



Mary K. Keyer
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Kentucky Legal Department

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October 30, 2012

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Filing of Amendment

Dear Mr. Derouen:

Enclosed for filing is a CD-ROM containing the following Amendment. The document has been electronically filed with the Commission.

US LEC Communications, LLC
Interconnection Amendment
Case No. 00576

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary K. Keyer", written over a printed name.

Mary K. Keyer

Enclosure

1049423

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC 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, AT&T TENNESSEE
AND
US LEC OF ALABAMA L.L.C., US LEC OF FLORIDA, LLC,
US LEC OF GEORGIA LLC (DELAWARE), US LEC OF SOUTH CAROLINA LLC, US LEC OF
TENNESSEE LLC, AND US LEC COMMUNICATIONS LLC**

The Interconnection Agreement by and between BellSouth Telecommunications, LLC 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") (f/k/a BellSouth Telecommunications, Inc. ("BellSouth")) and US LEC of Alabama L.L.C., US LEC of Florida, LLC, US LEC of Georgia LLC (DELAWARE), US LEC of South Carolina LLC, US LEC of Tennessee LLC, and US LEC Communications LLC ("US LEC") (f/k/a US LEC of Alabama Inc., US LEC of Florida Inc., US LEC of Georgia Inc., US LEC of North Carolina Inc., US LEC of South Carolina Inc., US LEC of Tennessee Inc. and US LEC Communications Inc.) is hereby amended as follows.

WHEREAS, AT&T and US LEC of Alabama Inc., US LEC of Florida, Inc., US LEC of Georgia Inc., US LEC of North Carolina Inc., US LEC of South Carolina Inc., US LEC of Tennessee Inc. and US LEC Communications Inc. are the parties to that certain "Interconnection Agreement" approved as of December 28, 2006 (the "Agreement"); and

WHEREAS, US LEC of Alabama Inc. has changed its name to US LEC of Alabama L.L.C., US LEC of Florida Inc. has changed its name to US LEC of Florida, LLC, US LEC of Georgia Inc. has changed its name to US LEC of Georgia LLC, US LEC of North Carolina Inc. has changed its name to US LEC Communications LLC, US LEC of South Carolina Inc. has changed its name to US LEC of South Carolina LLC, US LEC of Tennessee Inc. has changed its name to US LEC of Tennessee LLC, and US LEC Communications Inc. has changed its name to US LEC Communications LLC and they wish to reflect these name changes as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T and US LEC hereby agree as follows:

1. The Agreement is hereby amended to reflect the name changes from US LEC of Alabama Inc. to US LEC of Alabama L.L.C., from US LEC of Florida Inc. to US LEC of Florida, LLC, from US LEC of Georgia Inc. to US LEC of Georgia LLC, from US LEC of North Carolina Inc. to US LEC Communications LLC, from US LEC of South Carolina Inc. to US LEC of South Carolina LLC, from US LEC of Tennessee Inc. to US LEC of Tennessee LLC, and from US LEC Communications Inc. to US LEC Communications LLC.
2. AT&T shall reflect that name change from US LEC of North Carolina Inc. to US LEC Communications LLC only for the main billing account (header card) for each of the accounts previously billed to US LEC of North Carolina Inc. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, US LEC Communications LLC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by US LEC of North Carolina Inc. with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, US LEC of North Carolina, Inc. shall operate with AT&T under the US LEC Communications LLC name for those accounts. Such operation shall include, by way of example only, submitting orders under US LEC Communications LLC and labeling (including re-labeling) equipment and facilities with such name.

4. US LEC Communications LLC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by US LEC Communications LLC, or by AT&T on behalf of US LEC Communications LLC, for updating billing accounts and End User records.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.
8. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

US LEC of Alabama L.L.C., US LEC of Florida, LLC,
US LEC of Georgia LLC, US LEC of South Carolina
LLC, US LEC of Tennessee LLC, and US LEC
Communications LLC

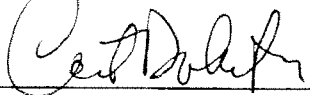
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA,
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T
LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,
AT&T SOUTH CAROLINA, and AT&T TENNESSEE by AT&T
Services, Inc., its authorized agent.

Signature: 

Name: John Fletcher
(Print or Type)

Title: General Counsel
(Print or Type)

Date: October 12, 2012

Signature: 

Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 10-18-12

| State | Resale OCN | ULEC OCN | CLEC OCN |
|----------------|------------|----------|------------|
| ALABAMA | 8863 | 4839 | 4839 |
| FLORIDA | 8863 | 2004 | 8692, 8863 |
| GEORGIA | 8863 | 3747 | 3747, 8355 |
| KENTUCKY | 8863 | 784B | 3495 |
| LOUISIANA | 8863 | 0890 | 0893, 0890 |
| MISSISSIPPI | 8863 | 622A | 3099, 8356 |
| NORTH CAROLINA | 7674 | 3451 | 7674, 3451 |
| SOUTH CAROLINA | 8863 | 8693 | 8693 |
| TENNESSEE | 8356 | 790B | 8356 |

| Description | ACNA Code(s) |
|-------------|--------------|
| ACNA(s) | UHC |