



**BellSouth Telecommunications, Inc.**  
150 South Monroe Street  
Suite 400  
Tallahassee, Florida 32301

Jerry.Hendrix@bellsouth.com

**Jerry D. Hendrix**  
Vice President  
Regulatory Relations

Phone: (850) 577-5550  
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October 6, 2005

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

050 737 -TP

Re: Approval of Amendment to the interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Tel West Communications, 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 Tel West Communications, LLC

If you have any questions, please do not hesitate to call Robyn Holland at (850) 577-5551.

Very truly yours,

  
Regulatory Vice President

DOCUMENT NUMBER-DATE

09590 OCT-6 05

FPSC-COMMISSION CLERK

**Amendment to the Agreement  
Between  
Tel West Communications, LLC  
and  
BellSouth Telecommunications, Inc.  
Dated July 17, 2003**

Pursuant to this Amendment, (the "Amendment"), Tel West Communications, LLC ("Tel West"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 17, 2003 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and Tel West entered into the Agreement on July 17, 2003, 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 delete and replace Section 20.1 of the General Terms and Conditions as follows:
  - 20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier, by US mail postage prepaid, or email if an email address is listed below, address to:

**BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 10<sup>th</sup> floor  
Birmingham, AL 35203

and

ICS Attorney  
Suite 4300  
675 West Peachtree Street  
Atlanta, GA 30375

**Tel West Communications, LLC**

Jeffrey K. Swickard  
President

P. O. Box 9447  
Seattle, Washington 98124

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

2. All of the other provisions of the Agreement, dated July 17, 2003, shall remain in full force and effect.
3. 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 Amendment the day and year written below.

**BellSouth Telecommunications, Inc.**

**Tel West Communications, LLC**

By: *Kristen Rowe*  
Name: Kristen Rowe  
Title: Director  
Date: 8/26/05

By: *Jeff K. Swickard*  
Name: Jeff Swickard  
Title: President  
Date: 8/22/05