

ORIGINAL

**BELLSOUTH**

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**BellSouth Telecommunications, Inc.**  
**Regulatory & External Affairs**  
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**Marshall M. Criser III**  
Vice President  
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SEP 29 PM 4:41  
COMMISSION  
CLERK

September 29, 2004

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 BellSouth BSE, 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 BellSouth BSE, Inc.

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

Very truly yours,

*MM Criser III / RN*  
Regulatory Vice President

RECEIVED & FILED  
*[Signature]*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
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FPSC-COMMISSION CLERK

**Amendment No. 8 to the Agreement  
Between  
BellSouth BSE, Inc.  
and  
BellSouth Telecommunications, Inc.  
Executed August 22, 2003  
Effective September 21, 2003**

Pursuant to this Amendment No. 8, (the "Eighth Amendment"), BellSouth BSE, Inc. (BSE), BellSouth Long Distance, Inc. (BSLD), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties executed August 22, 2003 and effective September 21, 2003 ("Agreement") to be effective the date of the last signature executing this Amendment.

WHEREAS, BellSouth and BSE entered into the Agreement on September 21, 2003, and;

WHEREAS, BSLD has been made a party to this Agreement in the states of Alabama, Florida, Georgia, Mississippi, and South Carolina, and;

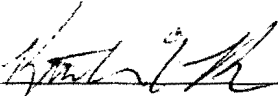
WHEREAS, the Parties are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

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 5.4.5 of Attachment 2:
  - In addition to other charges specified in this Agreement for Local Number Portability BSE and BSLD 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 September 21, 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.**

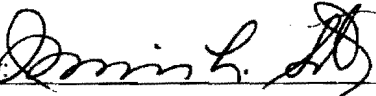
By: 

Name: Kristen Rowe

Title: Director

Date: 8/23/04

**BellSouth BSE, Inc.**

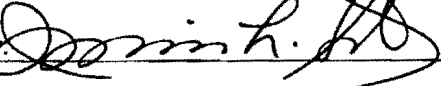
By: 

Name: Mario L. Soto

Title: President

Date: 9/8/04

**BellSouth Long Distance, Inc**

By: 

Name: Mario L. Soto

Title: President

Date: 9/8/04