

**BellSouth Telecommunications, Inc.**

**Regulatory & External Affairs**

150 South Monroe Street  
Suite 400  
Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

**Marshall M. Criser III**

Vice President  
Regulatory & External Affairs

840 224 7798  
Fax 850 224 5073

June 22, 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 BY PSD  
JUN 22 PM 4:27  
COMMISSION  
CLERK

Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Southern Light 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 Southern Light 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/RH*  
Regulatory Vice President

RECEIVED & FILED  
*sh*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
06883 JUN 22 03  
FPSC-COMMISSION CLERK

**Interconnection Agreement  
Between  
Southern Light LLC  
and  
BellSouth Telecommunications, Inc.  
Dated March 15, 2002**

Pursuant to this Amendment, (the "Amendment"), Southern Light LLC (Southern Light), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 15, 2002 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Southern Light entered into the Agreement on March 15, 2002, and;

WHEREAS, BellSouth and Southern Light 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;

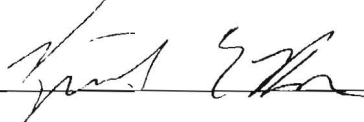
NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

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 LNPCC.
2. The Parties agree to add the following language as Sections 4.1.1 and 5.3.6 of Attachment 2:
  - In addition to other charges specified in this Agreement for Local Number Portability Southern Light 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 15, 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**

**Southern Light LLC**

By: 

By: 

Name: Kristen E. Rowe

Name: Paul E. Bullington

Title: Director

Title: CFO

Date: 06-09-04

Date: 6/2/04