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BELLSOUTH

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Marshall M. Criss, III
Regulatory Vice President

RECORDS AND
REPORTING

March 9, 1999

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

990299-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Florida Digital Network, 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 Florida Digital Network, 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 Florida Digital Network, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-98-1327-FOF-TP issued October 12, 1998 in Docket 980908-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Florida Digital Network, 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. Criss III

Regulatory Vice President

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DOCUMENT NUMBER - DATE

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FPSC-RECORDS/REPORTING

**FIRST AMENDMENT
TO
INTERCONNECTION AGREEMENT BETWEEN
FLORIDA DIGITAL NETWORK, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC. DATED JULY 1, 1998**

Pursuant to this Amendment (the "Amendment") Florida Digital Network, Inc. ("FDN") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the Interconnection Agreement dated July 1, 1998 ("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, FDN and BellSouth hereby covenant and agree as follows:

1. BellSouth shall make available to FDN **Branding for Operator Call Processing and Directory Assistance** under the following terms:
 - 1.1 The BellSouth Operator Systems Branding Feature Provides a definable announcement to FDN end users using Directory Assistance(DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows FDN to have its calls custom branded with the FDN name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator call Process, and Directory Assistance are set forth in Exhibit A.
 - 1.2 BellSouth offers four services levels of branding to FDN when ordering Directory Assistance and/or Operator Call Processing.
 - 1.2.1 Service Level 1 - BellSouth Branding
 - 1.2.2 Service Level 2 - Unbranded
 - 1.2.3 Service Level 3 - Custom Branding
 - 1.2.4 Service Level 4 - Self Branding (applicable only to FDN for Resale, or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

1.3 For Resell and use with an Unbundled Port

1.3.1 BellSouth Branding is the Default Service Level.

1.3.2 Unbranding, Custom Branding, and Self Branding require FDN to order selective routing for each originating BellSouth end office identified by the FDN. Rates for Selective Routing are set forth in Exhibit A.

1.3.3 Customer Branding and Self Branding require FDN to order dedicated trunking from each BellSouth end office identified by FDN, to either the BellSouth Traffic Operator Position System (TOPS) or the FDN Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

1.3.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by FDN to the BellSouth TOPS. These calls are routed to "No Announcement."

1.4 Facilities Based

1.4.1 All Service Levels require FDN to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

1.4.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which FDN requires service.

Directory Assistance customized branding uses:

- the recording of the name
- the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

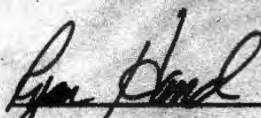
Operator Call Processing customized branding uses:

- the recording of the name
- the front-end loading of the DRAM in the TOPS Switch
- the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS)

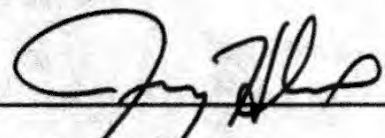
- the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).
2. BellSouth will provide to FDN purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. FDN customers may use the same dialing arrangements as BellSouth customers, but obtain a FDN branded service
 3. All of the other provisions of the Interconnection Agreement, July 1, 1998, shall remain unchanged and in full force and effect.
 4. Either of the Parties is authorized to submit this Amendment to the Florida Public Service Commission 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.

Florida Digital Network, Inc.

By: 
Name: Ryan Hand
Title: V.P. OPS/ENG.
Date: 2/24/99

BellSouth Telecommunications, Inc.

By: 
Name: Jerry D. Hendrix
Title: Director-Interconnection Services/Pricing
Date: 2/27/99

"EXHIBIT A"

The recording and loading charges are non-recurring unless FDN elects to change the recorded name or requires access to additional TOPS Switches. Customized Branding is limited to the FDN.

RECORDING AND LOADING CHARGES FOR CUSTOM BRANDING	
Directory Assist Call Completion Access Svc (DACC), per call attempt	\$0.058
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	\$0.0086
Number Services Intercept per Intercept Query Update	\$0.0055
Directory Assistance Access Service Calls, per call	\$0.3136
Professional recording of name (DA alone)	\$2,500.00
Professional recording of name (OCP alone)	\$4,500.00
Professional recording of name (DA and OCP)	\$4,500.00
DRAM or front-end loading, per TOPS switch	\$250.00
AABS or back-end loading, per IVS	\$225.00
EBAS or 0- automation loading, per NAV shelf	\$270.00

SELECTIVE ROUTING		
	Recurring Rate	Non-Recurring Rate
Selective Routing for Line CLASS Code	\$0.00	\$230.00, Per End Office, Per Line CLASS code