

8/18/2008 2:10 PM

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Ruth Nettles

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From: Holland, Robyn P [rh0582@att.com]
Sent: Monday, August 18, 2008 1:19 PM
To: Filings@psc.state.fl.us
Cc: Holland, Robyn P; Jeff Bates
Subject: Amend to ICA AT&T & Norlight

Attachments: 9100C_Sc.pdf



9100C_Sc.pdf
(155 KB)

-----Original Message-----

From: YANT, ROBYN [mailto:robyn.holland@att.com]
Sent: Monday, August 18, 2008 1:07 PM
To: YANT, ROBYN
Subject: 9100C Scan

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August 18, 2008

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

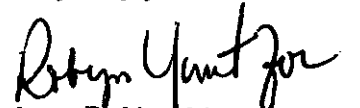
Re: Approval of Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Norlight, Inc d/b/a Cinergy Communications TX645

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast Amendment to Interconnection, unbundling, resale and collocation Agreement with Norlight, Inc d/b/a Cinergy Communications.

If you have any questions, please do not hesitate to call Robyn Yant at (850) 577-5551.

Very truly yours,


Jerry D. Hendrix
Regulatory Vice President

**AMENDMENT TO EXTEND TERM DATE/BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
AND AT&T TENNESSEE ("AT&T")
AT&T/NORLIGHT, INC.
02/06/2008**

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT
OF 1996**

**BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND
AT&T TENNESSEE
AND
NORLIGHT, INC.**

The Interconnection Agreement dated February 26, 2003 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and Norlight, Inc. ("Norlight") ("Agreement") effective in the states of Alabama, Florida, Georgia, Louisiana, North Carolina, and South Carolina is hereby amended as follows:

1. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
 - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from 1/14/2008 until 1/14/2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Norlight, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
2. The Agreement is also amended as follows to reflect prior changes of law, and (ii) Norlight acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Commission(s) and shall become effective on the date of the last signature executing the Amendment.

DOCUMENT NUMBER - DATE

07390 AUG 18 88

FPSC-COMMISSION CLERK

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

**BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida,
AT&T Georgia, AT&T Kentucky, AT&T
Louisiana, AT&T Mississippi, AT&T
North Carolina, AT&T South Carolina,
and AT&T Tennessee.**

By: Kristen E. Shore

Name: Kristen Shore

Title: Director

Date: 6/20/08

Norlight, Inc.

By: [Signature]

Name: John Conelli

Title: AD's President

Date: 6/11/08

**Approved as to form
Legal**

By: [Signature] Date: 5/2/08

Norlight six state extension