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100390-TP

August 31, 2010

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

RECEIVED-FPSC
10 AUG 31 PM 4:30
COMMISSION
CLERK

Re: Approval of Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Saturn Telecommunication Services, Inc. d/b/a STS

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and one copy of the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Saturn Telecommunication Services, Inc. d/b/a STS.

The underlying agreement was filed on December 13, 2006 in docket 060798-TP.

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

Very truly yours,

COM _____
APA _____
ECR _____
GCL _____
RAD _____
SSC _____
ADM _____
OPC _____
CLK Grant

DOCUMENT NUMBER DATE

07249 AUG 31 2010

FPSC-COMMISSION CLERK

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T FLORIDA
AND
SATURN TELECOMMUNICATION SERVICES INC d/b/a STS**

Pursuant to this Amendment, BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T") and Saturn Telecommunication Services Inc. dba STS ("STS"), hereinafter referred to collectively as the "Parties", agree to amend that certain Interconnection Agreement between the Parties dated November 17, 2006 ("Agreement") to be effective on the date of last signature executing the Amendment.

WHEREAS, AT&T and STS entered into the Agreement on November 17, 2006; and

WHEREAS, AT&T and STS agree to modify the commingling provisions in 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. Delete Section 1.11.5 in Section 1.11, Commingling of Services, located in Attachment 2, Access to Network Elements and Other Services, and replace with the following:

1.11.5 Notwithstanding anything in the Agreement to the contrary, BellSouth shall permit CLEC to commingle or combine Network Elements or Combinations with services, network elements or other offerings that it is obligated to make available pursuant to Section 271 of the Act.

2. Delete Section 13.5 in Section 13, Commingling of Services, located in Exhibit 1, FL COL Language, in Attachment 2, Access to Network Elements and Other Services, and replace with the following:

13.5 Notwithstanding anything in the Agreement to the contrary, BellSouth shall permit CLEC to commingle or combine Network Elements or Combinations with services, network elements or other offerings that it is obligated to make available pursuant to Section 271 of the Act.

3. All of the other provisions of the Interconnection Agreement, dated November 17, 2006, shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.
5. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern.
6. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

7. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
8. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Sections 1 and 2 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
9. Modification. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
10. Effective Date. This Amendment shall be deemed effective on the date of the last signature executing this Amendment ("Effective Date").
11. Reservation of Rights. 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.

Saturn Telecommunication Services Inc. d/b/a
STS

By: 

Name: Keith Kernick

Title: IEVP

Date: Aug 10, 2010

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

By: 

Name: Eddie A. Reed, Jr.

Title: Director - Interconnection Agreements

Date: 8.30.10

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
FLORIDA	407A	645A, 631B	645A
ACNA -	SJS		