BellSouth Telecommunications, Inc. Regulatory & External Affairs 150 South Monroe Street 400 Tallahassee, FL 32301-1556

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September 10, 2004

SEP 10 PH 4: 3 041066-7

BELLSOUTH

Marshall M. Crise

**Regulatory & External Affairs** 

Vice President

850 224 7798

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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 Advanced Tel, Inc. d/b/a EATEL

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 Advanced Tel, Inc. d/b/a EATEL

If you have any questions, please do not hesitate to call Robyn Holland at (850) 222-9380.

Very truly yours,

arphall Marisin Regulatory Vice President

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## Amendment To the Interconnection Agreement Between Advanced Tel, Inc. d/b/a EATEL and BellSouth Telecommunications, Inc. Dated July 27, 2003

Pursuant to this Amendment, (the "Amendment"), Advanced Tel, Inc. d/b/a EATEL ("Advanced Tel"), 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 27, 2003 ("Agreement") to be effective on the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Advanced Tel entered into the Agreement on July 27, 2003, and;

WHEREAS, BellSouth and Advanced Tel are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

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 in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit B of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.
- 2. The Parties agree to add the following language to Sections 4 and 5, as new Sections 4.6 and 5.7, respectively, of Attachment 2:
  - In addition to other charges specified in this Agreement for Local Number Portability Advanced Tel shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff;
- 3. All of the other provisions of the Agreement dated July 27, 2003 shall remain unchanged and in full force and effect.
- 4. 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.

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Signature Page

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

BellSouth Telecommunications, Inc.

By: n

Name: Kristen E. Rowe

Title: Director

04 8 Date:

Advanced Tel, Inc. d/b/a EATEL
By: Kan Mally
Name: Banjer J. Ahern
Title: Great dent
Date: Only 19 2004
Date: July 29, 2007
U

Advanced Tel, Inc. d/b/a EATEL - Local Number Portability Amendment

[CCCS Amendment 2 of 2] [CCCS Amendment 2 of 2]