

BELLSOUTH

BellSouth Telecommunications, Inc.

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Vice President
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June 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

050441-TP

Re: Approval of Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and FPL FiberNet, LLC

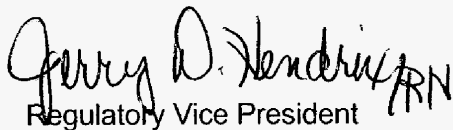
Dear Mrs. Bayo:

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 FPL FiberNet, LLC.

This amendment amends the agreement dated August 22, 2002 in docket 030376-TP.

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

06139 JUN 28 05

FPSC-COMMISSION CLERK

**Amendment to the Agreement
Between
FPL FiberNet, LLC
and
BellSouth Telecommunications, Inc.
Dated August 23, 2002**

Pursuant to this Amendment, (the "Amendment"), FPL FiberNet, LLC (FPL), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 23, 2002 (Agreement) to be effective 30 (thirty) days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and FPL entered into the Agreement on August 23, 2002,
and;

WHEREAS, the Parties desire to amend the Agreement in order to modify Attachment 3 to add terms and conditions for CNAM.

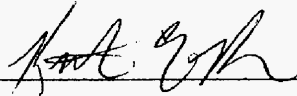
NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to add the following language to Section 13.7 of Attachment 3:

13.7.4 BellSouth currently does not have a billing mechanism for CNAM queries. BellSouth shall bill FPL at the applicable rates set forth in Table 1 of Attachment 1 based on a surrogate of two hundred and fifty-six (256) database queries per month per FPL's End Users with the Caller ID feature. Such charges shall not be subject to true-up or retroactive billing for any of FPL's End Users.
2. All of the other provisions of the Agreement dated August 23, 2002 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.

By: 

Name: Kristen Rowe

Title: Director

Date: 6/22/05

FPL FiberNet, LLC

By: 

Name: CARMEN M PERLE

Title: CONTROLLER

Date: 6-15-05