



BellSouth Telecommunications, Inc.
150 South Monroe Street
Suite 400
Tallahassee, Florida 32301

Jerry.Hendrix@bellsouth.com

Jerry D. Hendrix
Vice President
Regulatory Relations

Phone: (850) 577-5550
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November 2, 2006

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

060712-TP

Re: Approval of the third and fourth Amendments to the interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Communications of the Southern States, LLC

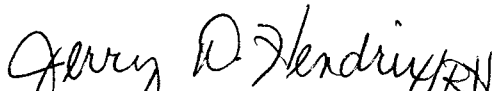
Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Third and Fourth Amendments to interconnection, unbundling, resale and collocation Agreement with AT&T Communications of the Southern States, LLC

The underlying agreement was filed on March 31, 2006 in docket 060304-TP.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 577-5551.

Very truly yours,


Regulatory Vice President

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

**Third
Amendment to the Agreement
Between
AT&T Communications of the Southern States, LLC
and
BellSouth Telecommunications, Inc.
Dated March 14, 2006
Florida**

Pursuant to this Amendment, (the "Amendment"), AT&T Communications of the Southern States, LLC (AT&T), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 14, 2006 (Agreement) to be effective the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and AT&T entered into the Agreement on March 14, 2006, 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 modify Section 17, Notices of the General Terms and Conditions as follows:

Delete:

Chief commercial Attorney
AT&T
Legal Department
1230 Peachtree St NE
Fourth Floor
Atlanta, GA 30309

Replace with:

Senior Attorney
Michelle Bourianoff
919 Congress
Suite 900
Austin, TX 78701-2444

2. All of the other provisions of the Agreement, dated March 14, 2006, 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.

Signature Page

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

BellSouth Telecommunications, Inc.

By: *Kristen E. Shore*

Name: Kristen E. Shore

Title: Director

Date: 9/29/06

AT&T Communications of the Southern States, LLC

By: *Bill C. Peacock*

Name: Bill C. Peacock

Title: Director - GAM

Date: 9/8/06

**FOURTH AMENDMENT
TO THE
AGREEMENT BETWEEN
AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC
dba AT&T
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
FLORIDA
DATED MARCH 14, 2006**

Pursuant to this Amendment, (the "Amendment"), AT&T Communications of the Southern States, LLC dba AT&T ("AT&T"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 14, 2006, ("Agreement") to be effective the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and AT&T entered into the Agreement on March 14, 2006, 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 add Section 2.3.5.1 of Attachment 2 as follows:
 - 2.3.5.1 AT&T's existing HDSL capable loops as of the effective date of this Amendment will be grandfathered under the Agreement until the earlier of: (1) the date AT&T converts the existing HDSL capable loop to another service; or (2) the expiration/termination date of the Agreement. No new HDSL capable loops may be ordered in those wire centers that have been deemed as unimpaired.
2. All of the other provisions of the Agreement dated March 14, 2006 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. However, by doing so, the Parties are not waiving their right to oppose approval of this Amendment under Section 252(e)(2) or to seek judicial review of the rates contained herein.

General Terms and Conditions
Signature Page

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

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 10/17/06

**AT&T Communications of the
Southern States, LLC dba AT&T**

By: Bill C. Peacock

Name: Bill C. Peacock

Title: Director - Local Services &
Access Management

Date: 10/21/06