

**Amendment No. 8 to the Agreement
Between
BellSouth BSE, Inc.
and
BellSouth Telecommunications, Inc.
Executed August 22, 2003
Effective September 21, 2003**

Pursuant to this Amendment No. 8, (the "Eighth Amendment"), BellSouth BSE, Inc. (BSE), BellSouth Long Distance, Inc. (BSLD), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties executed August 22, 2003 and effective September 21, 2003 ("Agreement") to be effective the date of the last signature executing this Amendment.

WHEREAS, BellSouth and BSE entered into the Agreement on September 21, 2003, and;

WHEREAS, BSLD has been made a party to this Agreement in the states of Alabama, Florida, Georgia, Mississippi, and South Carolina, and;

WHEREAS, the Parties 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 Section 4 as Section 4.1.1 of Attachment 2 and Section 5 as Section 5.4.5 of Attachment 2:
 - In addition to other charges specified in this Agreement for Local Number Portability BSE and BSLD 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 September 21, 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.

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

BellSouth Telecommunications, Inc.

By: 

Name: Kristen Rowe

Title: Director

Date: 8/23/04

BellSouth BSE, Inc.

By: 

Name: Mario L. Soto

Title: President

Date: 9/8/04

BellSouth Long Distance, Inc

By: 

Name: Mario L. Soto

Title: President

Date: 9/8/04