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BellSouth Telecommunications, Inc.
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Marshall M. Criser III
Vice President
Regulatory & External Affairs

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June 5, 2003

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

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COMMISSION
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Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Navigator Telecommunications, Inc.

Dear Mrs. Bayo:

Please find enclosed for filing and approval, an original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, Unbundling, Resale, and Collocation Agreement with Navigator Telecommunications, Inc..

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

Very truly yours,

Marshall M. Criser III
Regulatory Vice President
(KAD)

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**Amendment to the
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").

WHEREAS, BellSouth and Navigator 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 include new Section 5.6.9 as follows:

5.6.9 Dial-Around Compensation

- 5.6.9.1 For a call originated by a third-party pay phone end user over Navigator's unbundled Coin port/loop combinations and terminated to a BellSouth intralata 800 number end user, BellSouth shall credit Navigator's billing account for dial around compensation in the amount specified by the FCC in CC Docket #96-128 (the "Pay Phone Order"), or as such other order may modify, amend or supersede the Pay Phone Order. Notwithstanding any other provision within this agreement, BellSouth shall credit Navigator's billing account on a quarterly basis for dial around compensation. Upon written request, BellSouth will provide Navigator with data supporting the credit applied in the month following each quarter. At no time is BellSouth responsible for any compensation to Navigator's third-party pay phone end user. In accordance with the General Terms and Conditions of this agreement, Section 7, Navigator shall indemnify BellSouth for any loss, claim, demand, action or judgment, including attorneys' fees associated therewith, arising from or relating to any assertion or claim from a payphone service provider regarding BellSouth dial-around compensation for which Navigator has been credited hereunder.

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.

This Amendment shall be deemed effective following the date of the last signature.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Navigator Telecommunications, LLC



Signature

Kenrick LeDoux

Name


VP – Engineering and CTO

Title

May 2, 2003

Date

BellSouth Telecommunications, Inc.



Signature

Elizabeth R A Shiroishi

Name

Director

Title

5/5/03

Date