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Benjamin W. Fincher
Attorney, State Regulatory

August 25, 1998

Blanca S. Bayo
Director, Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

981082-7P

In Re: Interconnection Agreement between Sprint Metropolitan Networks, Inc.
and BellSouth Telecommunications, Inc.

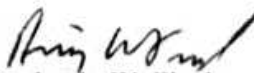
Dear Ms. Bayo:

Please find enclosed for filing, an original and fifteen copies of Agreement, as negotiated and executed, between Sprint Communications Company Limited Partnership ("Sprint", successor to Sprint Metropolitan Networks, Inc. "SMNI") and BellSouth Telecommunications, Inc. ("BellSouth"), in which the parties agree to terminate that interconnection agreement between SMNI and BellSouth and substitute, in lieu thereof, that interconnection agreement between Sprint and BellSouth.

This filing is being made jointly on behalf of Sprint and BellSouth. Pursuant to Section 252(e)(1) of the Telecommunications Act of 1996, we respectfully request that the Commission approve the Amendment to the Interconnection Agreement.

We are enclosing an extra copy of this transmittal letter. We ask that you please acknowledge receipt thereon and return to the undersigned in the enclosed, stamped and self-addressed envelope. Thank you for your assistance.

Sincerely,


Benjamin W. Fincher

BWF/

cc: Nancy White - BellSouth
C. Everett Boyd

MAIL ROOM
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FLORIDA PUBLIC SERVICE COMMISSION
TALLAHASSEE, FLORIDA

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

AGREEMENT

THIS AGREEMENT is entered into on this 15th day of July, 1998, between Sprint Communications Company Limited Partnership ("Sprint") and BellSouth Telecommunications, Inc. ("BellSouth"), (collectively the "Parties") in order to (1) terminate that certain interconnection agreement, as described herein, between Sprint Metropolitan Networks, Inc. ("SMNI", an affiliate and predecessor of Sprint) and BellSouth and (2) substitute in lieu thereof, that certain interconnection agreement, as described herein, between Sprint and BellSouth.

WITNESSETH:

WHEREAS, SMNI and BellSouth entered into an interconnection agreement, properly executed on March 13, 1997, effective retroactively to January 1, 1997, providing for interconnection arrangements in the State of Florida; and

WHEREAS, Sprint and BellSouth entered into an interconnection agreement, properly executed on July 1, 1997, effective July 1, 1997, providing for interconnection arrangements in the State of Florida; and

WHEREAS, SMNI was dissolved as a corporate entity on October 24, 1997; and

WHEREAS, SMNI's Alternative Local Exchange Company ("ALEC") certificate number 4390, issued by the Florida Public Service Commission, was transferred to Sprint and cancelled; and

WHEREAS, all Florida ALEC operations formerly conducted by SMNI are now conducted by Sprint pursuant to its ALEC certificate number 4732;

WHEREAS, the parties agreed under Paragraph 1 of that certain Compromise and Settlement Agreement, properly executed on May 15, 1998, that within 60 days of May 15, 1998, the interconnection agreement between SMNI and BellSouth, as described herein above, would be terminated and the parties would be bound by the terms and conditions of that interconnection agreement, as described herein above, between Sprint and BellSouth;

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, Sprint and BellSouth hereby covenant and agree as follows:

1. That certain interconnection agreement between SMNI and BellSouth, that became effective January 1, 1997, and as described herein above, is terminated in all respects and effective July 15, 1998, is no longer valid and binding between the parties.

2. That effective July 15, 1998, in lieu of the SMNI/BellSouth interconnection agreement described in paragraph 1 above, the parties agree to substitute, and be bound by, the terms and conditions of that certain interconnection agreement between Sprint and BellSouth, effective July 1, 1997 and as described herein above.

3. This Agreement shall be binding upon the Parties hereto, as well as their successors and assigns.

4. Each person who signs this Agreement in a representative capacity warrants that he or she is duly authorized to do so.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year above written.

SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

By: W. Richard Morris
W. RICHARD MORRIS
Vice President-Local Market Integration
7301 College Boulevard
Overland Park, Kansas 66210

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Jerry Hendrix
JERRY HENDRIX
Director-Interconnection Services and Pricing
675 West Peachtree Street
Room 34S91
Atlanta, Georgia 30375