

**AMENDMENT
TO THE
AGREEMENT BETWEEN
XO FLORIDA, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JUNE 23, 1998**

Pursuant to this Amendment (the "Amendment"), XO Florida, Inc. ("XO") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 23, 1998 ("Agreement").

WHEREAS, BellSouth and XO entered into the Agreement on June 23, 1998, and;

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, the Parties hereby covenant and agree as follows:

1. Section 2.2.6 of Attachment 2 of the Agreement is hereby amended to add the following sections 2.2.6.1 through 2.2.6.3
 - 2.2.6.1 Due to technical limitations associated with certain Digital Loop Carrier (DLC) systems, some ISDN-capable loops that are provisioned using DLC systems may not support IDSL (Integrated Digital Subscriber Line) service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.
 - 2.2.6.2 Instead, BellSouth agrees to offer the Universal Digital Channel (UDC), which may also be referred to as an IDSL-capable loop as a part of its Unbundled Digital Loop offerings. The UDC loop is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.
 - 2.2.6.3 Like the ISDN-capable loop, the UDC loop may be provisioned on copper or through a DLC system. However, when UDC loops are provisioned using a DLC system, BellSouth will ensure that they are only provisioned on time slots that are compatible with data-only services such as IDSL.
2. Section 2.2.7 of Attachment 2 of the Agreement is hereby deleted in its entirety and replaced with a new 2.2.7 as follows:
 - 2.2.7 As a chargeable option on all unbundled loops, except Universal Digital Channel (UDC), BellSouth will offer Order Coordination – Time Specific (OC-TS). This will allow XO the ability to specify the time that the coordinated conversion takes place. The order coordination-time specific rates are contained in Attachment 12 and are applied on a per order basis. BellSouth shall refund such order coordination-time specific rate if the conversion does not occur at the time XO specifies in its LSR pursuant to Section 2.3.2. XO

will order unbundled loops and pay appropriate charges for such loops as set forth in Attachment 12.

3. Attachment 12 of the Agreement is amended to add the rates for Universal Digital Channel (UDC), which are attached hereto as Exhibit 1.
4. All of the other provisions of the Agreement, dated June 23, 1998, shall remain in full force and effect.
5. Either or both of the Parties is authorized to submit this Amendment to each 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.

BellSouth Telecommunications, Inc.

XO Florida, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1

BELLSOUTH/XO FLORIDA RATES
 NETWORK ELEMENTS
 AND OTHER SERVICES

DESCRIPTION	USOC	FL
2-Wire Universal Digital Channel (UDC) , statewide, per month	UDC2X	NA
Zone 1, per month	UDC2X	\$32.34
Zone 2, per month	UDC2X	\$47.35
Zone 3, per month	UDC2X	\$104.47
Zone 4, per month	UDC2X	NA
NRC - 1st	UDC2X	\$306.00
NRC - Add'l	UDC2X	\$283.00
NRC - Disconnect Charge - 1st	UDC2X	\$111.10
NRC - Disconnect Charge - Add'l	UDC2X	\$18.28
NRC - Service Order submitted Electronically, per LSR	SOMEK	\$2.75
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEK	\$0.42
NRC - Service Order submitted Manually, per LSR	SOMAN	\$21.56
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	\$3.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$36.18