BellSouth Telecommunications, Inc. Regulatory & External Affairs 150 South Monroe Street 400

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Marshall M. Criser III

Vice President Regulatory & External Affairs

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September 23, 2004

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SEP 23 PH 4: 3

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 Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Southern Telcom Network, Inc.

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 Southern Telcom Network, 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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## Amendment To the Interconnection Agreement Between Southern Telcom Network, Inc. and BellSouth Telecommunications, Inc. Dated May 8, 2003

Pursuant to this Amendment, (the "Amendment"), Southern Telcom Network, Inc. (Southern Telcom), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 8, 2003 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Southern Telcom entered into the Agreement on May 8, 2003, and:

WHEREAS, BellSouth and Southern Telcom 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 B 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 5.6.4 of Attachment 2:
  - In addition to other charges specified in this Agreement for Local Number Portability Southern Telcom 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 May 8, 2003 shall 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.

Southern Telcom Network, Inc.

Name: Kristen E. Rowe

Title: Director

Date: 8

Name: KATHY L. ROBINS

Title: DIRECTOR OF OPERATIONS

Date: 8/30/2004