



BellSouth Telecommunications, Inc.  
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July 27, 2006

Mrs. Blanca S. Bayo  
Director, Division of Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

060524-78

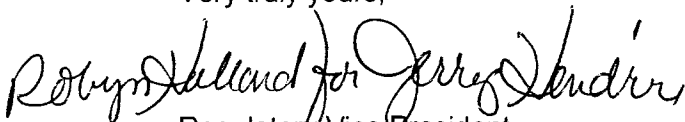
Re: Approval of Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Harbor Communications, LLC

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 Harbor Communications, LLC.

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

06720 JUL 28 06

FPSC-COMMISSION CLERK

**Amendment to the Agreement  
Between  
Harbor Communications, LLC  
and  
BellSouth Telecommunications, Inc.  
Dated May 28, 2006**

Pursuant to this Amendment, (the "Amendment"), Harbor Communications, LLC (Harbor), 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 28, 2006 (Agreement) to be effective on the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and Harbor entered into the Agreement on May 28, 2006, 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 replace Section 6.10 with the following language to Attachment 2:
  - 6.10 Rearrangements
  - 6.10.1 Rearrangement of a dedicated transport or combination that includes dedicated transport that requires a CFA change: A request to move a working Harbor circuit from one CFA to another Harbor CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A shall apply.
  - 6.10.2 Requests to reterminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.
  - 6.10.3 Upon request of Harbor, BellSouth shall project manage the Change in CFA or retermination of Dedicated Transport and combinations that include transport as described in Sections 6.10.1 and 6.10.2 above and Harbor may request OC-TS for such orders.
  - 6.10.4 BellSouth shall accept a LOA between Harbor and another carrier that will allow Harbor to connect Dedicated Transport, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.
  - 6.10.5 Rearrangement of an EEL to a standalone UNE Loop that requires a CFA change: Harbor may utilize the EEL to UNE-L Retermination process, as described in BellSouth's guides available on its web site, to

disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the End User serving wire center as a standalone UNE Loop. When using this process, the existing Loop portion of the EEL will be re-used and the resulting standalone Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.

- 6.10.6 BellSouth shall charge the applicable EEL to UNE-L retermination rates found in Exhibit A. Harbor shall also be charged applicable manual service order, collocation cross-connect and EEL disconnect charges as set forth in Exhibit A.
  - 6.10.7 The EEL to UNE-L Retermination process is not available when the Rearrangement requires a dispatch outside the serving wire center where the Loop terminates. If an outside dispatch is required, or if Harbor elects not to utilize the EEL to UNE-L Retermination process, Harbor must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, Harbor will be charged the EEL disconnect charges and the full nonrecurring rates for installation of a new Loop, as set forth in Exhibit A.
2. All of the other provisions of the Agreement dated May 28, 2006 shall remain unchanged and 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.

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

**BellSouth Telecommunications, Inc.**

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 7/5/06

**Harbor Communications, LLC**

By: Leigh Ann Wooten

Name: Leigh Ann Wooten

Title: Director - Regulatory

Date: 6/20/06