



Jerry D. Hendrix
Vice President
Regulatory Relations

AT&T Florida
150 South Monroe Street
Suite 400
Tallahassee, FL 32301

T: 850.577.5550
F: 850.224.5073
jerry.hendrix@att.com
www.att.com

100183-TP

April 15, 2010

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

RECEIVED-PPSC
10 APR 15 PM 4:09
COMMISSION
CLERK

Re: Approval of Amendment to the Interconnection Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Zeus Wireless, LLC.

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and one 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 Zeus Wireless, LLC.

The underlying agreement was filed on March 23, 2010 in docket 100140-TP.

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

Very truly yours,


for Jerry D. Hendrix
Regulatory Vice President

- COM _____
- APA _____
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- CLK Yant

DOCUMENT NUMBER-DATE

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**AMENDMENT TO
THE INTERCONNECTION AGREEMENT
BY AND BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
ZEUS WIRELESS LLC**

The Interconnection Agreement, dated March 2, 2010 ("the Agreement") by and between BellSouth Telecommunications, Inc.¹ AT&T Florida ("AT&T") and Zeus Wireless LLC ("CARRIER") is hereby amended as follows:

(1) The Parties agree to add the following language after the second "Whereas" clause of the Interconnection Agreement:

Whereas, the Parties have agreed that this Agreement will apply only to (1) traffic that originates on AT&T's network or is transited through AT&T's network and is routed to Carrier's wireless network for wireless termination by Carrier; and (2) traffic that originates through wireless transmitting and receiving facilities before Carrier delivers traffic to AT&T for termination by AT&T or for transit to another network; and

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(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 Public Service Commission in the states of Florida and shall become effective ten (10) days following approval by such Commissions.

¹ BellSouth Telecommunications, Inc. is now doing business in Florida as AT&T Florida.

Zeus Wireless LLC

By: Nathan

Printed: NATHAN NELSON

Title: COO/FOUNDER
(Print or Type)

Date: 02-19-2010

OCN 896F

ACNA YZU

**BellSouth Telecommunications, Inc. d/b/a AT&T
Florida by AT&T Operations, Inc., its authorized agent**

By: Eddie A. Reed Jr.

Printed: Eddie A. Reed Jr.

Title: Director-Interconnection Agreements

Date: 3-2-10