BELLSOUTH ORIGINAL Q41443-TI

BellSouth Telecommunications, Inc. Regulatory & External Affairs 150 South Monroe Street 400 Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

December 28, 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 two Amendments to the interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Allegiance Telecom of Florida, Inc.

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 Allegiance Telecom of Florida, Inc.

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

Very truly yours,

MM Crusse 111/RH Regulatory Vice President

Marshall M. Criser III Vice President Regulatory & External Affairs

850 224 7798 Fax 850 224 5073

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Amendment to the Agreement Between Allegiance Telecom of Florida, Inc. and BellSouth Telecommunications, Inc. Dated November 10, 2002

Pursuant to this Amendment, (the "Amendment"), Allegiance Telecom of Florida, Inc. ("Allegiance"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 10, 2002 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Allegiance entered into the Agreement on November 10, 2002, and;

WHEREAS, both Parties agree that an initial New Installation of a 2-Wire Port/Loop Combination- Residence line provisioned at a Location where QuickServe is available on the line shall incur a QuickServe Non-Recurring Charge (NRC) at the NRC Currently Combined Conversion Rate set forth in the Agreement and that any initial New Installation of a 2-Wire Port/Loop Combination - Residence line provisioned at a location where QuickServe is not available, shall incur the Not Currently Combined NRC, First and Additional rates set forth in the Agreement;

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 incorporate into Attachment 2 of the Agreement the rates and USOCs as set forth in Exhibit 1 of this Amendment attached hereto and incorporated herein by this reference.
- 2. All of the other provisions of the Agreement, dated November 10, 2002, 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.

BenSouth Telecommunications, Inc.

By:

Name: Kristen Rowe

Title: Director Date: 12/17/04 Allegiance Telecom of Florida, Inc.

By: Name: Title: Date:

Version: QuickServe Amendment - Standard ICA 09/29/04

[CCCS Amendment 2 of 4]

JNBUNDLED N	ETWORK ELEMENTS - Florida												Attach	ment: 2	Exhi	bit: A	
		Interi m													Incremental		
	RATE ELEMENTS										Submitted	Submitted	Charge -	Charge -	Charge -	Charge -	
CATEGORY											Elec	Manually	Manual Svc	Manual Svc	Manual Svc	Manual Sv	
			Zone	BCS	USOC	RATES (\$)						per LSR	Order vs.	Order vs.	Order vs.	Order vs.	
													Electronic-	Electronic-	Electronic-	Electronic	
											8		1st Add'l	Add'l	Disc 1st	Disc Add'l	
						Rec	Nonrec	urring	Nonrecurring	g Disconnect	OSS Rates (\$)						
_						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
_																	
INBUNDLED F	PORT/LOOP COMBINATIONS - COST BASED RATES																
NONRE	CURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Platform - Installation																
	Charge at QuickService location - Not Conversion of Existing			UEPRX	URECC		0,102								3	1	
	Service		+	UEPRA	URECC		0.102										
			+		1 1												
		-															

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A			
CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	soc		RATES (\$)			Submitted	Submitted Manually	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Charge -	Charge - Manual Svc Order vs.	Charge -
	2						Rec	Nonrecurring Nonrecurring Disc.			g Disconnect	-		OSS	Rates (\$)		
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		PORT/LOOP COMBINATIONS - MARKET RATES															<u> </u>
		CURRING CHARGES (NRCs) - CURRENTLY COMBINED	1														
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		41.50									
									12 P 10		N. CONTRACT						

Amendment to the Agreement Between Allegiance Telecom of Florida, Inc. and BellSouth Telecommunications, Inc. Dated November 10, 2002

Pursuant to this Amendment, (the "Amendment"), Allegiance Telecom of Florida, Inc. (Allegiance), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 10, 2002 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Allegiance entered into the Agreement on November 10, 2002 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 the following provision to Attachment 2, Section 6-Tandem Switching and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
- 6.6.2 Where Allegiance utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.
- 2. All of the other provisions of the Agreement, dated November 10, 2002 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.

Allegiance Telecom of Florida, Inc. - Melded Tandem Switching Amendment

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

BellSouth Telecommunications, Inc.

By

Name: Kristen E. Rowe

Title: Director

Date: 7/04

Allegiance Telecom of Florida, Inc.

By:

Name:

Title: Date:

<<customer_name - Melded Tandem Switching Amendment

[CCCS Amondment 2 of 3]

[CCCS Amendment 2 of 3]

AMENDMENT EXHIBIT 1

UNBUNDLE	NBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	usoc		RATES (\$)				Submitted Su Elec Ma	Submitted	Charge - Manual Svc Order vs.	Manual Svc M Order vs. (Electronic- E	Charge -	Charge - Manuai Svi Order vs.	
							Nonrecurring		Nonrecurring Disconnect				OSS Rates (\$)				
		_				Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		-					_							-			
	OCAL SWITCHING, PORT USAGE																
	fice Switching (Port Usage)																
	End Office Switching Function, Per MOU					0.0007662						1					
	End Office Trunk Port - Shared, Per MOU					0.000164											
Tander	n Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU					0.0001319											
	Tandem Trunk Port - Shared, Per MOU					0.000235											
	Tandem Switching Function Per MOU (Melded)					0.000027185											
	Tandem Trunk Port - Shared, Per MOU (Melded)					0.000048434											
	Melded Factor: 20.61% of the Tandem Rate																
Comm	on Transport																
	Common Transport - Per Mile, Per MOU			A The second		0.0000035		1									
	Common Transport - Facilities Termination Per MOU	and the second second				0.0004372				The second second			-				