

BELLSOUTH

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

May 15, 2002

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

020433-TP

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and American Fiber Systems, 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 American Fiber Systems, 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 American Fiber Systems, Inc.. The initial agreement between the companies was filed in Docket 010631-TP, on April 30, 2001, and was deemed effective by Order No. PSC-01-1328-FOF-TP on June 18, 2001

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 American Fiber Systems, 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 August 15, 2002.

Very truly yours,



Regulatory Vice President (CA)

DOCUMENT NUMBER-DATE

05260 MAY 15 2002

FPSC-COMMISSION CLERK

CC

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between American Fiber Systems, Inc. and BellSouth Telecommunications, Inc., dated April 17, 2002, for the states of Florida, Georgia, and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	2
TOTAL	2

**AMENDMENT
TO THE
AGREEMENT BETWEEN
AMERICAN FIBER SYSTEMS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED April 3, 2001**

Pursuant to this Amendment, (the "Amendment") American Fiber Systems, Inc. ("AFS") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated April 3, 2001 ("Agreement").

WHEREAS, BellSouth and AFS entered into the Agreement on April 3, 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. Attachment 1, Resale, Section 7.7, is hereby deleted in its entirety and replaced with new Section 7.7, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. Attachment 7, Billing and Billing Accuracy Certification, Section 1.8, Deposit Policy, is hereby deleted in its entirety and replaced with a new Section 1.8, Deposit Policy, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
3. All of the other provisions of the Agreement, dated April 3, 2001, shall remain in full force and effect.
4. Either or both of the Parties are 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives and shall be deemed effective the date of the last signature of both Parties.

BellSouth Telecommunications, Inc.

By: CW Boltz

Name: C. W. Boltz

Title: Managing Director

Date: 04/19/02

American Fiber Systems, Inc.

By: Amy M. Gilchrist

Name: AMY M. GILCHRIST

Title: VP, REGULATORY RELATIONS

Date: 4/11/02

Attachment 1 – Resale

- 7.7 AFS shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. The fact that a security deposit has been made in no way relieves AFS from complying with BellSouth's regulations as to advance payments. Any such security deposit shall in no way release AFS from its obligation to make complete and timely payments of its bill. AFS shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in AFS' "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event AFS fails to remit to BellSouth any deposit requested pursuant to this Section, service to AFS may be terminated, and any security deposits will be applied to AFS' account(s). In the event AFS defaults on its account, service to AFS will be terminated, and any security deposits will be applied to its account.

Attachment 7 - Billing and Billing Accuracy Certification

- 1.8 Deposit Policy. AFS shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release AFS from its obligation to make complete and timely payments of its bill. AFS shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in AFS' "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event AFS fails to remit to BellSouth any deposit requested pursuant to this Section, service to AFS may be terminated, and any security deposits will be applied to AFS' account(s). In the event that AFS defaults on its account, service to AFS will be terminated, and any security deposits held will be applied to its account.