

BELLSOUTH

BellSouth Telecommunications, Inc.

150 South Monroe Street
Suite 400
Tallahassee, FL 32303-1556

Marshall.criser@bellsouth.com

March 28, 2005

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

Marshall M. Criser III
Vice President
Regulatory & External Affairs

850 224 7798
Fax 850 224 5073

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COMMISSION
CLERK

Re: Approval of Amendment to the interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and CariLink International, Inc.

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Amendment to interconnection, unbundling, resale and collocation Agreement with CariLink International, Inc.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 222-9380.

Very truly yours,


Regulatory Vice President

DOCUMENT NUMBER-DATE

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**Amendment to the Agreement
Between
CariLink International, Inc.
and
BellSouth Telecommunications, Inc.
Dated January 25, 2003**

Pursuant to this Amendment, (the "Amendment"), CariLink International, Inc. ("CariLink International"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 25, 2003 ("Agreement") to be effective on the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, the Parties desire to amend the Agreement in order to modify Attachment 2 to delete all switching requirements and to provide for limited line splitting and line sharing obligations on behalf of BellSouth;

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 rates, terms and conditions for section 3.7 through 3.10.3 of Attachment 2 of this Agreement shall be deleted and replaced with the following language:

- | | |
|-------|---|
| 3.7 | Line Splitting |
| 3.7.1 | <u>Line Splitting.</u> Line Splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers. |
| 3.7.2 | CariLink International may engage in line splitting arrangements with another CLEC using a splitter, provided by CariLink International or a third party, in a Collocation Space at the central office, where the Loop terminates into a distribution frame or its equivalent. |
| 3.7.3 | <u>Maintenance – Line Splitting.</u> BellSouth will be responsible for repairing troubles with the physical loop between the NID at the End User's premises and the termination point. |
| 3.7.4 | CariLink International shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, |

and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

2. The following sections from Attachment 2 of this Agreement are hereby deleted: section 4 in its entirety; sections 5.3 – 5.3.5; sections 7, 8, and 9 in their entirety; sections 10 – 10.5.3.3; and sections 12 and 13 in their entirety.
3. Delete Exhibit A of Attachment 2 in its entirety and replace with Exhibit 1 attached hereto.
4. The following sections from Attachment 7 of this Agreement are hereby deleted: Section 4, Section 5, and Section 6 in their entirety.
5. Delete Exhibit A of Attachment 7 in its entirety and replace with Exhibit 2 attached hereto.
6. Notwithstanding any reference to switching in this Agreement, BellSouth shall not be obligated to provide switching pursuant to this Agreement.
7. All of the other provisions of the Agreement, dated January 25, 2003, shall remain in full force and effect.
8. 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.