

**Amendment to the Agreement
Between
IDS Telcom, L.L.C.
and
BellSouth Telecommunications, Inc.
Dated February 5, 2003**

Pursuant to this Amendment, (the "Amendment"), IDS Telcom, L.L.C. (IDS Telcom), 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 5, 2003 ("Agreement") to be effective ten (10) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and IDS Telcom entered into the Agreement on February 5, 2003 and;

WHEREAS, BellSouth and IDS Telcom 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 A of Attachment 2 as specified by the following USOCs: LNPCX, LNPCP, LNPCN and LNPCC, in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. The Parties agree to add the following language to Sections 4.1.1 and 5.7 of Attachment 2:

In addition to other charges specified in this Agreement for Local Number Portability IDS Telcom shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff.
3. This Agreement shall be deemed effective ten (10) calendar days following the date of the last signature of both Parties ("Effective Date").
4. All of the other provisions of the Agreement, dated February 5, 2003 shall remain in full force and effect.
5. 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 Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Rowe

Title: Director

Date: 8/20/04

IDS Telecom, L.L.C.

By: 

Name: Angel M. Lerro

Title: V-P Regulatory Affairs

Date: 8/19/04