BellSouth Telecommunications, Inc.
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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,

Jerry D. Hendrix /RN

Regulatory Vice President

Amendment to the Agreement
Between
Telepak Networks, Inc.
and
BellSouth Telecommunications, Inc.
Dated February 20, 2004

Pursuant to this Amendment, (the "Amendment"), Telepak Networks, Inc. (Telepak Networks), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated February 20, 2004 (Agreement).

WHEREAS, on February 7, 2006, the Florida Public Service Commission (FPSC) rendered its decision in Docket No. 041269-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision); and

WHEREAS, on February 28, 2006, the FPSC voted to approve Staff's February 17, 2006 Recommendation to vacate its prior Decision only as to issues 5, 13, 16, 17, 18, and 22b; and

WHEREAS, on April 17, 2006, the FPSC issued its Second Order On Generic Proceeding in Docket No. 041269-TP ORDER NO. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Second Order), rendering decisions on the issues previously vacated; and

WHEREAS, the Parties have previously amended the Agreement to incorporate the Decision, other than the vacated issues, and the Parties now desire to amend the Agreement to incorporate the Second Order;

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 hereby agree to incorporate into the Agreement the contract provisions set forth in Exhibit A hereto, and such contract provisions shall apply to services provided in the State of Florida only.

2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibit B hereto, and such rates shall apply to services provided in the State of Florida only.

3. To the extent that such contract provisions or rates as set forth in Exhibits A and B hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A and B shall prevail in the State of Florida.

4. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the Florida Commission's Decision and Second Order.

5. This Amendment shall be approved on the date the Florida Public Service Commission issues an order approving the Amendment (Approved Date) and shall be deemed effective on March 11, 2006 (Effective Date).

6. All of the other provisions of the Agreement shall remain in full force and effect.

7. Either or both of the Parties is 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.	**Telepak Networks, Inc.**
By: Kristen E. Shore	By: J. Gregg Logan
Name: Kristen E. Shore	Name: J. Gregg Logan
Title: Director	Title: Vice President
Date: 5/9/06	Date: 5/9/06

[CCCS Amendment 3 of 8]

1. 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

2. 4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Amendment, including the transition of DS1 and DS3 Loops, DS1 Loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops.

3. Commingling of Services

3.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Telepak Networks has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. Telepak Networks must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

3.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

3.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit B and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement between the Parties.

3.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

3.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

4. Line Splitting

4.1 Line splitting is defined to mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

4.2 Line Splitting – UNE-L. If Telepak Networks provides its own switching or obtains switching from a third party, Telepak Networks may engage in line splitting arrangements with another CLEC using a splitter, provided by Telepak Networks, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

4.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

4.2.1.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L. When Telepak Networks owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

4.2.1.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

4.3 CLEC Provided Splitter – Line Splitting – UNE-L

4.3.1 To order High Frequency Spectrum on a particular Loop, Telepak Networks must have a DSLAM collocated in the central office that serves the End User of such Loop.

4.3.2 Telepak Networks may purchase, install and maintain central office POTS splitters in its collocation arrangements. Telepak Networks may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.

4.3.3 Any splitters installed by Telepak Networks in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Telepak Networks may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

4.4 Maintenance – Line Splitting – UNE-L

4.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

4.5 Indemnification

4.5.1 Telepak Networks shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury,

and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

4.6 Network Modifications

4.6.1 BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

5. Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises. FTTH/FTTC loops do not include local loops to predominately business MDUs.

5.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNE LOOP COMMINGLING																
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.71	36.35								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		8.98	8.98								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		102.11	49.74								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.02									
COMMINGLING																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	1.38	6.71	4.84	0.00	0.00						
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	2.10	6.71	4.84	0.00	0.00						
	Commingled ISDN COCI			XDD4X	UC1CA	3.66	6.71	4.84	0.00	0.00						
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	25.32	94.70	52.59	45.28	18.03						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	22.58	94.70	52.59	45.28	18.03						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0091										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.24	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.40	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	30.87	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	18.89	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	26.84	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	47.62	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	22.20	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.56	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	55.99	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	22.20	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.56	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	55.99	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.28	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.40	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.62	127.59	60.54	48.00	6.31						
	Commingled DS1 COCI			XDH1X, NTCD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1856										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	146.77	57.28	14.74								
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Commingled DS3 Local Loop			HFQC6	UE3PX	386.88	244.42	154.73	67.10	26.27						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	10.92										
	Commingled STS-1 Local Loop			HFRST	UDLS1	426.60	244.42	154.73	67.10	26.27						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	211.19	115.60	56.54	12.16	4.26						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	3.87										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	3.87										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	26.85										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		751.34	193.88								