

ORIGINAL

BELLSOUTH

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

marshall.criser@bellsouth.com

February 10, 2003

Marshall M. Criser III
Vice President
Regulatory & External Affairs

850 224 7798
Fax 850 224 5073

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

030/47-TP

COMMISSION
CLERK

03 FEB 10 PM 4:49

RECEIVED FPSC

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Allegiance Telecom of Florida, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant the Telecommunications Act of 1996, BellSouth and Allegiance Telecom of Florida, Inc. are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection, unbundling of specific network elements, collocation of BellSouth networks, and resale of their telecommunications services to Allegiance Telecom of Florida, Inc.. The agreement was negotiated pursuant to sections 251,252 and 271 of the Act. The initial agreement between the companies was filed in FPSC Docket No. 021237-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 Allegiance Telecom of Florida, Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an amendment if it finds that the amendment, or any portion of the amendment, discriminates against a telecommunications carrier not a party to the amendment or if the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. Both parties agree that neither of these reasons exists as to the amendment they have negotiated. Therefore, this amendment should be deemed effective by operation of law on May 11, 2003.

Very truly yours,

Regulatory Vice President

(KA)

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R.V.N.
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

01373 FEB 10 3

FPSC-COMMISSION CLERK

**AMENDMENT
TO THE
AGREEMENT BETWEEN
ALLEGIANCE TELECOM OF FLORIDA, INC
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 10, 2002**

Pursuant to this Amendment, (the "Amendment"), Allegiance Telecom of Florida, Inc. ("Allegiance"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 10, 2002 ("Agreement") to be effective upon the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Allegiance entered into the Agreement on November 10, 2002 and;

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. The Parties agree to add the following language to Attachment 4 in Section 7.5.4 and Section 7.5.5:
 - 7.5.4 BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Allegiance's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Allegiance certifying the completion of the power reduction, including the removal of the power cabling by Allegiance's BellSouth Certified Supplier.
 - 7.5.5 If Allegiance requests a reduction in the amount of power that BellSouth is currently providing, Allegiance must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
2. All of the other provisions of the Agreement, dated November 10, 2002 shall remain in full force and effect.
3. 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.

Allegiance Telecom of Florida, Inc.

BellSouth Telecommunications, Inc.

By: Mary Albert

By: Edward R. A. Skrosch

Name: Mary C. Albert

Name: Edward R. A. Skrosch

Title: Vice President - Regulatory and Interconnection

Title: Assistant Director

Date: 1/8/03

Date: 1/9/2003