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BellSouth Telecommunications, Inc. 850 224-7798
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150 South Monroe Street
Tallahassee, Florida 32301-1556

Marshall M. Criser III
Regulatory Vice President

May 5, 2000

ORIGINAL

RECORDS AND REPORTING

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000536-TP

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

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, 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 BlueStar Networks, 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 BlueStar Networks, Inc. The Commission approved the initial agreement between the companies in Order No. 00-0786-FOF-TP issued April 21, 2000 in Docket 000056-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and BlueStar Networks, 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. Criser III

Regulatory Vice President

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ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between BlueStar Networks, Inc. and BellSouth Telecommunications, Inc., dated April 25, 2000, for the states of Florida, Georgia, Kentucky and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	3
Total	3

04/26/00

**INTERIM AMENDMENT
TO THE
INTERCONNECTION AGREEMENTS BETWEEN
BLUESTAR NETWORKS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
APRIL 25, 2000**

Pursuant to this Interim Amendment (the "Interim Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. ("CLEC"), hereinafter referred to collectively as the "Parties," hereby agree to amend those certain Interconnection Agreements between the Parties dated December 7, 1999 (Alabama, Louisiana, Mississippi, and South Carolina), December 28, 1999 (Florida, Georgia, Kentucky, and Tennessee), and August 20, 1999 (North Carolina) (collectively, the "Interconnection Agreement").

WHEREAS, the Federal Communications Commission issued In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket Nos. 98-147 and 96-98, Third Report and Order in CC Docket 98-147 and Fourth Report and Order in CC Docket No. 96-98, (Rel. Dec. 9, 1999) (hereafter the "Line Sharing Order");

WHEREAS, the Line Sharing Order requires BellSouth to provide competitive local exchange carriers access to the High Frequency Loop Spectrum as an unbundled network element ("High Frequency Loop Spectrum") throughout the BellSouth region no later than June 6, 2000; and

WHEREAS, CLEC has expressed a desire in purchasing the High Frequency Loop Spectrum when it becomes available.

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 CLEC hereby agree as follows:

- 1.0 BellSouth will, upon CLEC's request, provide CLEC the ability to order splitters to be used in connection with BellSouth's full commercial implementation of the FCC's Line Sharing Order. Splitters to be deployed in all states in BellSouth's region may be ordered upon execution of this Interim Amendment.
- 2.0 CLEC will bear its pro rata share of the costs associated with such splitters ordered in conjunction with full commercial implementation of the FCC's Line Sharing Order. Such costs will be addressed in the final Amendment to the Interconnection Agreement relating to BellSouth's providing CLEC with access to the High Frequency Loop Spectrum ("High Frequency Spectrum Amendment").
- 3.0 The following conditions shall apply to the purchase of splitters:

- 3.1 Initially, BellSouth will select, purchase, install, and maintain a central office POTS splitter and permit CLEC to interconnect to data ports on the splitter. CLEC shall thereafter purchase ports on the splitter as set forth more fully below.
- 3.2 BellSouth will install the splitter in (i) a common area close to the CLEC collocation area, if possible; or (ii) in a BellSouth relay rack as close to the CLEC DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified CLEC DS0 at such time that a CLEC end user's service is established.
- 3.3 CLEC may only order splitter ports in increments of twenty-four (24) or ninety-six (96) ports.
- 3.4 BellSouth will begin accepting orders for access to the High Frequency Spectrum only upon execution of a final Amendment to the Interconnection Agreement presently being negotiated by the Parties. Upon execution of said amendment, BellSouth will begin accepting orders on or after June 6, 2000.
- 4.0 All terms and conditions of this Interim Amendment shall be superseded in their entirety by the High Frequency Spectrum Amendment.
- 5.0 This Interim Amendment shall not modify the existing Interconnection Agreement between the Parties, including the rates stated therein, except as expressly stated herein.
- 6.0 All other provisions of the Interconnection Agreement, together with all amendments in effect as of the date of execution of this Amendment, shall remain in full force and effect.
- 7.0 Either or both of the Parties is authorized to submit this Amendment to the appropriate Commission 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.
- 8.0 The Parties agree that the prices reflected herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement, including the Federal Communications Commission (hereinafter "Commission"). Under the "true-up" process, the price for each service shall be multiplied by the volume of that service purchased to

arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to CLEC. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that such differences shall be resolved through the dispute resolution procedures specified in section 11 of the General Terms & Conditions of the Interconnection Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the date indicated below.

BlueStar Networks, Inc.

Norton Cutler
Authorized Signature
Norton Cutler
VP Regulatory + General Counsel
Print or Type Name

Title

Date

4/25/00

BellSouth Telecommunications, Inc.

Jerry D. Hendrix
Authorized Signature
Jerry D. Hendrix
Sr. Director
Print or Type Name

Title

Date

4/25/00