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November 6, 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 Royal Street Communication Florida, LLC.

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 the Interconnection, Unbundling, Resale and Collocation Agreement with Royal Street Communication Florida, LLC.

The underlying agreement was filed on September 12, 2006 in Docket No. 060611-TP.

If you have any questions, please do not hesitate to call Greg Follensbee at (850) 577-5555.

Very truly yours,

  
Jerry D. Hendrix  
Regulatory Vice President

**FIRST AMENDMENT  
TO THE  
INTERCONNECTION AGREEMENT BETWEEN  
ROYAL STREET COMMUNICATIONS, LLC AND  
BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T FLORIDA  
DATED May 30, 2006**

Pursuant to this First Amendment (the "Amendment") Royal Street Communications Florida, LLC ("Royal Street Florida") (as assignee of Royal Street Communications, LLC ("Royal Street")) and BellSouth Telecommunications, Inc., d/b/a AT&T Florida ("BellSouth") (hereinafter referred to collectively as the "Parties") hereby amend that certain Interconnection Agreement originally entered into between Royal Street and BellSouth, dated May 30, 2006 ("Agreement"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Agreement.

WHEREAS, as permitted under Article XXI of the Agreement, Royal Street has assigned, subject to provision of the requisite 30-day notice to BellSouth, which notice the Parties acknowledge has been given and received, all of Royal Street's rights, obligations and interests under the Agreement to Royal Street's wholly-owned direct subsidiary, Royal Street Florida, a Delaware Limited Liability Company; and

WHEREAS, Article XXI of the Agreement also provides that in the case of any such assignment the Parties shall amend the Agreement to reflect any such assignment, as also provided under Article XVI.B of the Agreement.

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 Agreement is hereby amended to substitute "Royal Street Communications Florida, LLC" for "Royal Street Communications, LLC" as the Carrier in the second and third line of the preamble to the Agreement on Page 4 of the Agreement.
2. Article XXVIII of the Agreement relating to "Notices" is amended to substitute "Royal Street Communications Florida, LLC" for "Royal Street Communications, LLC" and to change the subsequent address to read as follows:

John R. Lister  
Vice President – Network Development  
Royal Street Communications, LLC  
2435 North Central Expressway, #1200  
Richardson, Texas 75080  
Fax Number:(214) 712-7301.

3. 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.

4. All of the other provisions of the Agreement shall remain in full force and effect, without change.

5. This Amendment shall be filed with and is subject to approval by the Florida Public Service Commission and shall be effective upon approval by such Commission.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the dates indicated below.

**BellSouth Telecommunications, Inc.  
By AT&T Operations, Inc.,  
Its authorized agent**

By: Kathy Wilson-Chu

Kathy Wilson-Chu

Name

Director

Title

Date: 1/24/08

**Royal Street Communications Florida,  
LLC**

By: [Signature]

Robert A. Gerard

Name

Chief Executive Officer

Title

Date: 1/9/08