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March 22, 2013

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

Re: Filing of Amendments

Dear Mr. Derouen:

Enclosed for filing is a CD-ROM containing the following Amendments. The documents have been electronically filed with the Commission.

ALEC, LLC
Interconnection Amendments
Case No. 00353

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

Sincerely,


Mary K. Keyer

Enclosure

1076317

**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 SOUTH CAROLINA AND
AT&T TENNESSEE
AND
ALEC, LLC; ALEC, LLC OF KENTUCKY**

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 SOUTH CAROLINA and AT&T TENNESSEE ("AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE") (previously referred to as BellSouth Telecommunications, Inc., (BellSouth)) and ALEC, LLC in Alabama, Florida, Georgia, Kentucky, Mississippi, South Carolina and Tennessee and ALEC, LLC of Kentucky in Louisiana ("ALEC") (f/k/a ALEC, Inc.), is hereby amended as follows.

WHEREAS, AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE and ALEC, Inc. ("ALEC") are the parties to that certain "Interconnection Agreement" as executed by the last party on November 3, 2006 (the "Agreement"); and

WHEREAS, ALEC has changed its name to "ALEC, LLC" in Alabama, Florida, Georgia, Kentucky, Mississippi, South Carolina and Tennessee and "ALEC, LLC of Kentucky" in Louisiana, and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE and ALEC hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "ALEC, Inc." to "ALEC, LLC" in Alabama, Florida, Georgia, Kentucky, Mississippi, South Carolina and Tennessee and "ALEC, LLC of Kentucky" in Louisiana.
2. AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE shall reflect that name change from "ALEC, Inc." to "ALEC, LLC" in Alabama, Florida, Georgia, Kentucky, Mississippi, South Carolina and Tennessee and "ALEC, LLC of Kentucky" in Louisiana only for the main billing account (header card) for each of the accounts previously billed to ALEC. AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE'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, ALEC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by ALEC with AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, ALEC shall operate with AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE under the "ALEC, LLC" in Alabama, Florida, Georgia, Kentucky, Mississippi, South Carolina and Tennessee and "ALEC, LLC of Kentucky" in Louisiana name for those accounts. Such operation shall include, by way of example only, submitting orders under ALEC, and labeling (including re-labeling) equipment and facilities with ALEC.
4. ALEC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by ALEC, or by AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T

KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE on behalf of ALEC, 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. 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.

ALEC, LLC; ALEC, LLC of Kentucky

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 SOUTH CAROLINA and AT&T TENNESSEE by AT&T Services, Inc., its authorized agent

Signature: Mark I. HayesSignature: Patrick DohertyName: Mark I. Hayes
(Print or Type)Name: Patrick Doherty
(Print or Type)Title: VP CLEC operations
(Print or Type)Title: Director - Regulatory
(Print or Type)Date: March 11 2013Date: 3-20-13

State	Resale OCN	CLEC OCN	ACNA
ALABAMA	---	636E	WTF
FLORIDA	---	4191	MKE
GEORGIA	4262	4750	OLK
KENTUCKY	7018	7017	WTF
KENTUCKY	4212	4211	TVK
MISSISSIPPI	---	9898	WTF
SOUTH CAROLINA	---	217F	WTF
TENNESSEE	---	2588	WTF