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TALLAHASSEE

TALLAHASSEE OFFICE: 117 SOUTH GADSDEN TALLAHASSEE, FLORIDA 32301 (850) 222-2525 (850) 222-5606 FAX

August 11, 2000

BY HAND-DELIVERY

Blanca S. Bayo, Director Division of Records and Reporting Florida Public Service Commission Betty Easley Conference Center 4075 Esplanade Way Tallahassee, Florida 32399-0870

Re:

Docket Number 990691-TP

Dear Ms. Bayo:

On July 27, 2000, BellSouth submitted an executed Interconnection Agreement between BellSouth and ICG Telecom Group, Inc. Subsequently, the parties discovered that the description of the term of the agreement that appears on page 1 of Part A, General Terms and Conditions, does not comport with the intent of the parties and is inconsistent with other provisions of the contract. Instead of two years, the reference on that page should be to a term of three years.

The parties have prepared a corrected page. I have enclosed six copies of the revised page, and ask that the enclosed copies be substituted for those which were submitted earlier.

Thank you for your assistance.

Yours truly,

Joseph A. McGlothlin

Jae a. McBlothlin

APP
CAF
CMP
COM JAM/kmr
CTR
CC: Lee Fordham (w/attachment)
ECR
HEG Marshall M. Criser, III (w/attachment)
OPC Michael Goggin (w/attachment)
Mark Long (w/attachment)
SEC Jeff Binder (w/attachment)
SER
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General Terms and Conditions - Part A Page 1

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and ICG Telecom Group, Inc. ("ICG"), a Colorado corporation, and shall be deemed effective as of the date that the Florida Public Service Commission ("FLPSC") approves this Agreement. This agreement may refer to either BellSouth or ICG or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, ICG is an alternative local exchange telecommunications company ("ALEC") authorized to provide telecommunications services in the state of Florida; and

WHEREAS, the Parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and ICG agree as follows:

1. <u>Purpose</u>

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The access and interconnection obligations contained herein enable ICG to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that ICG will not be considered to have offered interconnection in any state within BellSouth's region until such time as it has ordered interconnection facilities for the purposes of providing business and/or residential local exchange service to customers

2. <u>Term of the Agreement</u>

2.1 The term of this Agreement shall be three years, beginning on January 1, 2000. This Agreement shall be effective on the date that the Florida Public Service Commission approves this Agreement.