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BellSouth Telecommunications, Inc. Regulatory & External Affairs 150 South Monroe Street 400 Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

Marshall M. Criser III Vice President Regulatory & External Affairs

850 224 7798 Fax 850 224 5073

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 COMMISSION CLERK

Re: Approval of Two Amendments to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and The Gulas Group, LLC

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 The Gulas Group, LLC

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

Very truly yours,

mm Cuselly Rt Regulatory Vice President

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

Amendment To the Interconnection Agreement Between The Gulas Group, L.L.C. and BellSouth Telecommunications, Inc. Dated May 10, 2003

. .

Pursuant to this Amendment, (the "Amendment"), The Gulas Group, L.L.C. (Gulas Group), 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, 10, 2003 ("Agreement") to be effective upon signature.

WHEREAS, BellSouth and Gulas Group entered into the Agreement on May 10, 2003, and;

WHEREAS, BellSouth and Gulas Group 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 6 as Section 6.1.1 of Attachment 2 and Section 2 as Section 2.10.1 of Attachment 2:
 - In addition to other charges specified in this Agreement for Local Number Portability Gulas Group 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 10, 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.	The Gulas Group, L.L.C.
By: By	By: Will Plants
Name: Kristen Rowe	Name: William & Gulas
Title: Director	Title: Preside
Date: 8/5/04	Date: 68/05/04

The Gulas Group, L.L.C. - LNP Amendment