

AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND THE OTHER PHONE COMPANY, INC. D/B/A ACCESS ONE
COMMUNICATIONS, INC.
DATED FEBRUARY 17, 2000

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, and The Other Phone Company, Inc. d/b/a Access One Communications, Inc. ("Access One") a Florida corporation.

WHEREAS, The Parties desire to amend that certain Interconnection Agreement between BellSouth and Access One dated February 17, 2000 (the "Interconnection Agreement") in order to incorporate rates established by the Order of the Kentucky Public Service Commission ("KPSC") in Case Number 382, dated April 12, 2001;

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, BellSouth and Access One hereby covenant and agree as follows:

1. Those interim rates established by the KPSC in Case Number 382 for the 2-wire SL1 VG Analog Loop in Kentucky are as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. The rate elements and rates associated with the 2-wire SL1 Voice Grade Analog Loop are hereby deleted from the NID/loop section, Loop-Port Combo section, and Ports section of Exhibit C, Attachment 2 of the Interconnection Agreement and replaced with the corresponding rates and rate elements in Exhibit 1.
3. The rates set forth in Exhibit 1, attached herein by reference, will be retroactive to April 20, 2001 and subject to true-up once final rates are ordered by the KPSC. The true-up process will be as set forth in Attachment 2, section 13.
4. Any rate element and rate for products or services in the Interconnection Agreement that is not expressly replaced by the rates and rate elements set forth in Exhibit 1 as described in paragraph 2 above shall remain in full force and effect in accordance with the terms of the Interconnection Agreement.

5. The Parties agree that all of the other provisions of the Interconnection Agreement, dated February 17, 2000, shall remain in full force and effect.
6. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Kentucky Regulatory Authority 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.

This Amendment is made effective upon the date that it is signed by both Parties.

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

BellSouth Telecommunications, Inc.

**The Other Phone Company, Inc.
d/b/a Access One
Communications, Inc.**

By: Signature on File

By: Signature on File

Title: Managing Director

Title: _____

Date: 5-29-01

Date: _____

Exhibit 1

NID/Loop section		
2-wire Analog VG Loop-SL1		
Zone 1*	UEAL2	\$13.54
Zone 2*	UEAL2	\$19.73
Zone 3*	UEAL2	\$28.27
NRC, with or without NID – First*	UEAL2	\$70.44
NRC, with or without NID – Additional*	UEAL2	\$44.05
Ports section		
2-wire voice unbundled port		
NRC– residence – First *	UEPRL	\$24.98
NRC– residence – Additional*	UEPRL	\$24.98
Loop-Port Combo section		
2-Wire Voice Grade Loop (SL1)		
RC - 2- Wire Voice Grade Loop - Zone 1*	UEPLX	\$13.54
RC - 2- Wire Voice Grade Loop - Zone 2*	UEPLX	\$19.73
RC - 2- Wire Voice Grade Loop - Zone 3*	UEPLX	\$ 28.27
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 *	Note 8	\$16.15
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2	Note 8	\$22.34
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 *	Note 8	\$30.88
* Interim, subject to true up		
Note 8: There is not a unique combination USOC. CLEC should submit the loop and port USOCs.		