

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
ORLANDO TELEPHONE COMPANY, INC.  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED APRIL 23, 2001**

Pursuant to this Amendment, (the "Amendment"), Orlando Telephone Company, Inc. ("Orlando Telephone"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 23, 2001, ("Agreement").

WHEREAS, BellSouth and Orlando Telephone entered into the Agreement on April 23, 2001, 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 amend Attachment 3 rates to include a bill and keep arrangement for the following elements:  
  
Dedicated End Office Trunk Port Service-per DS1  
  
Dedicated Tandem Trunk Port Service-per DS1
2. The Parties agree to amend Attachment 3 rates to include a non-bill and keep arrangement for the following element:  
  
Channelization-DS1 to DS0 Channel System
3. The rates and USOCs are as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
4. All of the other provisions of the Agreement, dated April 23, 2001, shall remain in full force and effect.
5. BellSouth shall 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 hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**Orlando Telephone Company, Inc.**

Signature on file

By: \_\_\_\_\_

Name:     Jerry Locke    

Title:     Director of Operations    

Date:     11/30/01    

**BellSouth Telecommunications, Inc.**

Signature on file

By: \_\_\_\_\_

Name:     Greg Follensbee    

Title:     Senior Director    

Date:     12/7/01

**Exhibit 1  
LOCAL INTERCONNECTION  
Florida**

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)										
							Nonrecurring		Disconnect			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
							Rec	First	Add'l	First	Add'l											
							SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN										
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>																						
<b>NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep on for that element pursuant to the terms of Attachment 3.</b>																						
<b>TRUNK CHARGE</b>																						
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00bk															
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00bk															
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																						
<b>LOCAL INTERCONNECTION MID-SPAN MEET</b>																						
<b>NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.</b>																						
<b>MULTIPLEXERS</b>																						
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	146.77	101.42	71.62	11.09	10.49											
<b>Notes:</b> If no rate is identified in the contract, the rates, terms and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																						