

BELLSOUTH
ORIGINAL

BellSouth Telecommunications, Inc.
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Vice President
Regulatory & External Affairs

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July 9, 2004

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
CLERK

040721-TP

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

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

Very truly yours,

Marshall M. Criser III/pH
Regulatory Vice President

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**Amendment
To the
Interconnection Agreement
Between
Local Line America, Inc.
and
BellSouth Telecommunications, Inc.
Dated June 25, 2004**

Pursuant to this Amendment, (the "Amendment"), Local Line America, Inc. (Local Line), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 25, 2004 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Local Line entered into the Agreement on June 25, 2004, and;

WHEREAS, BellSouth and Local Line 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;

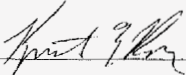
NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

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 LNPC2.
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 Local Line 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 June 25, 2004 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.

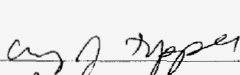
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

§

BellSouth Telecommunications, Inc.

By: 
Name: Kristen E. Rowe
Title: Director
Date: 06-15-04

Local Line America, Inc.

By: 
Name: Amy Topper
Title: CFO
Date: 6/10/04