

BellSouth Telecommunications, Inc.
Suite 400
150 South Monroe Street
Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

Marshall M. Criser III
Vice President
Regulatory & External Affairs

850 224 7798
Fax 850 224 5073

RECEIVED-FPSC
02 APR -5 PM 12:52
COMMISSION
CLERK

April 5, 2002

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

020309-7P

Re: Approval of Two Amendments to the Interim 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 initial agreement between the companies was filed in 020193-TP, on March 7, 2002, and will be deemed effective by operation on law on June 7, 2002.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting this amendment to 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 agree that neither of these reasons exists as to the agreement they have negotiated and therefore, as such this amendment should be deemed effective by operation of law on July 5, 2002.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President (KA)

RECEIVED & FILED
RXM
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
03862 APR -5 02
FPSC-COMMISSION CLERK

**AMENDMENT
TO THE
AGREEMENT BETWEEN
FLORIDA DIGITAL NETWORK, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED SEPTEMBER 5, 2001**

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 that certain Interconnection Agreement between the Parties dated September 5, 2001 ("Agreement").

WHEREAS, BellSouth and FDN entered into the Agreement on September 5, 2001, and;

WHEREAS, BellSouth and FDN amended the Interim Agreement to include a new Section 6 and all its subsections and,

WHEREAS, The Parties desire to change the effective date of the Amendment;

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. The Amendment to the Interim Agreement dated March 12, 2002 is amended to make the effective date of the Amendment March 12, 2002 for all terms, conditions, and rates.
2. All of the other provisions of the Agreement, dated September 5, 2001, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

This Amendment shall be deemed effective the date of the last signature of both Parties.

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: Kevin J. Monke
Name: KEVIN J. MONKE
Title: V.P. SERVICE DELIVERY
Date: 3-15-02

BellSouth Telecommunications, Inc.
By: C.W. Bolte
Name: C.W. BOLTE
Title: MANAGING DIRECTOR
Date: 3-15-02

**AMENDMENT
TO THE
AGREEMENT BETWEEN
FLORIDA DIGITAL NETWORK, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED SEPTEMBER 5, 2001**

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 that certain Interconnection Agreement between the Parties dated September 5, 2001 ("Agreement").

WHEREAS, BellSouth and FDN entered into the Agreement on September 5, 2001, 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. The Interim Agreement entered into between FDN and BellSouth is hereby amended to include a new Section 6 and all its subsections as follows:
 - 6. CLEC to CLEC Conversions for Unbundled Loops**
 - 6.1.1 CLEC to CLEC Conversion for Unbundled Loops may be used by FDN when converting an existing unbundled loop from another CLEC for the same end-user.
 - 6.1.1.1 The loop type being converted must be included in FDN Interconnection Agreement before requesting a conversion. FDN must have an end-user letter of authorization (LOA) on file (it must be available if requested by BellSouth).
 - 6.1.1.2 The loop being converted must be the same loop type with no requested changes to the loop; must be at the same end-user location and the same serving wire center. The loop conversion must not require an outside dispatch.
 - 6.1.1.3 For the conversion process, Order Coordination comes standard on 2 Wire Unbundled Voice Loop-SL2, 4 Wire Unbundled Voice Loop, 2 Wire ADSL Compatible Loop, 2 and 4 Wire HDSL Compatible Loop, 2 Wire Unbundled ISDN Loop, 2 Wire Unbundled Universal Digital Channel Loop, 4 Wire Unbundled Digital/DSO (19.2/56/64 kbps), and 4 Unbundled DS1/ISDN Loop.
 - 6.1.1.4 Order Coordination is available as a chargeable option on Unbundled Voice Loop-SL1, Unbundled Copper Loop-Non Designed, and Unbundled Copper Loop-Designed.
2. Attachment 1, Exhibit A Rates is hereby modified to include the rates for CLEC to CLEC Conversions for Unbundled Loops as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.

3. All of the other provisions of the Agreement, dated September 5, 2001, shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

This Amendment shall be deemed effective 30 calendar days following the date of the last signature of both Parties.

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: Mike Gallagher
Title: CEO
Date: March 8, 2002

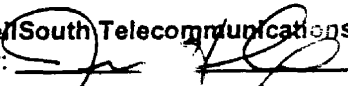
BellSouth Telecommunications, Inc.
By: 
Name: Len J. Hendric
Title: Exec. Director
Date: 3/12/02

EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Florida															
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
<p>The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm</p>															
OPERATIONAL SUPPORT SYSTEMS															
<p>NOTE: (1) Electronic Service Order - FDN should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. FDN may elect either the state specific Commission ordered rates for the electronic service ordering charges, or FDN may elect the regional electronic service ordering charge.</p>															
<p>NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMECE rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMECE rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.</p>															
	Manual Service Order Charge, Disconnect Only (FL)											SOMAN			1.83
	Electronic OSS Charge, per LSR, submitted via BST's OSS Interactive Interfaces (Regional)											SOMECE			3.50
UNBUNDLED EXCHANGE ACCESS LOOP															
2-WIRE ANALOG VOICE GRADE LOOP															
	CLEC to CLEC Conversion Charge without outside dispatch (UVL-SL1)			UEANL	UREWO		48.11	22.01							11.90
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		131.83	38.27							11.90
2-WIRE ISDN DIGITAL GRADE LOOP															
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		121.17	33.09							11.90
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP															
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		121.17	33.09							11.90
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		124.83	29.33							11.90
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		134.40	29.33							11.90
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		134.40	29.33							11.90
4-WIRE DS1 DIGITAL LOOP															
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.25	40.04							11.90
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		131.67	38.68							11.90
2-WIRE Unbundled COPPER LOOP															
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		123.81	31.41							11.90
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-ND)			UEO	UREWO		44.69	22.01							11.90
4-WIRE COPPER LOOP															
	CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO		123.81	31.41							11.90