

BellSouth Telecommunications, Inc. 850 224-7798
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150 South Monroe Street
Tallahassee, Florida 32301-1556

Marshall M. Criser, III
Regulatory Vice President

March 9, 1999

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

990298-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and U. S. LEC of North Carolina, Inc. 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 U. S. LEC of North Carolina, Inc. 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 U. S. LEC of North Carolina, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-98-1331-FOF-TP issued October 12, 1998 in Docket 980901-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and U. S. LEC of North Carolina, Inc. 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 aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

Marshall M. Criser III
Regulatory Vice President

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(22)
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DOCUMENT NUMBER-DATE
03060 MAR-99
FPSC-RECORDS/REPORTING

**Third Amendment to Agreement between
US LEC
and
BellSouth Telecommunications, Inc.**

This Amendment ("Third Amendment") is made effective as of January 11, 1999 to that certain Agreement entered into on June 26, 1998, as amended on November 14, 1998 and December 23, 1998 ("the Existing Agreement"), between BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth"), and US LEC of North Carolina Inc., a North Carolina corporation ("US LEC-NC"), US LEC of Tennessee Inc., a Delaware corporation ("US LEC-TN"), US LEC of South Carolina Inc., a Delaware corporation ("US LEC-SC"), US LEC of Georgia Inc., a Delaware corporation ("US LEC-GA"), US LEC of Florida Inc., a North Carolina corporation ("US LEC-FL"), and US LEC of Alabama Inc., a North Carolina corporation ("US LEC-AL") (collectively, "US LEC"). This Third Amendment may refer to either BellSouth or US LEC or both as a "Party" or "Parties".

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 US LEC and BellSouth hereby covenant and agree as follows:

1. The charges for Interexchange Traffic separation in the state of Florida are as provided in Exhibit 1, incorporated herein by this reference.
2. 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 subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.
3. This Amendment shall remain effective only for the remaining months of the existing Agreement, which existing Agreement shall expire on June 15, 1999.
4. All other provisions of the existing Agreement shall remain in full force and effect.

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

BellSouth Telecommunications, Inc.

By: _____

Printed Name: Jerry Hendrix

Title: Director - Interconnection Services

Date: 2/12/99

US LEC of Florida Inc.

By: _____

Printed Name: Aaron D. Cowell, Jr.

Title: Executive Vice President and
General Counsel

Date: 2/9/99

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EXHIBIT 1

US LEC SE98-4374-00

Scope Description: Interexchange Traffic Separation

Scope of Work: This Special Service Arrangement provides Interexchange Traffic Separation in the state of Florida. The quote as indicated below represents the second phase of a three- phase process.

Rate Elements	Non-Recurring	Recurring
Florida		
1. Detail Quote Charge (per request)	\$281.00	\$0.00
2. Separate Interexchange traffic from other transient traffic in a 5ESS switch (per switch)	\$355.00	\$0.00
3. Separate Interexchange traffic from other Transient traffic in a DMS 100/200 switch (per switch)	\$180.00	\$0.00

NOTES:

All applicable rates and regulations for DS1 trunk service, as set forth in Section E6 of the Access Services Tariff, are applicable in addition to the rates and regulations contained in this Special Assembly.