

BellSouth Telecommunications, Inc.

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July 22, 2004

040777-JP

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 Orlando Telephone Company, 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 Orlando Telephone Company, Inc.

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

Very truly yours,


Regulatory Vice President

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

**Amendment
To the
Interconnection Agreement
Between
Orlando Telephone Company, Inc.
and
BellSouth Telecommunications, Inc.
Dated May 21, 2003**

Pursuant to this Amendment, (the "Amendment"), Orlando Telephone Company, Inc. (Orlando Telephone), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 21, 2003 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Orlando Telephone entered into the Agreement on May 21, 2003, and;

WHEREAS, BellSouth and Orlando Telephone 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 41.1 of Attachment 2 and Section 5 as Section 5.6.4 of Attachment 2:
 - In addition to other charges specified in this Agreement for Local Number Portability Orlando Telephone 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 May 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: *Kristen E. Rowe*
Name: Kristen E. Rowe
Title: Director
Date: ~~11/~~ 7/7/04

Orlando Telephone Company, Inc.

By: *Jerry Locke*
Name: Jerry Locke
Title: President
Date: 6/25/04