

ORIGINAL

**BELLSOUTH**

030490-TP

**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

June 5, 2003

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  
JUN -5 PM 4:31  
COMMISSION  
CLERK

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and WilTel Local Network, LLC f/k/a Williams Local Network, Inc.

Dear Mrs. Bayo:

Please find enclosed for filing and approval, an original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, Unbundling, Resale, and Collocation Agreement with WilTel Local Network, LLC f/k/a Williams Local Network, Inc..

If you have any questions, please do not hesitate to call Kathleen Arant at (850) 222-9380.

Very truly yours,

*Marshall M. Criser III*  
Regulatory Vice President (KA)

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16  
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DOCUMENT NUMBER-DATE  
05014 JUN-5 8  
FPSC-COMMISSION CLERK

**AMENDMENT  
TO THE  
INTERCONNECTION AGREEMENT BETWEEN  
WILLIAMS LOCAL NETWORK, LLC AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED NOVEMBER 23, 2002**

This Amendment is entered into by and between WiTel Local Network, LLC ("WiTel") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties," to amend that certain Interconnection Agreement between the Parties dated November 23, 2002, ("Agreement").

WHEREAS, Williams Local Network, LLC has changed the name of said business to WiTel Local Network, LLC, ("WiTel"), a Delaware limited liability company.

WHEREAS, the Parties desire that the Agreement be amended to reflect the correct corporate entity name.

NOW, THEREFORE, in consideration of the mutual promises and covenants 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 name of Williams Local Network, LLC ("WLN") in the Agreement is hereby deleted throughout the Interconnection Agreement and replaced with WiTel Local Network, LLC ("WiTel").
2. The Parties agree to remove Section 20.1 of the General Terms and Conditions from the Agreement and replace with a new Section 20.1 of the General Terms and Conditions as set forth below.

20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

**BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203  
General Terms and Conditions

And

General Attorney - COU  
Suite 4300  
675 W. Peachtree St.

Atlanta, GA 30375

**WiiTel Communications**

Attn: Mark Schwebke, MD TC-7W  
One Technology Center  
100 South Cincinnati  
Tulsa, OK 74103

Phone: 918-547-8961  
Fax: 918-547-1509  
Email: mark.schwebke@wgc.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

3. All of the other provisions of the Interconnection Agreement, dated November 23, 2002 shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the 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.

WiiTel Local Network, LLC

By: Ed McLaughlin

Name: Ed McLaughlin

Title: VP + GM Operations

Date: May 12, 2003

BellSouth Telecommunications, Inc.

By: Elizabeth R. A. Shrusshi

Name: Elizabeth R. A. Shrusshi

Title: Director

Date: 5/14/03



9/15/02