

Docket Manager

Nancy Schnitzer ORIG

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March 3, 2004

Ms. Blanca S. Bayó, Director Division of the Commission Clerk & Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

040197-TP

Re:

Approval of Amendment No. Two to Interconnection, Unbundling Resale and Collocation Agreement between Sprint-Florida, Incorporated and Alternative Phone, Inc.

Dear Ms. Bayó:

Please find enclosed for approval and filing an original and two copies of the Amendment No. Two to the Interconnection, Unbundling Resale and Collocation Agreement between Sprint-Florida, Incorporated and Alternative Phone, Inc. which was approved by the Commission in Document Number 11253-02 in Docket No. 020739-TP.

If you have any questions on this matter, please contact me at 850-599-1276.

Sincerely,

Nancy Schnitzer

Mr. Charles deMenzes, CEO/CFO cc:

> Alternative Phone, Inc. 1410 NE 8<sup>th</sup> Avenue Ocala, Florida, 34470

Enclosure

RECEIVED & FILED

lancy Schnetzes

- DOCUMENT NUMBER-DATE 03186 MAR-48

FPSC-COMMISSION CLERK

## AMENDMENT NO. 2 TO THE MASTER INTERCONNECTION AND RESALE AGREEMENT FOR THE STATE OF FLORIDA

#### Between:

# Alternative Phone, Inc. And Sprint-Florida, Incorporated

This Amendment No. 2 ("Amendment") to the Master Interconnection and Resale Agreement ("Agreement") for the State of Florida, effective March 1, 2004 ("Effective Date") is between Alternative Phone, Inc. ("CLEC") and Sprint-Florida, Incorporated ("Sprint"). Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.

#### 1. BACKGROUND

- 1.1. CLEC and Sprint entered into the Agreement on July 15, 2002, and amended the Agreement with Amendment No.1 on June 1, 2003. There are no other amendments to the Agreement.
- 1.2. CLEC and Sprint agree to modify the Agreement as set forth in this Amendment.

In consideration of the promises and agreements contained in this Amendment, the parties agree as follows:

#### 2. AMENDMENT

The Parties agree that the Non Recurring Charges (NRCs) for Suspend/Restore service, appearing in Table One of the Agreement using the same or similar name, are hereby replaced by the following NRCs:

Temporary Suspension of Service for UNE-P/Resale – SUSPEND	\$0.00
Temporary Suspension of Service for UNE-P/Resale - RESTORE	\$21.00

### 3. GENERAL

- 3.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.
- 3.2. This Amendment No. 2, executed by authorized representatives of Sprint and CLEC, is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

"Sprint"		"CLEC"
By:	Sprint-Florida, Incorporated	Alternative Phone, Jack
Name (typed):	William E. Cheek	Name (typed): CHAILES GE (LENCES
Title:	AVP - Strategic Sales & Account Management	Title: OFO OFO
Date:	3/1/04	Date: 2-27-04