

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

February 13, 2001

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

010227-TP

Re: Approval of an Amendment to the Interconnection Unbundling Resale and Collocation 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. This amendment adds the new Unbundled Copper Loop rates.

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,



Regulatory Vice President

(2)

DOCUMENT NUMBER-DATE

02056 FEB 13 2001

FPSO-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between BlueStar Networks, Inc. (FL,GA,TN) and BellSouth Telecommunications, Inc., dated December 28, 1999 for the states of Florida, Georgia and Tennessee of the following:

| ITEM | NO. PAGES |
|-----------|--------------|
| Amendment | 2 |
| TOTAL | 2 |

**AMENDMENT
 TO THE
 AGREEMENT BETWEEN
 BLUESTAR NETWORKS, INC. AND
 BELL SOUTH TELECOMMUNICATIONS, INC.
 DATED DECEMBER 28, 1999
 FLORIDA, GEORGIA AND TENNESSEE**

Pursuant to this Agreement, (the "Amendment"), BlueStar Networks, Inc. ("BlueStar") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 28, 1999 ("Agreement").

WHEREAS, BellSouth and BlueStar entered into an Interconnection Agreement on December 28, 1999, 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 Unbundled Copper Loop (UCL) rates are hereby revised as follows and are interim rates subject to true-up from January 27, 2000 to the date on which permanent rates are ordered by the appropriate state commission.

| | USOC | FL | GA | TN |
|--|-------|----------|----------|----------|
| 2-Wire Unbundled Cooper Loop/Short (< or = 18kft), without Manual SI & Fac Res | | | | |
| Recurring-Zone 1, per month | UCLPW | \$17.56 | \$12.02 | \$13.21 |
| Recurring-Zone 2, per month | UCLPW | \$18.81 | \$13.88 | \$17.25 |
| Recurring-Zone 3, per month | UCLPW | \$19.21 | \$22.07 | \$22.56 |
| Non-Recurring, 1 st | UCLPW | \$212.10 | \$201.33 | \$121.84 |
| Non-Recurring, Add'l | UCLPW | \$128.72 | \$126.41 | \$52.77 |
| 2-Wire Unbundled Cooper Loop/Long (> 18kft), without Manual SI & Fac Res | | | | |
| Recurring-Zone 1, per month | UCL2W | \$48.79 | \$35.56 | \$42.00 |
| Recurring-Zone 2, per month | UCL2W | \$58.13 | \$41.07 | \$54.85 |

| | | | | |
|--------------------------------|-------|----------|----------|----------|
| Recurring-Zone 3, per month | UCL2W | \$71.17 | \$65.28 | \$71.72 |
| Non-Recurring, 1 st | UCL2W | \$199.01 | \$188.42 | \$109.48 |
| Non-Recurring, Add'l | UCL2W | \$115.63 | \$113.50 | \$40.41 |

2. All of the other provisions of the Agreement, dated December 28, 1999, 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.

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

BlueStar Networks, Inc.

BellSouth Telecommunications, Inc.

By: Robert E. Dupuis

By: CW Boltz

Name: Robert E. Dupuis

Name: C. W. Boltz

Title: CEO

Title: Managing Director

Date: 1-24-01

Date: 1-26-01