

ORIGINAL

BELLSOUTH

BellSouth Telecommunications, Inc.

150 South Monroe Street
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Marshall M. Criser III

Vice President
Regulatory & External Affairs

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February 1, 2005

050087-TP

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
FEB - 1 PM 4:49
COMMISSION
CLERK

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,

MM Criser III /RH
Regulatory Vice President

RECEIVED & FILED

D. Menasco
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

01198 FEB-1 05

FPSC-COMMISSION CLERK

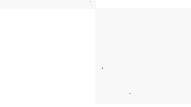
**Amendment to the Agreement
Between
Orlando Telephone Company, Inc.
and
BellSouth Telecommunications, Inc.
Dated May 21, 2003**

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 December 1, 2004 ("Effective Date").

WHEREAS, BellSouth and Orlando Telephone entered into the Agreement on May 21, 2003, 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 Parties agree to amend their Interconnection Agreement dated May 21, 2003 to delete Sections 7.1.1, 7.1.1.1, 7.1.2, 7.1.7, and 7.1.7.1 of Attachment 3 and replace them with the following:
 - 7.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that is originated by an end user of one Party within a LATA and terminated to an end user of the other Party within the same LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.
 - 7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
 - 7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP server or modem in the same LATA. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.
 - 7.1.7 Left Blank Intentionally
2. All of the other provisions of the Agreement, dated May 21, 2003, shall remain in full force and effect.

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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.

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

BellSouth Telecommunications, Inc.

By: *Kristen Rowe*
Name: Kristen Rowe
Title: Director
Date: 1/24/2005

Orlando Telephone Company, Inc.

By: *Terry Locke*
Name: Terry Locke
Title: President
Date: 1-13-05