

BELLSOUTH

ORIGINAL

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

September 10, 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-FPSC
ON SEP 10 PM 4:34
COMMISSION
CLERK

041067-TP

Re: Approval of Amendment to the interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Azul Tel, 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 Azul Tel, Inc.

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

Very truly yours,

m. m. Criser III
Regulatory Vice President

RECEIVED & FILED

R. Backlund
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

09919 SEP 10 4

FPSC-COMMISSION CLERK

**Amendment
To the
Interconnection Agreement
Between
Azul Tel, Inc.
and
BellSouth Telecommunications, Inc.
Dated June 10, 2004**

Pursuant to this Amendment, (the "Amendment"), Azul Tel, Inc. (Azul Tel), 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 10, 2004 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, *BellSouth and Azul Tel entered into the Agreement on June 10, 2004, and;*

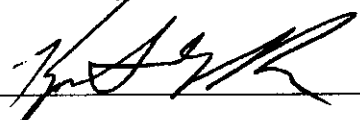
WHEREAS, *BellSouth and Azul Tel are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;*

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 Azul Tel 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 10, 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: KRISTEN E. AWE
Title: DIRECTOR
Date: 8/16/04

Azul Tel, Inc.

By: 
Name: GASTON JASTRE
Title: PRESIDENT
Date: AUG 25 2005