

BellSouth Telecommunications, Inc.

Suite 400
150 South Monroe Street
Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

Marshall M. Criser III
Vice President
Regulatory & External Affairs

850 224 7798
Fax 850 224 5073

November 21, 2002

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

021179-TP

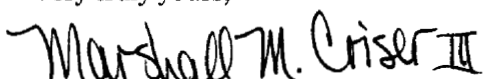
Re: Approval of the negotiated agreement for Interconnection, Unbundling, Resale and, Collocation by BellSouth Telecommunications, Inc. ("BellSouth") and Tristar Communications, Inc. pursuant to Sections 251,252 and 271 of the Telecommunications Act of 1996. (Tristar Communications, Inc. has adopted the BellSouth/KMC Telecom Holdings, Inc. agreement, and all amendments, in its entirety. The term of the adopted agreement can only be for the remaining term of the original CLEC agreement.)

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Tristar Communications, Inc. are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection, unbundling, collocation, and resale of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth telecommunications services to Tristar Communications, Inc., The agreement was negotiated pursuant to sections 251,252 and 271 of the Act. Please be advised that Tristar Communications, Inc. has adopted the BellSouth/ KMC Telecom Holdings, Inc. agreement in its entirety. The original agreement was approved in FPSC Docket No. 001701-TP. The term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Tristar Communications, Inc. within 90 days of its submission. 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 represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement. This agreement will be deemed effective by operation of law on February 19, 2003.

Very truly yours,


Regulatory Vice President (CA)

DOCUMENT NUMBER-DATE

12837 NOV 21 02

FPSC-COMMISSION CLERK

BELLSOUTH® / CLEC Agreement

Customer Name: Tristar Communications

TriStar Communications Renegotiation

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By and Between
BellSouth Telecommunications, Inc.
And
Tristar Communications



AGREEMENT

This Agreement, which shall become effective as of April 1, 2000, is entered into by and between TriStar Communications, ("TriStar") corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, TriStar has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and KMC Telecom Holdings, Inc. dated October 6, 2000 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, TriStar and BellSouth hereby agree as follows:

1. TriStar and BellSouth shall adopt in its entirety, with the exception of those changes outlined below, the KMC Telecom Holdings, Inc. Interconnection Agreement ("KMC Agreement") dated October 6, 2000 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The KMC Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	12
General Terms and Conditions	29
Attachment 1	33
Attachment 1 Rates	1
Attachment 2	78

Attachment 2 Rates	71
Attachment 3	29
Attachment 3 Rates	5
Attachment 4	71
Attachment 5	12
Attachment 5 Rates	1
Attachment 6	10
Attachment 7	20
Attachment 7 Rates	1
Attachment 8	2
Attachment 9	108
Attachment 10	10
Attachment 11	11
Attachment 12	3
Amendment dated 02/05/01	11
Amendment dated 02/27/01	5
Amendment dated 04/06/01	24
Amendment dated 06/21/01	116
Amendment dated 08/31/01	36
Amendment dated 5/1/02	33
Amendment dated 5/16/02	337
Amendment dated 5/31/02	9
TOTAL	1078

2. The Parties agree to include the following Sections in Attachment 2 of the KMC Agreement.

7.1.3.1 Unbundled Local Switching, together with Common Transport and, if necessary, Tandem Switching, provides to TriStar local subscribers local calling and the ability to presubscribe to a primary carrier for intraLATA toll service and a primary carrier for interLATA toll service.

7.1.3.2 Provided that TriStar purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an TriStar local end user, or originated by a BellSouth local end user and terminated to an TriStar local end user, or terminated to a BellSouth local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge TriStar the UNE elements for the BellSouth facilities

utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and TriStar shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

7.1.3.3 Where TriStar purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an TriStar end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge TriStar the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and TriStar shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

7.1.3.4 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill TriStar the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.

3. The Parties mutually agree to include the following new Section in Attachment 2 of the KMC Agreement.

10.7.3.2 BellSouth shall bill, and Tristar shall pay, for all applicable usage elements associated with Loop/Port Combinations at the rates set forth in Exhibit A and as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site. If traffic that is terminated by either Party constitutes ISP-bound traffic as described in the FCC's Order on Remand and Report and Order in CC Docket No. 96-98 and 99-68 released April 27, 2001 ("ISP Order on Remand"), and the originating Party has paid the terminating Party the end office switching charge for terminating the call, then the originating Party may request a credit from the terminating Party for the end office switching element for such ISP-bound traffic. The Party requesting the credit shall provide such request in writing and shall provide detailed records illustrating that, in accordance with the FCC's ISP Order on Remand, the ratio of originating to terminating

locally dialed minutes of use on a state wide basis exceeds a 3:1 threshold. Such request and subsequent true-up, if needed, shall occur no more than semi-annually.

4. The Parties hereby mutually agree to delete in their entirety Sections 6.1.1, 6.1.2, 6.1.3 and all subsections of 6.1.3, and 6.1.4 of Attachment 3 of the KMC Agreement and to replace them with the following:

- 6.1.1 Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.
- 6.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls between specific wire centers established as a local call by the ruling regulatory body.
- 6.1.2 ISP-bound Traffic is defined as calls to an Internet Service Provider or Information Service Provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by the calling party in one LATA to an ISP server or modem in the same LATA. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction. Additionally, any traffic that is dialed by using a 7 or 10 digit local dialing pattern and is delivered to a Party under this Agreement in excess of a 3:1 ratio of terminating to originating traffic will be considered to be ISP-bound Traffic.
- 6.1.3 Pursuant to the FCC's Intercarrier Compensation for ISP – Bound Traffic, Order on Remand and Report and Order, CC Dkt. Nos. 96-98 and 99-68, FCC 01-31 (rel. April 27, 2001) ("ISP Remand Order"), BellSouth hereby elects upon the effective date of the ISP Remand Order, to take advantage of the price and rate caps contained in that Order. The Parties will compensate each other on a mutual and reciprocal basis for transport and termination of Local Traffic at the rates set forth in Exhibit A of Attachment 3 to this Agreement. The Parties will compensate each other on a bill and keep basis for transport and termination of ISP-bound Traffic.



6.1.4 The elemental rates set forth in Exhibit A of this Attachment shall apply for MTA described in 1.9 above and for Transit Traffic as described in Sections 6.10 and 6.10.1 below.

5. The Parties hereby mutually agree to delete in its entirety Section 15 of Attachment 2 of the KMC Agreement and to replace it with the following:

15. Dark Fiber Transport

15.1 Dark Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. It may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for TriStar to utilize Dark Fiber Transport.

15.2 Dark Fiber Transport rates are differentiated between Local Channel, Interoffice Channel and Local Loop.

15.3 Requirements

15.3.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.

15.3.1.1 If TriStar's request for Dark Fiber is denied, upon written request of TriStar, subject to the requirements of nondisclosure and confidentiality set forth in the General Terms and Conditions of this Agreement, BellSouth will disclose the specific reasons for the denial. If TriStar disputes the availability of the Dark Fiber after receiving BellSouth's rationale, it may invoke the dispute resolution process set forth in the General Terms and Conditions.

15.3.2 If the requested Dark Fiber Transport has any lightwave repeater equipment interspliced to it, BellSouth will remove

such equipment at TriStar's request subject to time and materials charges.

- 15.3.3 TriStar is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.
- 15.3.4 BellSouth shall use its best efforts to provide to TriStar information regarding the location, availability and performance of Dark Fiber within ten (10) business days after receiving a request ("Service Inquiry") from TriStar ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to ninety (90) days after Confirmation, BellSouth shall hold such requested Dark Fiber for TriStar's use and may not allow any other party to use such media, including BellSouth. If a Dark Fiber firm order is not received within the ninety-day period, the fiber will revert to BellSouth's Dark Fiber inventory.
- 15.3.5 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to TriStar within twenty (20) business days after TriStar submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable TriStar to connect or splice TriStar provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.
- 15.3.6 TriStar may splice at the end points and test Dark Fiber Transport obtained from BellSouth using TriStar or TriStar designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber Transport. For fiber in underground conduit, BellSouth shall provide a minimum of 25 feet of excess cable to allow the uncoiled fiber to reach from the manhole to a splicing van.

6. The Parties hereby mutually agree to incorporate the following Section 3.6 into Attachment 4 of the KMC Agreement:

- 3.6 Co-carrier cross connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will

permit TriStar to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross connect language. At no point in time shall TriStar use the Collocation Space for the sole or primary purpose of cross-connecting to other CLECs.

- 3.6.1 The CCXC, shall be provisioned through facilities owned by TriStar. Such connections to other carriers may be made using either optical or electrical facilities. TriStar may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. TriStar may not self provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. TriStar is responsible for ensuring the integrity of the signal.
- 3.6.2 TriStar shall be responsible for obtaining authorization from the other CLEC(s) involved. TriStar must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. TriStar-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, TriStar may have the option of constructing its own dedicated support structure.
- 3.6.3 To order CCXCs TriStar must submit an application or subsequent application. If no modification to the Collocation Space is requested other than the placement of CCXCs the Subsequent Application Fee for CCXC as defined in Exhibit C will apply. If modifications in addition to the placement of CCXCs are requested the normal Application or Subsequent Application Fee will apply.

7. The Parties hereby mutually agree to delete in its entirety Section 21.1 of General Terms and Conditions of the KMC Agreement and to replace it with the following Section 21.1:

- 21.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to TriStar any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252 in that respective state. The Parties shall adopt all rates, terms and conditions concerning such other

interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The rates, terms and conditions adopted by the Parties shall be effective as of the date the Agreement is amended. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted.

8. The Parties mutually agree to include the following new Section in Attachment 12 of the KMC Agreement:

- 11.0 Upon request, a service or product requested by another carrier through the BFR/NBR process shall be available pursuant to an amendment to TriStar on the same rates, terms and conditions as set forth in the other carrier's amendment for such service or product.

9. The Parties hereby mutually agree to delete in its entirety Section 10.7 of Attachment 2 of the KMC Agreement and to replace it with the following Section 10.7:

10.7 UNE Port/Loop Combinations

10.7.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

10.7.2 BellSouth shall make available Currently Combined and not Currently Combined UNE port/loop combinations.

10.7.3 Except as set forth in section 5.6.3 below, the rates at which BellSouth shall provide Currently Combined UNE port/loop combinations and not Currently Combined UNE



port/loop combinations in the states of Georgia and Tennessee shall be the cost-based rates in Exhibit C.

10.7.4 The rates at which BellSouth shall provide not Currently Combined UNE shall credit TriStar's billing account for dial around compensation. TriStar shall pass such compensation to the payphone service provider it serves.

10.7.5 When TriStar orders loop/port combinations, and identifies to BellSouth the type of telecommunications service it intends to deliver to its end user customer through that combination (e.g., POTS, ISDN), BellSouth will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that BellSouth provides through its own network to its local exchange service customers receiving equivalent service, unless TriStar desires a lesser or greater quality of performance that may be requested through the Bona Fide Request process. For example, loop/ port combinations ordered by TriStar for POTS service will include, without limitation, MLT testing, real time due date assignment, dispatch scheduling via the offered interfaces in attachment 6, service turn-up without interruption of customer service, and speed and quality of maintenance, at parity with BellSouth's delivery of service to its POTS customers served through equivalent BellSouth loop and switch ports. BellSouth will provide ordering, provisioning and maintenance services at parity with the same services BellSouth provides to it's own end users or resold services as measured in Attachment 9 Performance Measures.

10.7.6 Combination Offerings

10.7.6.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.7.6.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common

transport facilities termination, tandem switching, and tandem trunk port.

- 10.7.6.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 10.7.6.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 10.7.6.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 10.7.6.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port..
- 10.7.6.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 10.7.6.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10. The Parties hereby mutually agree to delete in its entirety Section 5.2.1 of the General Terms and Conditions of the KMC Agreement and to replace it with the following Section 5.2.1:

- 5.2.1 Rates. So long as TriStar provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to TriStar one (1) primary White Pages listing per TriStar subscriber at no charge

other than applicable service order charges as set forth in Section A4 of the BellSouth General Subscriber Services Tariffs. These service order charges are applicable for resale services only. These service order charges are in addition to the OSS charges which are applicable for all services.

11. The Parties hereby mutually agree to delete in its entirety Attachment 7 of the KMC Agreement and to replace it with the new Attachment 7 which is attached hereto and incorporated herein by this reference.

12. In the event that TriStar consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of TriStar under this Agreement.

13 The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2.1 of the KMC Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the KMC Agreement, the effective date shall be October 6, 2000.

14. TriStar shall accept and incorporate any amendments to the KMC Agreement executed as a result of any final judicial, regulatory, or legislative action.

15 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203
and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

TriStar Communications

Mr. Elise Gross
3350 NW 22nd Terrace
Suite 1100B
Pompano Beach, Florida 33069

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.



IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

[Signature]
Signature

Jerry D. Hendrix
Name

Asst. Vice President
Title

8/13/02
Date

TriStar Communications

[Signature]
Signature

Elise Goss
Name

President
Title

08-13-02
Date