

Kentucky

EXHIBIT A

This amendment is intended to be inserted into the interconnection agreement in the section concerning directory listings.

Release of Subscriber Listing information to Independent Publishers

Notwithstanding any provision(s) to the contrary, KMC agrees to provide to BellSouth, and BellSouth agrees to accept, KMC's Subscriber Listing Information (SLI) relating to KMC's customers in the geographic area(s) covered by this Interconnection Agreement. KMC authorizes BellSouth to release all such KMC SLI provided to BellSouth by KMC to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariffs.

No compensation shall be paid to KMC for BellSouth's receipt of KMC SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of CLEC's SLI, or costs on an ongoing basis to administer the release of KMC SLI, KMC shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. BellSouth shall not be liable for the content or accuracy of any SLI provided by KMC under this Agreement. KMC shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate KMC listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to KMC any complaints received by BellSouth relating to the accuracy or quality of KMC listings. The Parties shall negotiate the date for the initial release of KMC listings and subsequent updates. The KMC listings and subsequent updates will be released consistent with BellSouth's required system changes and/or scheduling requirements.

(SIGNATURE ON FILE)
Signature of Authorized Representative

James Longino
Typed or Printed Name

ACCEPTED

SVP - Sales Southern Div
Title

(SIGNATURE ON FILE)
BellSouth Telecommunications, Inc.

Amendment

Pursuant to this Agreement, (the "Amendment"), KMC Telecom, Inc., KMC Telecom II, Inc., KMC Telecom III, Inc., and KMC Telecom IV, Inc. (collectively KMC Telecom), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement in the state of Kentucky between the Parties dated April 14, 2000 ("Agreement").

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 III, Section 4, Paragraph 4.1 is hereby deleted in its entirety and is replaced with the following:

4.1 Definition

4.1.1 A loop is a transmission facility between a distribution frame [cross-connect], or its equivalent, in a BellSouth central office or wire center, and the network interface device at a subscriber's premises, to which KMC Telecom is granted exclusive use. This includes, but is not limited to two-wire and four-wire analog voice-grade loops, and two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide ISDN, ADSL, HDSL, and DS1-level signals. Two-wire analog voice-grade loops may be provisioned as Standard or Customized. Standard loops are non-designed, do not have test points, and do not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, BellSouth shall activate Standard loops on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. A loop may be composed of the following components:

Loop Concentrator/Multiplexer
Loop Feeder
Network Interface Device (NID)
Distribution

2. The following are hereby created and added to Attachment III, Section 2:

2.10 BellSouth Order Coordination referenced in Attachment III includes two type: "Order Coordination" and "Order Coordination – Time Specific".

2.10.1 "Order Coordination" refers to standard BellSouth service order coordination involving Customized voice loops and all digital loops. Order Coordination is a coordinated conversion of an existing dial-tone customer from one local service provider to another. The conversion must include disconnecting the existing circuit, performing any required number portability translations and activating the new loop to KMC Telecom's collocation space in a coordinated manner. For a coordinated conversion (i.e., stand alone SPNP, SPNP and PNP with loop or stand alone loop where order coordination is provided for in the Agreement) BellSouth shall verbally

coordinate the disconnect with KMC and perform any switch translations so as to limit end user service outage. BellSouth and KMC will mutually agree upon a cutover time 24 to 48 hours prior to the actual conversion. Both parties will use best efforts to ensure mutually agreed to conversions times, as identified in this paragraph, will commence within 15 minutes of the agreed time. BellSouth will provide status and completion notification on new service or non-physical conversions at non-scheduled intervals on the committed due date. The confirmed due date is the date returned on the FOC.

- 2.10.2 “Order Coordination – Time Specific” refers to service order coordination in which KMC Telecom requests a specific time for a service order conversion to take place. BellSouth shall charge KMC Telecom an additional charge for such orders.
3. The following are hereby created and added to Attachment III, Section 4:
 - 4.1.3 Unbundled Copper Loop (UCL)
 - 4.1.3.1 BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft) will be used when a KMC wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.
 - 4.1.3.2 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.
 - 4.1.3.3 The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. KMC may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of KMC’s choosing. KMC will determine the type of service that will be provided over the loop.
 - 4.1.3.4 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth’s ADSL and HDSL capable loop offerings, KMC agrees that BellSouth’s UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.
 - 4.1.3.5 The UCL loop shall be provided to KMC in accordance with BellSouth’s Technical Reference 73600.

4. Loop rates in Attachment 1, Table 1, as amended on October 21, 1997 and April 14, 2000 are hereby deleted and replaced with Exhibit A of this Amendment.

5. All of the other provisions of the Agreement, dated April 14, 2000, shall remain in full force and effect.

6. Either or both of the Parties is authorized to submit this Amendment to the Kentucky Public Service Commission 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.

BellSouth Telecommunications, Inc.

**KMC Telecom, Inc., KMC Telecom II, Inc.
KMC Telecom III, Inc., KMC Telecom IV, Inc.**

Signature on File
Signature

Signature on File
Signature

Jerry D. Hendrix
Name

John D. McLaughlin, Jr.
Name

Senior Director

Director, State Regulatory Affairs

June 20, 2000
Date

June 19, 2000
Date

ELEMENTS	USOC	Rate
LOOPS		
2-Wire Analog VG Loop, per month		
Standard – with Network Interface Device	UEAL2	\$20.00
Standard – without Network Interface Device	UEAL2	\$18.20
NRC – 1 st	UEAL2	\$86.08
NRC – Add'l	UEAL2	\$58.57
NRC – Incremental Charge – Order Coordination – Time Specific (per LSR)	OCOSL	\$55.00
2-Wire Analog VG Loop, per month		
Customized – with Network Interface Device	UEAL2	\$23.35
Customized – without Network Interface Device	UEAL2	\$21.41
NRC - 1 st	UEAL2	\$236.75
NRC - Add'l	UEAL2	\$177.10
NRC - Order Coordination for Specified Conversion Time	OCOSL	\$55.00
4-Wire Analog VG Loop, per month		
Standard – with Network Interface Device	UEAL4	\$28.28
Standard – without Network Interface Device	UEAL4	\$26.38
NRC - 1 st	UEAL4	\$457.14
NRC - Add'l	UEAL4	\$348.83
NRC - Order Coordination for Specified Conversion Time	UEAL4	\$55.00
2-Wire ISDN Digital Grade Loop, per month		
Standard – with Network Interface Device	U1L2X	\$31.99
Standard – without Network Interface Device	U1L2X	\$29.65
NRC - 1 st	U1L2X	\$541.28
NRC - Add'l	U1L2X	\$431.61
NRC - Order Coordination for Specified Conversion Time	OCOSL	\$55.00
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, per month		
Standard – with Network Interface Device	UAL2X	\$11.89
Standard – without Network Interface Device	UAL2X	\$10.63
NRC - 1 st	UAL2X	\$713.50
NRC - Add'l	UAL2X	\$609.44
NRC - Order Coordination for Specified Conversion Time	OCOSL	\$55.00
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop, per month		
Standard – with Network Interface Device	UHL2X	\$8.51
Standard – without Network Interface Device	UHL2X	\$7.40
NRC - 1 st	UHL2X	\$713.50
NRC - Add'l	UHL2X	\$609.44
NRC - Order Coordination for Specified Conversion Time	OCOSL	\$55.00
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop, per month		
Standard – with Network Interface Device	UHL4X	\$10.39
Standard – without Network Interface Device	UHL4X	\$9.70
NRC - 1 st	UHL4X	\$748.93
NRC - Add'l	UHL4X	\$646.17
NRC - Order Coordination for Specified Conversion Time	OCOSL	\$55.00
4-Wire DS1 Digital Loop, per month	USLXX	\$67.96
NRC - 1 st	USLXX	\$849.80
NRC - Add'l	USLXX	\$523.27
NRC - Order Coordination for Specified Conversion Time	OCOSL	\$55.00
4-Wire 56 or 64 Kbps Dig Grade Loop, per month	UDL56 OR 64	\$45.00
NRC - 1 st	UDL56 OR 64	\$260.00
NRC - Add'l	UDL56 OR 64	\$105.00
NRC – Manual Service Order – 1 st	UDL56 OR 64	\$22.00
NRC - Manual Service Order – Add'l	UDL56 OR 64	\$22.00
NRC - Order Coordination for Specified Conversion Time	UDL56 OR 64	\$55.00
2-Wire Unbundled Copper Loop (18kf or less) Note 1		
RC – Statewide, per month	UCLPB	\$11.89

ELEMENTS	USOC	Rate
RC – Zone 1, per month (Note 2)	TBD	TBN
RC – Zone 2, per month (Note 2)	TBD	TBN
RC – Zone 3, per month (Note 2)	TBD	TBN
NRC - 1 st	UCLPB	\$713.50
NRC - Add'l	UCLPB	\$609.44
NRC – Incremental Charge – Manual Service Order – 1st	SOMAN	\$47.00
NRC – Incremental Charge – Manual Service Order – Add'l	SOMAN	\$21.00
NRC – Incremental Charge – Manual Service Order – Disconnect	SOMAN	\$17.77
2-Wire Unbundled Copper Loop (>18kf) Note 1		
RC – Statewide, per month	UCL2L	\$40.00
RC – Zone 1, per month (Note 2)	TBD	TBN
RC – Zone 2, per month (Note 2)	TBD	TBN
RC – Zone 3, per month (Note 2)	TBD	TBN
NRC - 1 st	UCL2L	\$713.50
NRC - Add'l	UCL2L	\$609.44
NRC – Incremental Charge – Manual Service Order – 1st	SOMAN	\$47.00
NRC – Incremental Charge – Manual Service Order – Add'l	SOMAN	\$21.00
NRC – Incremental Charge – Manual Service Order – Disconnect	SOMAN	\$17.77
4-Wire Unbundled Copper Loop (18kf or less) Note 1		
RC – Zone 1, per month (Note 2)		\$16.65
RC – Zone 2, per month (Note 2)		\$19.22
RC – Zone 3, per month (Note 2)		\$30.55
NRC - 1 st		\$353.80
NRC - Add'l		\$162.61
NRC – Disconnect – 1 st		\$156.25
NRC – Disconnect – Add'l		\$41.96
NRC – Manual Order Coordination – per loop		\$36.46
4-Wire Unbundled Copper Loop (>18kf) Note 1		
RC – Zone 1, per month (Note 2)		\$47.56
RC – Zone 2, per month (Note 2)		\$54.92
RC – Zone 3, per month (Note 2)		\$87.30
NRC - 1 st		\$258.06
NRC - Add'l		\$88.88
NRC – Disconnect – 1 st		\$156.25
NRC – Disconnect – Add'l		\$41.96
NRC – Manual Order Coordination – per loop		\$36.46
DS3 Unbundled Local Loop		
DS3 Unbundled Local Loop – per mile	1L5ND	\$43.69
DS3 Unbundled Local Loop – per Facility Termination	UE3PX	\$436.95
NRC – Facility Termination – 1 st	UE3PX	\$1,091.00
NRC – Facility Termination – Add'l	UE3PX	\$661.23
NRC – Incremental Charge – Manual Service Order – 1 st	SOMAC	\$93.12
NRC – Incremental Charge – Manual Service Order – Add'l	SOMAC	\$93.12

NOTES:

1. Rates are interim and subject to true-up
2. Deaveraged Loop Rates by Zone will be available effective May 1, 2000.
The status of rates in Florida is as follows:
Interim rates established in Joint Stipulation and signed by parties in December, 1999; Docket Nos. 5825-U, 7061-U, and 10692-U.