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RECEIVED

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**PUBLIC SERVICE
COMMISSION**

May 15, 2001

Mr. Thomas M. Dorman
Executive Director
Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40601

00100-AM 02

RE: Supplemental Agreement Between Verizon South Inc. and Verizon Advanced Data Inc. ("VADI")

Dear Mr. Dorman:

Enclosed for joint filing by the parties, with the Kentucky Public Service Commission ("Commission"), are two copies of a Supplemental Interconnection Agreement executed between Verizon South Inc. ("Verizon") and Verizon Advanced Data Inc. ("VADI"). An executed 252(i) Adoption Letter and Supplemental Agreement was previously filed with this Commission on June 29, 2000, between the two companies which at that time were known as GTE South Incorporated and Bell Atlantic Network Data, Inc.

Also enclosed is an electronic copy of the Agreement in Microsoft Word 97 format on a 3.5 floppy diskette.

This Agreement is being provided to the Commission for its review and approval. Please bring this filing to the attention of the Commission, and if there are any questions, please contact me at your convenience.

Yours truly,

A handwritten signature in black ink that reads "Larry D. Callison".

Larry D. Callison

Enclosures

c: Mr. John S. Cullina - VADI

SUPPLEMENTAL AGREEMENT NO. 2

between

VERIZON SOUTH INC., f/k/a GTE SOUTH INCORPORATED

and

VERIZON ADVANCED DATA INC.

VERIZON SOUTH INC., f/k/a GTE SOUTH INCORPORATED ("Verizon"), a Virginia corporation, and VERIZON ADVANCED DATA INC. a Delaware corporation ("VADI"), enter into this Supplemental Agreement No. 2 regarding Collocation Services, dated as of June 29, 2000. Verizon and VADI each are referred to individually as a "Party" and collectively as the "Parties". This Supplemental Agreement No. 2 covers services in the state of Kentucky (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated March 15, 2000 (the "Adoption Letter"), VADI adopted in the State, pursuant to Section 252(i) of the Act, the interconnection agreement between @link Networks Inc. and Verizon (the "Terms");

WHEREAS, the Parties desire to supplement the Terms as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Parties agree that the terms and conditions set forth in the Collocation Attachment and Pricing Appendix to Collocation Attachment attached hereto shall govern the provisions of Collocation services.
2. Conflict between this Supplemental Agreement No. 2 and the Terms. This Supplemental Agreement No. 2 shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Supplemental Agreement No. 2. In the event of a conflict between the terms and provisions of this Supplemental Agreement No. 2 and the terms and provisions of the Terms, this Supplemental Agreement No. 2 shall govern, *provided, however*, that the fact that a term or provision appears in this Supplemental Agreement No. 2 but not in the Terms, or in the Terms but not in this Supplemental Agreement No. 2, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

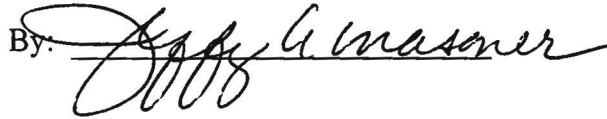
3. Counterparts. This Supplemental Agreement No. 2 may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Supplemental Agreement No. 2 have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Supplemental Agreement No. 2.

5. Scope of this Supplemental Agreement No. 2. This Supplemental Agreement No. 2 shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Supplemental Agreement No. 2, and, except to the extent set forth in Section 1 of this Supplemental Agreement No. 2, the terms and provisions of the Terms shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Supplemental Agreement No. 2 to be duly executed and delivered by their authorized representatives as of the date first set forth above.

**VERIZON SOUTH INC.,
f/k/a GTE SOUTH INCORPORATED**

By: 

Name: Jeffrey A. Masoner

Title: Vice President - Interconnection Services
Policy & Planning

**VERIZON ADVANCED DATA
INC.**

By: 

Name: John S. Cullina

Title: Secretary