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BELLSOUTH

BellSouth Telecommunications, Inc.
Regulatory & External Affairs
150 South Monroe Street
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Tallahassee, FL 32301-1556

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Marshall M. Criser III
Vice President
Regulatory & External Affairs

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August 16, 2004

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 Two Amendments to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Ring Connection, Inc.
Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Two Amendments to Interconnection, unbundling, resale and collocation Agreement with Ring Connection, Inc.

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

Very truly yours,

MM Criser III / RH
Regulatory Vice President

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**Amendment
To the
Interconnection Agreement
Between
Ring Connection, Inc.
and
BellSouth Telecommunications, Inc.
Dated May 15, 2004**

Pursuant to this Amendment, (the "Amendment"), Ring Connection, Inc. (Ring Connection), 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 15, 2004 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Ring Connection entered into the Agreement on May 15, 2004, and;

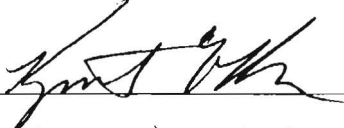
WHEREAS, BellSouth and Ring Connection are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 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:

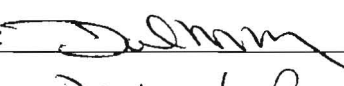
1. The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit A of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.
2. The Parties agree to add the following language to Section 4 as Section 4.1.1 of Attachment 2 and Section 5 as Section 5.4.5 of Attachment 2:
 - In addition to other charges specified in this Agreement for Local Number Portability Ring Connection 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 15, 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 have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: 
Name: KARSTEN E. ROWE
Title: DIRECTOR
Date: 8/10/04

Ring Connection, Inc.

By: 
Name: DAVID N. RING
Title: PRESIDENT & CEO
Date: 8-3-04

**Amendment to the Agreement
Between
Ring Connection, Inc.
and
BellSouth Telecommunications, Inc.
Dated May 15, 2004**

Pursuant to this Amendment, (the "Amendment"), Ring Connection, Inc. (Ring Connection), 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 15, 2004 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Ring Connection entered into the Agreement on May 15, 2004, 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 contact and address information listed for Ring Connection in Section 20.1 of the General Terms and Conditions of the Interconnection Agreement is hereby deleted in its entirety and replaced with the following contact and address information:

Ring Connection, Inc.

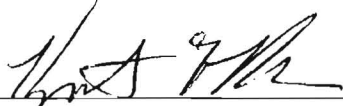
Al Aplin
P.O. Box 535
Crestview, FL 32536-0535
Telephone Number: 850.682.0475 Extension 1132
Fax Number: 850.689.8623
Email: al.aplin@spedeenet.com

2. All of the other provisions of the Agreement, dated May 15, 2004, 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.

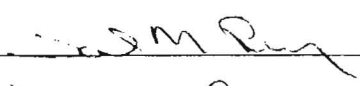
Signature Page

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

BellSouth Telecommunications, Inc.

By: 
Name: KRISTEN E. ROWE
Title: DIRECTOR
Date: 8/11/04

Ring Connection, Inc.

By: 
Name: DAVID N. RING
Title: PRESIDENT & CEO
Date: 8-5-04