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BellSouth Telecommunications, Inc.
Regulatory & External Affairs
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Marshall M. Criser III
Vice President
Regulatory & External Affairs

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November 2, 2004

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

RECEIVED-PPSC
NOV -3 PM 4:24
COMMISSION
CLERK

Re: Approval of two Amendments to the interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and DukeNet Communications, LLC

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s two Amendments to interconnection, unbundling, resale and collocation Agreement with DukeNet Communications, LLC

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

Very truly yours,

MM Criser III
Regulatory Vice President

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B
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
11865 NOV-3
FPSC-COMMISSION CLERK

**Amendment to the Agreement
Between
DukeNet Communications, LLC
and
BellSouth Telecommunications, Inc.
Dated February 29, 2004**

Pursuant to this Amendment, (the "Amendment"), DukeNet Communications, LLC ("DukeNet"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 29, 2004 ("Agreement") to be effective 30 (thirty) days after the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and DukeNet entered into the Agreement on February 29, 2004, and;

WHEREAS, BellSouth and DukeNet are amending the Adoption of Agreements provision of the Agreement pursuant to the FCC's Second Report and Order, WC Docket No. 01-338, issued on July 13, 2004;

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 13 of the General Terms and Conditions and replace it with the following:
 13. Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to DukeNet any entire interconnection agreement filed and approved pursuant to 47 USC § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.
2. All of the other provisions of the Agreement dated February 29, 2004 shall remain unchanged and 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.

DukeNet Communications, LLC

By: *Kristen Rowe*

By: *Anthony R. Cockerham*

Name: Kristen Rowe

Name: Anthony R. Cockerham

Title: Director

Title: Vice President Engineering

Date: 10/25/04

Date: 10/15/04 & Operations

**Amendment
To the
Interconnection Agreement
Between
DukeNet Communications, LLC
and
BellSouth Telecommunications, Inc.
Dated February 29, 2004**

Pursuant to this Amendment, (the "Amendment"), DukeNet Communications, LLC ("DukeNet"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 29, 2004 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and DukeNet entered into the Agreement on February 29, 2004, and;

WHEREAS, BellSouth and DukeNet are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

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 in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit A of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.
2. The Parties agree to add the following language to Sections 4 and 5, as new Sections 4.6 and 5.5, respectively, of Attachment 2:
 - In addition to other charges specified in this Agreement for Local Number Portability DukeNet shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff;
3. All of the other provisions of the Agreement dated February 29, 2004 shall remain unchanged and 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 have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

DukeNet Communications, LLC

By: *Kristen E. Rowe*

By: *Anthony R. Cockerham*

Name: Kristen E. Rowe

Name: Anthony R. Cockerham

Title: Director

Title: Vice President

Date: 10/25/04

Date: 10/15/04