

BellSouth Telecommunications, Inc.  
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Marshall M. Criser III  
Regulatory Vice President

November 13, 2001

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

011563 - TP

Re: Approval of an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and ALEC, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and ALEC, Inc. are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to ALEC, Inc.. The initial agreement between the companies was filed in Docket 011215-TP, on September 21, 2001, and will be deemed effective by operation of law on December 24, 2001. This is a merger amendment.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting this amendment to the negotiated agreement between BellSouth and ALEC, Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exists as to the agreement they have negotiated and therefore, as such this amendment should be deemed effective by operation of law on February 13, 2002.

Very truly yours,

*Marshall M. Criser III*  
Regulatory Vice President (KA)

DOCUMENT NUMBER-DATE

14389 NOV 13 2001

FPSC-COMMISSION CLERK

**ATTACHMENT TO TRANSMITTAL LETTER**

The Amendment entered into by and between ALEC, Inc. and BellSouth Telecommunications, Inc., dated October 1, 2001 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	2
TOTAL	2

**Amendment to the Agreement  
between BellSouth Telecommunications, Inc.  
and  
ALEC, Inc.  
dated April 24, 2000**

Pursuant to this Amendment, (the "Amendment"), ALEC, Inc. ("ALEC"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Agreement between the Parties dated April 24, 2000, as amended by that certain Amendment to The Interconnection Agreement between ALEC and BellSouth dated September 14, 2000, as further amended by that certain Amendment to the Interconnection Agreement between ALEC and BellSouth dated January 25, 2001, as further amended by that certain Amendment to the Interconnection Agreement between ALEC and BellSouth dated May 10, 2001, and as further amended by that certain Amendment to Agreement between BellSouth and ALEC dated July 25, 2001 (the "Agreement").

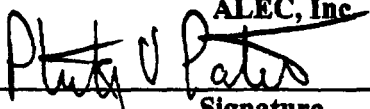
WHEREAS, OptiLink Communications, Inc. ("OptiLink"), MetroLink Internet Services of Port Saint Lucie, Inc. ("MetroLink") and Touchtone Communications, Inc. ("Touchtone") have merged with and into ALEC; and


WHEREAS, the Parties desire to amend the Agreement to incorporate all accounts of such merged entities and their respective Agreements with BellSouth under the Agreement, and;

NOW THEREFORE, in consideration of the mutual provisions 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. Attachment 1 of this Amendment, statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, is hereby made an attachment to the Agreement.
3. The Parties agree to terminate the standalone OptiLink, MetroLink and Touchtone Agreements between BellSouth and OptiLink, MetroLink and Touchtone respectively.
4. All of the other provisions of the Agreement, dated April 24, 2000, shall remain in full force and effect.
5. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

  
ALEC, Inc.  
Signature  
Philip V Patete  
Name  
Chief Technical Officer  
Title  
September 22, 2001  
Date

  
BellSouth Telecommunications, Inc.  
Signature  
C.W. BOLTZ  
Name  
MANAGING DIRECTOR  
Title  
10-1-01  
Date

**STATEMENT OF ASSUMPTION OF SERVICES AND  
ALL OUTSTANDING INDEBTEDNESS AND FUTURE CHARGES**

For and in consideration of the mutual promises contained herein, BellSouth and ALEC agree as follows:

1. BellSouth agrees, pursuant to the terms of this Attachment to the Amendment to the Agreement between BellSouth and ALEC, assignee of OptiLink, MetroLink and Touchtone to furnish telecommunications services to ALEC pursuant to the terms of the Agreement, as amended, or pursuant to BellSouth's tariffs.
2. ALEC hereby assumes all obligations for services provided to OptiLink, MetroLink and Touchtone under the respective Agreements between BellSouth and OptiLink, MetroLink and Touchtone and agrees to pay BellSouth, upon demand, account security, applicable service ordering charges, future, current, past due and presently outstanding bills which are attributed to the OptiLink, MetroLink, Touchtone Agreements or ALEC for such services pursuant to the applicable tariff or Agreement.
3. ALEC specifically agrees to pay all bills and charges incurred, as well as any and all charges incurred on the billing account numbers for OptiLink, MetroLink, and Touchtone.
4. ALEC specifically agrees to assume the unexpired portion of the minimum term, and any termination liability, applicable to such services.
5. The undersigned is a duly authorized representative of ALEC and by the authority granted to the undersigned by OptiLink, MetroLink, and Touchtone is authorized to bind ALEC to the terms and conditions contained herein.