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Marshall M. Criser III Vice President Regulatory & External Affairs

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August 24, 2004

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

Re: Approval of Amendment to the interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and EPICUS, Inc d/b/a EPICUS

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 EPICUS, Inc d/b/a EPICUS

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

Very truly yours,

MMCusull/PN Regulatory Vice President

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DOCUMENT NUMBER - DATE

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FPSC-COMMISSION CLERK

## Amendment To the Interconnection Agreement Between

\* : : •

EPICUS, Inc. d/b/a EPICUS (FL) and EPICUS, Inc. (AL, GA, MS, NC) and

## BellSouth Telecommunications, Inc. Dated December 7, 2002

Pursuant to this Amendment, (the "Amendment"), EPICUS, Inc. d/b/a EPICUS (FL) and EPICUS, Inc. (AL, GA, MS, NC) (EPICUS), 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 7, 2002 ("Agreement") to be effective the date of the last signature executing this Amendment.

WHEREAS, BellSouth and EPICUS entered into the Agreement on December 7, 2002, and;

WHEREAS, BellSouth and EPICUS 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 Section 4 as Section 4.1.1 of Attachment 2 and Section 5 as Section 5.4.5 of Attachment 2:
  - In addition to other charges specified in this Agreement for Local Number Portability EPICUS 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 December 7, 2002shall 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.

LNP Rate Recovery Amendment: Version 05/19/2004

## LNP Recovery Amendment Signature Page

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

BellSouth Telecommunications, Inc.

EPICUS, Inc. d/b/a EPICUS (FL) and EPICUS, Inc. (AL, GA, MS, NC)

By:

Name: Kristen E. Rowe

Name: Gerard Haryman

Title: Director

Title: President

Date:

8/11/2004

Version 3Q03: 11/12/2003

[CCCS Amendment 2 of 2]