



BellSouth Telecommunications, Inc.
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Jerry D. Hendrix
Vice President
Regulatory Relations

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June 5, 2006

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 Telepak Networks, 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 Telepak Networks, Inc.

This amendment should be filed in the FL COL docket 041269-TP in accordance to the FPSC's February 7, 2006 decision, Petition to Establish Generic Docket to Consider amendment to Interconnection Agreements Resulting from Change of Law.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 577-5551.

Very truly yours,


Regulatory Vice President

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

**Amendment to the Agreement
Between
Birch Telecom of the South, Inc.
and
BellSouth Telecommunications, Inc.
Dated July 14, 2000**

Pursuant to this Amendment, (the "Amendment"), Birch Telecom of the South, Inc. d/b/a Birch Telecom and d/b/a Birch, on behalf of itself and its certificated operating affiliates identified in Part C hereof (collectively "Birch"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 14, 2000 ("Agreement") to be effective the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and Birch entered into the Agreement on July 14, 2000,
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 delete and replace in its entirety Section 20.1 of the General Terms and Conditions as follows:
 - 20.1 With the exception of billing notices, governed by Attachment 7, every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 10th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Birch Telecom of the South, Inc.

Chris Bunce
Assistant General Counsel
2300 Main Street
Suite 600
Kansas City, Missouri 64108-2415
e-mail: Cbunce@birch.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

2. All of the other provisions of the Agreement, dated July 14, 2000, 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.

PART C

Schedule of Birch Telecom of the South, Inc. (Birch) Operating Affiliates

Birch Telecom of the South, Inc. d/b/a Birch Telecom and d/b/a Birch – FL

Birch Telecom of the South, Inc. -- AL, GA, KY, LA, MS, NC, SC and TN

Signature Page

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

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Shore

Title: Director

Date: 5/18/06

**Birch Telecom of the South, Inc. d/b/a
Birch Telecom and d/b/a Birch**

By: 

Name: _____

Title: _____

Date: _____