

BellSouth Telecommunications, Inc. Regulatory & External Affairs 150 South Monroe Street Suite 400 Tallahassee, FL 32301-1556 Marshall M. Criser III Vice President Regulatory & External Affairs

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June 29, 2004

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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 Globcom 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 Globcom Inc.

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

Very truly yours,

Marshall M Cusill/R H **Regulatory Vice President**

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Amendment To the Interconnection Agreement Between Globcom, Inc. and BellSouth Telecommunications, Inc. Dated August 31, 2003

Pursuant to this Amendment, (the "Amendment"), Globcom, Inc. (Globcom), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 31, 2003 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Globcom entered into the Agreement on August 31, 2003, and;

WHEREAS, BellSouth and Globcom 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 as Sections 4.1.1 and 5.3.6 of Attachment 2:

- In addition to other charges specified in this Agreement for Local Number Portability Globcom 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 August 31, 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.

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

BellSouth Telecommunications, Inc. By: 15

Name: Kristen E. Rowe

Title: Director

Date: 06-21-04

Globcom, Inc. By: 6 Name: perating Officer Title: Date: 0

LNP Rate Recovery

[CCCS Amendment 2 of 2]

[CCCS Amendment 2 of 2]