

**AMENDMENT TO THE AGREEMENT
BETWEEN
LEVEL 3 COMMUNICATIONS, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, INC. 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**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc.¹ 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 (collectively "AT&T") and Level 3 Communications, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective June 23, 2004 and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:


1. Add Class of Service CLO, USOCs PE1C5 and PE1C6 and the associated rate(s), as set forth in Exhibit 1 attached hereto and fully incorporated herein, to Exhibit B of Attachment 4 of the Agreement.
2. To the extent the Class of Service, USOCs, and rates in Exhibit 1 conflict with other Class of Service, USOCs and rates in the Agreement, those in Exhibit 1 shall prevail.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. 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.
6. 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.

¹ BellSouth Telecommunications, Inc. is now doing business in Alabama as "AT&T Alabama", in Florida as "AT&T Florida", in Georgia as "AT&T Georgia", in Kentucky as "AT&T Kentucky", in Louisiana as "AT&T Louisiana", in Mississippi as "AT&T Mississippi", in North Carolina as "AT&T North Carolina", in South Carolina as "AT&T South Carolina" and in Tennessee as "AT&T Tennessee".

Level 3 Communications, LLC

BellSouth Telecommunications, Inc. 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

By: 

By: 

Printed: SCOTT SERB

Printed: William A. Bickelmann

Title: Corporate Counsel
(Print or Type)

Title: Director
(Print or Type)

Date: April 19, 2011

Date: 05/12/2011

CLEC OCN

| | |
|----------------|------------|
| ALABAMA | 5255, 8824 |
| FLORIDA | 4802, 8824 |
| GEORGIA | 6116, 8824 |
| KENTUCKY | 4369, 8824 |
| LOUISIANA | 3232, 8824 |
| MISSISSIPPI | 5178, 8824 |
| NORTH CAROLINA | 3235, 8824 |
| SOUTH CAROLINA | 5258, 8824 |
| TENNESSEE | 4806, 8824 |

ACNA -

LVC

Exhibit 1 to Collocation Amendment

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non- Recurring Charge (NRC) First | Non- Recurring Charge (NRC) Add'l | Non- Recurring Disconnect First | Non- Recurring Disconnect Add'l |
|------------|-------|-------------------------|---|---------------------------|-------|------|---|---|---|--|--|
| 4 | AL | Physical Collocation | Physical Collocation, Cable Records CAT5/RJ45 | CLO | PE1C5 | | | 2.25 | 2.25 | 2.76 | 2.76 |

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|------------|-------|-------------------------|---|------------------------------|-------|------|---|---|---|---|--|
| 4 | FL | Physical Collocation | Physical Collocation, Cable Records CAT5/RJ45 | CLO | PE1C5 | | | 4.52 | 4.52 | 5.35 | 5.35 |

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|------------|-------|-------------------------|---|---------------------------|-------|------|---|---|---|--|--------------------------------------|
| 4 | GA | Physical Collocation | Physical Collocation, Cable Records CAT5/RJ45 | CLO | PE1C5 | | | 2.22 | 2.22 | 2.62 | 2.62 |

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|------------|-------|-------------------------|---|------------------------------|-------|------|---|---|---|--|--|
| 4 | KY | Physical Collocation | Physical Collocation, Cable Records CAT5/RJ45 | CLO | PE1C5 | | | 4.52 | 4.52 | 5.54 | 5.54 |

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|------------|-------|-------------------------|---|---------------------------|-------|------|---|---|---|--------------------------------------|--|
| 4 | LA | Physical Collocation | Physical Collocation, Cable Records CAT5/RJ45 | CLO | PE1C6 | | 0.04 | | | | |

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|------------|-------|-------------------------|---|------------------------------|-------|------|---|---|---|--|--|
| 4 | MS | Physical Collocation | Physical Collocation, Cable Records CAT5/RJ45 | CLO | PE1C5 | | | 2.27 | 2.27 | 2.78 | 2.78 |

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|------------|-------|-------------------------|---|------------------------------|-------|------|---|---|---|--|--|
| 4 | NC | Physical Collocation | Physical Collocation, Cable Records CAT5/RJ45 | CLO | PE1C5 | | | 4.35 | 4.35 | 5.11 | 5.11 |

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|------------|-------|-------------------------|---|------------------------------|-------|------|---|---|---|--|--|
| 4 | SC | Physical Collocation | Physical Collocation, Cable Records CAT5/RJ45 | CLO | PE1C5 | | | 2.26 | 2.26 | 2.77 | 2.77 |

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|------------|-------|-------------------------|---|------------------------------|-------|------|---|---|---|--|--------------------------------------|
| 4 | TN | Physical Collocation | Physical Collocation, Cable Records CAT5/RJ45 | CLO | PE1C5 | | | 8.45 | | | |