

BellSouth Telecommunications, Inc.
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January 3, 2002

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

020014-TP

Re: Approval of an Amendment to the Adopted 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 was filed for Commission approval on September 25, 2001 in Dkt. No. 011215-TP. It was deemed effective by operation of law on December 26, 2001. This is a merger amendment.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting 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 agree that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement. This amendment will be deemed effective by operation of law on April 3, 2002.

Very truly yours,

Marshall M. Criser III
(KA)

DOCUMENT NUMBER-DATE
00082 JAN-3 2002
FPSC-COMMISSION CLERK

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between ALEC, Inc. and BellSouth Telecommunications, Inc., dated December 10, 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, as further amended by that certain Amendment to the Agreement between BellSouth and ALEC dated October 1, 2001 (the "Agreement").

WHEREAS, Gietel, Inc. ("Gietel") has merged with and into ALEC; and

WHEREAS, the Parties desire to amend the Agreement to incorporate all accounts of such merged entity and its respective agreement 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:

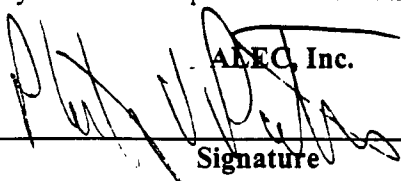
1. Attachment 1 of this Amendment, statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, is hereby made an attachment to the Agreement.

3. The Parties agree to terminate the standalone Gietel agreement between BellSouth and Gietel.

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
December 7, 2001

Date

BellSouth Telecommunications, Inc.


Signature
G. R. Follenbeer

Name
Senior Director

Title
12-10-01

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 Gietel 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 Gietel under the respective agreement between BellSouth and Gietel 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 Gietel 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 Gietel.
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 Gietel is authorized to bind ALEC to the terms and conditions contained herein.