

Amendment to the Interconnection Agreement
Between
CenturyTel Fiber Company II, 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
Dated December 15, 2005

This Amendment is entered into by and between CenturyTel Fiber Company II, LLC (CTF II) 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 ("AT&T") hereinafter referred to collectively as the "Parties," to amend that certain Interconnection Agreement between the Parties dated December 15, 2005 ("Interconnection Agreement") to be effective as of the date of the last signature to the amendment.

WHEREAS, CTF II has changed the name of said business to CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel Company (LightCore), a limited liability company.

WHEREAS, the Parties desire that the Interconnection Agreement be amended to reflect the correct corporate entity name.

NOW, THEREFORE, in consideration of the mutual promises and covenants 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. The name of CenturyTel Fiber Company II, LLC (CTF II) in the Interconnection Agreement is hereby deleted throughout the Interconnection Agreement and replaced with CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel Company (LightCore).

2. All of the other provisions of the Interconnection Agreement, dated December 15, 2005, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Telecommunications Act of 1996.

4. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**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: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 5/9/07

**CenturyTel Fiber Company II, LLC
d/b/a LightCore, a CenturyTel
Company**

By: Daniel A. Davis

Name: DANIEL A. DAVIS

Title: VICE PRESIDENT

Date: 5/9/07