

BellSouth Telecommunications, Inc.

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Marshall M. Criser III

Vice President
Regulatory & External Affairs

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July 9, 2004

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

RECEIVED - FPSC
04 JUL -9 PM 4:36
COMMISSION
CLERK

040717-TP

Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Winstar Communications, LLC Winstar of Georgia, LLC

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 Winstar Communications, LLC Winstar of Georgia, LLC

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

Very truly yours,

Marshall M Criser III / RHC
Regulatory Vice President

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**Amendment to the Agreement
Between
Winstar Communications, LLC
Winstar of Georgia LLC
and
BellSouth Telecommunications, Inc.
Dated March 14, 2003**

Pursuant to this Amendment, (the "Amendment"), Winstar Communications, LLC a Delaware limited liability company and an authorized telecommunications services provider in Florida; Winstar of Georgia, LLC a limited liability company (collectively "Winstar"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties executed by BellSouth on February 12, 2003 ("Agreement") with an Effective Date of March 14, 2003 to be effective thirty (30) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Winstar entered into the Agreement on March 14, 2003, and;

WHEREAS, BellSouth and Winstar 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;

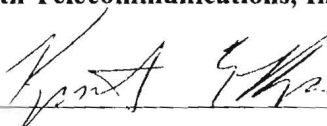
NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

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 LNPPC.**
2. **The Parties agree to add the following language as Sections 4.1.1 and 5.7.9 of Attachment 2:**
 - **In addition to other charges specified in this Agreement for Local Number Portability Winstar 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 March 14, 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:



Name: Kristen E. Rowe

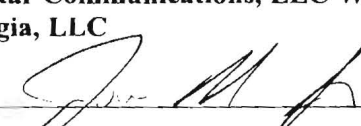
Title: Director

Date:

06-15-04

Winstar Communications, LLC Winstar of Georgia, LLC

By:



Name:

Title:

Date: