



Florida Regulatory Relations
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September 25, 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 TeleDias communications, Inc.

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 TeleDias communications, Inc.

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

The underlying agreement was filed on September 17, 2008 in docket 080601-TP.

Very truly yours,

for Robyn Yant
Jerry D. Hendrix
Regulatory Vice President

**Amendment
To The
Resale Agreement 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**

**TeleDias Communications, Inc.
Dated November 25, 2007**

Pursuant to this Amendment (the "Amendment"), 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 TeleDias Communications, Inc. ("TeleDias"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Resale Agreement between the Parties dated November 25, 2007 ("Agreement") to be effective the date of the last signature.

WHEREAS, AT&T and TeleDias entered into the Agreement on November 25, 2007, and;

NOW THEREFORE, in consideration of the mutual promises and covenants 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 replace the initial Section in the General Terms and Conditions and replace with the following language:


WHEREAS, TeleDias is or seeks to become a CLEC authorized to provide telecommunications services in the states of Georgia and Florida.

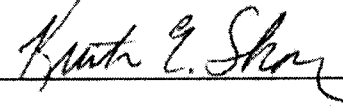
2. The Parties agree that **AT&T-9STATE** shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
3. The Parties agree to add Rates contained in Attachment 1, Resale Discounts & Rates as Exhibit 1 attached hereto and incorporated herein by this reference.
4. This Amendment shall be effective the date of the last signature executing the Amendment.
5. All of the other provisions of the Resale Agreement, dated November 25, 2007, shall Remain in full force and effect.

6. Either or both of the Parties are authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

TeleDias Communications, Inc.

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: 
 Name: Carmen Asorey
 Title: Vice President
 Date: July 17, 2008

By: 
 Name: Kristen Shore
 Title: Director
 Date: 9/17/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____	MISSISSIPPI	_____	_____
FLORIDA	_____	_____	NORTH CAROLINA	_____	_____
GEORGIA	897E	EDD	SOUTH CAROLINA	_____	_____
KENTUCKY	_____	_____	TENNESSEE	_____	_____
LOUISIANA	_____	_____			

CATEGORY	RATE ELEMENTS	Interim Zones	BCS	USOC	RATES(\$)				Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	
					Nonrecurring Adrt	First	Nonrecurring Disconnect Adrt	First	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	SOMAN
RESALE DISCOUNTS & RATES - Florida												
	RESALE APPLICABLE DISCOUNTS											
	Residence %											
	Business %											
	CSA %											
	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"											
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for its services ordering charges, or CLEC may elect the regional service ordering charges, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.												
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only			SOMECC				3.50	0.00	3.50	0.00	
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only			SOMAN				19.99	0.00	19.99	0.00	
	ODUF/EOOUF SERVICES											
	OPTIONAL DAILY USAGE FILE (ODUF)											
	ODUF: Recording, per message											
	ODUF: Message Processing, per message											
	ODUF: Message Processing, per Magnetic Tape provisioned											
	ODUF: Data Transmission (CONNECT/DIRECT), per message											
	ENHANCED OPTIONAL DAILY USAGE FILE (EOOUF)											
	EOOUF: Message Processing, per message											
	SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)											
	Selective Routing Per Unique Line Class Code Per Request Per Switch							93.55	93.55	12.71	12.71	
	DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLSN SOFTWARE											
	Loading of DA Custom Branded Announcement							3,000.00	3,000.00			
	Loading of DA Custom Branded Announcement per Switch per OCN							1,170.00	1,170.00			
	DIRECTORY ASSISTANCE UNBRANDING via OLSN SOFTWARE											
	Loading of DA per OCN (1 OCN per Order)							420.00	420.00			
	Loading of DA per Switch per OCN							16.00	16.00			
	OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLSN SOFTWARE											
	Loading of Custom Branded OA Announcement							7,000.00	7,000.00			
	Loading of Custom Branded OA Announcement per sheet/NAV per OCN							500.00	500.00			
	Loading of OA Custom Branded Announcement per Switch per OCN							1,170.00	1,170.00			
	OPERATOR ASSISTANCE UNBRANDING via OLSN SOFTWARE											
	Loading of OA per OCN (Regional)							1,200.00	1,200.00			