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150 South Monroe Street  
Tallahassee, Florida 32301-1556

Marshall M. Criser III  
Regulatory Vice President

May 30, 2000

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

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RECORDS AND REPORTING

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and MCImetro Access Transmission Services, 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 MCImetro Access Transmission Services, 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 MCImetro Access Transmission Services, Inc. The Commission approved the initial agreement between the companies in Order No. 97-0723-FOF-TP issued June 19, 1997 in Docket 960846-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and MCImetro Access Transmission Services, 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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**ATTACHMENT TO TRANSMITTAL LETTER**

The Agreement entered into by and between MCImetro Access Transmission Services, L.L.C. and BellSouth Telecommunications, Inc., dated 04/26/2000, for the state of Florida consists of the following:

ITEM	NO. PAGES
Amendment	2
TOTAL	2

SEVENTH AMENDMENT  
TO MCIM/BELLSOUTH  
INTERCONNECTION AGREEMENT  
EFFECTIVE  
JUNE 19, 1997

Pursuant to this Amendment to the MCIm/BellSouth Interconnection Agreement (the "Amendment"), for the state of Florida, MCImetro Access Transmission Services, L.L.C. ("MCIm") and BellSouth Telecommunications, Inc. ("BellSouth"), herein referred to collectively as the "Parties," hereby agree to amend the MCIm/BellSouth Interconnection Agreement which was effective June 19, 1997("Interconnection Agreement").

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, MCIm and BellSouth hereby covenant and agree as follows:

1. The Parties hereby agree that the following shall be added to the Interconnection Agreement as Section 6.3 of Attachment VIII:

**6.3 Release of MCIm Directory Listings to Third Party Publishers**

6.3.1 MCIm agrees to provide BellSouth, and BellSouth agrees to accept, MCIm Subscriber Listing Information (SLI) relating to MCIm customers in the geographic area(s) covered by this Interconnection Agreement. MCIm authorizes BellSouth to release all such MCIm SLI provided to BellSouth by MCIm to qualifying third parties pursuant to BellSouth's General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time, pursuant to license agreement, as applicable. Such MCIm SLI shall be intermingled with BellSouth listings or from the listings of any other CLEC that has authorized a similar release of subscriber listing information. BellSouth will use good faith efforts to obtain state Commission approval of necessary modifications to Section A38.2 of its tariff, if applicable, to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the Commission of such state has approved modifications to such tariff.

6.3.2 No compensation shall be paid to MCIm for BellSouth's receipt of MCIm SLI, or for the subsequent release to third parties of such SLI. MCIm agrees that to the extent BellSouth incurs costs to modify its systems to enable the release MCIm's SLI, or costs on an ongoing basis to administer the release of MCIm's SLI, MCIm shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. Before BellSouth incurs any costs under this Section, it shall inform MCIm as of its good faith estimate of MCIm's share of such costs; and MCIm shall have the option of agreeing in writing to the costs, or discontinuing BellSouth's release of MCIm's SLI.

6.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by MCIm under this Agreement. MCIm shall indemnify, hold harmless and defend BellSouth from an against any damages, losses, liabilities, demands,

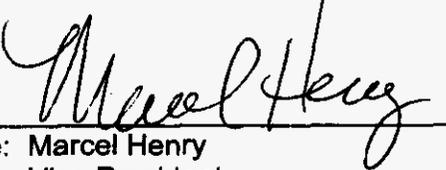
claims, suits, judgements, costs and expenses (including but not limited to reasonable attorneys fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate MCI listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to MCI any complaints received by BellSouth relating to the accuracy or quality of MCI's listings. The date for the initial release of MCI's listings and subsequent updates shall be negotiated by the Parties.

2. The Parties agree that all of the other provisions of the Interconnection Agreement shall remain in full force and effect.

3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

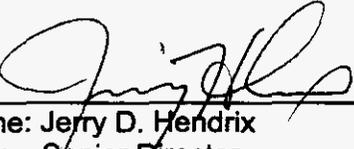
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**MCImetro Access Transmission  
Services, L.L.C.**

By:   
Name: Marcel Henry  
Title: Vice President

Date: April 24 2000

**BellSouth Telecommunications,  
Inc.**

By:   
Name: Jerry D. Hendrix  
Title: Senior Director

Date: 4/26/00