

**AMENDMENT TO THE INTERCONNECTION AGREEMENT  
BETWEEN  
LEVEL 3 COMMUNICATIONS LLC  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY**

This Amendment modifies the Interconnection Agreement dated June 23, 2004 by and between Level 3 Communications LLC, and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T"). AT&T and Level 3 Communications LLC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the Commonwealth of Kentucky.

**WITNESSETH:**

**WHEREAS**, AT&T and Level 3 Communications LLC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved July 28, 2004 (the "Agreement"); and

**WHEREAS**, on December 12, 2007, the Kentucky Public Service Commission ("KPSC") issued its Order in Case No. 2004-00427 (Change of Law) Proceeding to Consider Amendments to Interconnection Agreements Resulting from Changes of Law, pursuant to which the Parties executed an amendment in April 2008, paragraph 9 of which deemed the effective date to be March 11, 2006; and

**WHEREAS**, on February 22, 2010, the United States District Court for the Eastern District of Kentucky issued an order reversing, in part, the Kentucky Order; and

**WHEREAS**, the Parties are obligated to amend the Agreement to bring it in compliance with the Court's decision ("Order"); and

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

1. Exhibit A to the Amendment to Interconnection Agreement implementing the Change of Law (the "Generic Change of Law Amendment") is amended as follows:
  - 1.1 Remove the text of Section 13.5.1 that states AT&T Kentucky may provide the splitter.
  - 1.2 Delete the following sentence in 13.5.1: "Where AT&T Kentucky owns the splitter, AT&T Kentucky shall provide the splitter functionality upon request and consistent with the FCC's rules, and shall establish the necessary processes in its OSS to facilitate Level 3 Communications LLC's ability to engage in line splitting arrangements."
  - 1.3 Add the following language to Section 15.4.1:

If the DS1/DS3 loop is made of fiber optic cable and the end user's customer premise has not previously been served by any loop facility, AT&T Kentucky is not obligated to unbundle.
  - 1.4 Add the following language to Section 16:

AT&T Kentucky is not required to provide access to hybrid loops for broadband services but is required to provide access to the features, functions, and capabilities of their hybrid loops.

2. The Parties hereby agree to remove the rates for the AT&T Kentucky provided splitter as reflected in Attachment 2, Exhibit A of the Agreement. For clarification, the rates which are being removed are struck through on the sheet attached hereto as Pricing Schedule Exhibit A.
3. Nothing in this Amendment shall be deemed to modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. Reservation of Rights. In entering into the 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 effective thirty (30) days after the date of the last signature executing the Amendment ("Effective Date").
7. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.

Level 3 Communications LLC

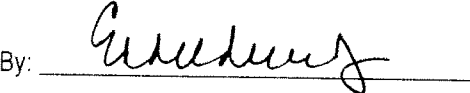
BellSouth Telecommunications, Inc. d/b/a  
AT&T Kentucky by AT&T Operations, Inc., its  
authorized agent

By: 

Name: Richard E. Thayer  
(Print or Type)

Title: Senior Counsel  
(Print or Type)

Date: 11/22/10

By: 

Name: Eddie A. Reed, Jr.  
(Print or Type)

Title: Director - Interconnection Agreements  
(Print or Type)

Date: 11.30.10

CLEC OCN# 4369, 8824

ACNA - LVC