

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

850 224-7798 Fax 850 224-5073 Marshall M. Criser III Regulatory Vice President

February 27, 2001

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

Re: Docket 010186-TP Approval of an Interconnection Cross Connect Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

On February 8, 2001, BellSouth and ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom filed an Interconnection Cross Connect agreement for approval by the Florida Public Service Commission in Docket 001505-TP.

Attached is a replacement page 13, for the General Terms and Conditions that contains ITC^DeltaCom Communication's name, title and date.

Very truly yours,

arshall M. Crosen IIT

**Regulatory Vice President** 

Attachments

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### 18. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

### 19. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

### 20. Performance Standards and Measures

For purposes of this Agreement, Performance Standards and Measures shall be applied in compliance with any state or federal rule or regulation.

# 21. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

# BellSouth Telecommunications, Inc.

Signature ATTALA C. FENLEN Title 11/16/00

ITC^DeltaCom Communications, Inc.

-1011

Tom Mullis Name

<u>Vice President & Head General Counsel</u> Title

11/17/00 Date