



Florida Regulatory Relations  
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June 13, 2007

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

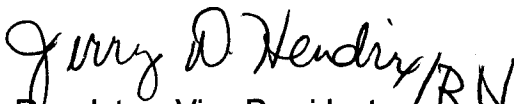
Re: Approval of Amendment to the interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Florida Digital Network, Inc. d/b/a FDN Communications

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast Amendment to interconnection, unbundling, resale and collocation Agreement with Florida Digital Network, Inc. d/b/a FDN Communications.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 577-5551.

Very truly yours,

  
Regulatory Vice President /RN

**Amendment to the Agreement  
Between  
Florida Digital Network, Inc. d/b/a FDN Communications  
and  
BellSouth Telecommunications, Inc.  
Dated September 1, 2006**

Pursuant to this Amendment, (the "Amendment"), Florida Digital Network, Inc. d/b/a FDN Communications (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 1, 2006 (Agreement) to be effective the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and FDN entered into the Agreement on September 1, 2006, 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 Parties agree that the terms, conditions, and rates as set forth in the Agreement dated September 1, 2006, shall apply to all services that are currently provided under the MPower Communications Corp Interconnection Agreement dated February 28, 2003, for the state of Florida. The Parties further agree that as of the effective date of this Amendment, the MPower Communications Corp Interconnection Agreement dated February 28, 2003 for the state of Florida will be deemed as terminated.
2. The Parties agree to add the following language to Attachment 2, Section 1.3:

In some cases, Commissions have ordered BellSouth to separate its disconnect costs and its installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission ordered disconnect charges will be applied at the time the disconnect activity is performed by BellSouth, regardless of whether or not a disconnect order is issued by FDN. Disconnect charges are set forth in the rate exhibit of this Attachment.

3. The Parties agree to amend the rates in Attachment 2, Exhibit A, and the rates in Attachment 4, Exhibit B by adding the rates as set forth in Exhibit 1 attached herein by this reference.
4. All of the other provisions of the Agreement, dated September 1, 2006, shall remain in full force and effect.
3. 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.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

**BellSouth Telecommunications, Inc.**

**Florida Digital Network, Inc. d/b/a  
FDN Communications**

By: 

By: 

Name: Kristchen E. Shore

Name: Don Boerema

Title: Director

Title: COO

Date: 2/27/07

Date: 2/27/07

ON ITS OWN BEHALF AND AS  
SUCCESSOR AND ASSIGNEE OF THE  
FLORIDA ASSETS AND  
INTERCONNECTION AGREEMENT OF  
MPOWER COMMUNICATIONS CORP.

Exhibit 1

UNBUNDLED NETWORK ELEMENTS - Florida																	
CATEGORY	RATE ELEMENTS	Item #	Zone	BOS	USOC	RATES(\$)			Spec Order Submitted Manually per LSR	Spec Order Submitted Elec per LSR	Alt: 2 Eln A			Incremental Change - Manual Sec Order vs. Electronic- Disc AdFT	Incremental Change - Manual Sec Order vs. Electronic- Disc 1st	Incremental Change - Manual Sec Order vs. Electronic- Disc AdFT	
						Rate	Nonrecuring AdFT	Free			Measuring Disconnect	Free	AdFT				AdFT
	<b>LOOP MODIFICATION</b>																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 16ft ft, per Unbundled Loop		UEA					0.00									
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 16ft ft, per Unbundled Loop		UEANL					0.00									
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 16K ft, per Unbundled Loop		UEA					0.00									
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop		UEA					10.52									
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop		UEANL					10.52									

Exhibit 1

UNBUNDLED NETWORK ELEMENTS - Florida														
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Alt: 4 Est B			Incremental Charge - Manual Svc Order vs. Electronic-Alt#1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Alt#1
									Change - Manual Svc Order vs. Electronic-1st	Change - Manual Svc Order vs. Electronic-Alt#1	Change - Manual Svc Order vs. Electronic-Disc 1st			
							Nonmeasuring First	Nonmeasuring Alt#1	Discount Alt#1	OSR Rates(\$)				
							First	Alt#1		SOMAN	SOMAN	SOMAN	SOMAN	
							Rate							
VIRTUAL COLLOCATION					UEAC2					0.0201	7.32	5.37	4.58	2.71
Virtual Collocation - 2-wire cross-connect, loop, provisioning														