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**BELLSOUTH**

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BellSouth Telecommunications, Inc.  
Regulatory & External Affairs  
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NOV - 9 PM 4: 23  
COMMISSION  
CLERK

November 9, 2004

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

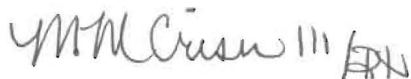
Re: Approval of No. 13 Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and BellSouth BSE, Inc.

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s No. 13 Amendment to Interconnection, Unbundling, Resale and Collocation Agreement with BellSouth BSE, Inc.

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

Very truly yours,



Regulatory Vice President

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DOCUMENT NUMBER - DATE

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**Amendment No. 13 to the Agreement  
Between  
BellSouth BSE, Inc.  
and  
BellSouth Telecommunications, Inc.  
Executed August 22, 2003  
Effective September 21, 2003**

Pursuant to this Amendment No. 13 (the "Thirteenth Amendment"), BellSouth BSE, Inc. ("BSE"), BellSouth Long Distance, Inc. ("BSLD") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties executed August 22, 2003 and effective September 21, 2003 ("Agreement") to be effective upon the date of the last signature executing the Amendment affixed hereto.

WHEREAS, BellSouth and BSE entered into the Agreement on September 21, 2003, and;

WHEREAS, the Parties desire to amend the Agreement to remove the states of Louisiana and Tennessee from the Agreement and to withdraw Amendment No. 10 (the "Tenth Amendment").

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 the second WHEREAS clause of the General Terms and Conditions, and replace with a new WHEREAS clause as set forth below to the General Terms and Conditions.

WHEREAS, BSE and BSLD are or seek to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, and South Carolina; and

2. The Parties agree to delete section 2.1 of the General Terms and Conditions, and replace with a new section 2.1 as set forth below to the General Terms and Conditions.
  - 2.1 The term of this Agreement shall be (3) three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, and South Carolina. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
3. The Parties agree to delete the rates for the states of Louisiana and Tennessee contained in Exhibit 2 for Attachment 1-Resale- Exhibit E Rates; Amendment Exhibit 1 for Attachment 2-Network Elements and Other Services-Exhibit B Rates;

Exhibit 3 for Attachment 3-Local Interconnection-Exhibit A Rates; Attachment 4-Collocation-Exhibit B Rates; and Attachment 7-Billing-Exhibit A Rates.

4. The Parties hereby withdraw Amendment No. 10 (the “Tenth Amendment”) in its entirety, which Amendment is null and void as of the effective date of this Amendment No. 13.
5. All of the other provisions of the Agreement shall remain in full force and effect.
6. 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 Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**

By: *Kristen Rowe*

Name: Kristen Rowe

Title: Director

Date: 11/1/04

**BellSouth BSE, Inc.**

By: *Mario L. Soto*

Name: Mario L. Soto

Title: President

Date: 11/3/04

**BellSouth Long Distance, Inc**

By: *Mario L. Soto*

Name: Mario L. Soto

Title: President

Date: 11/3/04

