

ORIGINAL

BELLSOUTH

**BellSouth Telecommunications, Inc.**  
**Regulatory & External Affairs**

150 South Monroe Street  
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Tallahassee, FL 32301-1556

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**Marshall M. Criser III**  
Vice President  
Regulatory & External Affairs

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September 23, 2004

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

041128-70

RECEIVED 11:00  
SEP 23 PM 4:34  
COMMISSION  
CLERK

Re: Approval of two Amendments to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Navigator Telecommunications, LLC.

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 Navigator Telecommunications, LLC.

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

Very truly yours,

*MM Criser III*  
Regulatory Vice President

RECEIVED & FILED

*Mees*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

10333 SEP 23 04

FPSC-COMMISSION CLERK

**Amendment  
To the  
Interconnection Agreement  
Between  
Navigator Telecommunications, LLC  
and  
BellSouth Telecommunications, Inc.  
Dated August 10, 2002**

Pursuant to this Amendment, (the "Amendment"), Navigator Telecommunications, LLC (Navigator), 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 10, 2002 ("Agreement") to be effective the date of the last signature executing this Amendment.

WHEREAS, BellSouth and Navigator entered into the Agreement on August 10, 2002, and;

WHEREAS, BellSouth and Navigator 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;

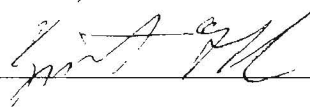
NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

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 5.5.9 of Attachment 2:
  - In addition to other charges specified in this Agreement for Local Number Portability Navigator 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 10, 2002 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 Recovery Amendment  
Signature Page

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: 9/16/04

**Navigator Telecommunications, LLC**

By:   
Name: Kenrick LeDoux  
Title: CTO + VP Engineering  
Date: 9/14/04

**Amendment  
To the  
Interconnection Agreement  
Between  
Navigator Telecommunications, LLC  
and  
BellSouth Telecommunications, Inc.  
Dated August 10, 2002**

Pursuant to this Amendment, (the "Amendment"), Navigator Telecommunications, LLC (Navigator), 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 10, 2002 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.


WHEREAS, BellSouth and Navigator Telecommunications, LLC entered into the Agreement on August 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. Attachment 2 of the Interconnection Agreement entered into between Navigator and BellSouth is hereby amended to change section 5.6.9 through 5.6.9.1 to read as follows:
  - 5.6.9. Dial Around Compensation
  - 5.6.9.1 For a call originated by a pay phone end user over Navigator's unbundled Coin port/loop combinations and terminated to a BellSouth IntraLata 800 end user, BellSouth shall pay dial around compensation directly to the payphone end user provider in the amount specified by the FCC in docket #96-128, (the Pay Phone Order), or in other such orders that may modify amend or supercede the Pay Phone Order
2. All of the other provisions of the Agreement, dated August 10, 2002, shall remain in full force and effect.
3. Either or both of the Parties is 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: 9/16/04

**Navigator Telecommunications, LLC**

By: 

Name: Kenrick LeDoux

Title: CTO+VP Engineering

Date: 9/14/04

Confidential and Proprietary. For discussion purposes only.

Dial Around Compensation Amendment; Version: 07/22/2004

[CCCS Amendment 2 of 2]

[CCCS Amendment 2 of 2]