

BELLSOUTH

BellSouth Telecommunications, Inc.

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Tallahassee, FL 32303-1556

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Marshall M. Criser III

Vice President
Regulatory & External Affairs

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May 18, 2005

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

050350 - TP

Re: Approval of Amendment to the interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Trinity Telecommunications, 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 Trinity Telecommunications, 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
04854 MAY 18 2005
FPSC-COMMISSION CLERK

**Amendment to the Agreement
Between
Trinity Telecommunications, Inc.
and
BellSouth Telecommunications, Inc.
Dated December 2, 2004**

Pursuant to this Amendment, (the "Amendment"). Trinity Telecommunications, Inc. ("Trinity Connect"), 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 2, 2004 ("Agreement") to be effective on the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and Trinity Connect entered into the Agreement on December 2, 2004, 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 to delete Section 19 and replace with new Section 19 as set forth below to the General Terms and Conditions.

19 Notices

- 19.1 With the exception of billing notices, governed by Attachment 7, every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.
BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Trinity Telecommunications, Inc. D/B/A Trinity Connect

Nicholas Goluba
6430 Madison Street
New Port Richey, FL 34652
ngoluba@trinityconnect.com

2. All of the other provisions of the Agreement, dated December 2, 2004, 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.

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

BellSouth Telecommunications, Inc.

Trinity Telecommunications, Inc.

By: Kristen E. Rowe
Name: Kristen Rowe
Title: Director
Date: 5/3/05

By: Milton Rogers
Name: MILTON ROGERS
Title: OPERATIONS MANAGER
Date: 4/26/05