporated into Attachment 2, Exhibit C of the Interconnection Agreement.

4. The Parties agree that all of the other provisions of the Interconnection Agreement, dated June 12, 2001, 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 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.

This Amendment is made effective thirty (30) calendar days following the last signature of both Parties.

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

BellSouth Telecommunications, Inc.

By: *Pat C. Fink*

Title: MANAGING DIRECTOR

Date: 8/12/02

North American Telecommunications Corporation

By: *[Signature]*

Title: CEO

Date: 7/25/02

