

**Amendment to the Agreement
Between
MCI WorldCom Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated July 29, 2002**

Pursuant to this Amendment, (the "Amendment"), MCI WorldCom Communications, Inc. (MCI), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties for the State of Kentucky dated July 29, 2002 ("Agreement").

WHEREAS, BellSouth and MCI entered into the Agreement on July 29, 2002, and;

WHEREAS, BellSouth and MCI desire to amend the Agreement in order to modify provisions pursuant to the August 5, 2003 United States Bankruptcy Court Order approving the settlement and compromise of certain matters ("Settlement Agreement") with BellSouth Telecommunications, Inc. and WorldCom, Inc.;

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. The Parties agree Section 4.2.12 of Attachment 8 shall be deleted in its entirety and replaced with the following:

4.2.12 The disputing Party must document its claim to the other Party in writing. If the Parties are unable to resolve the dispute to their mutual satisfaction, either Party may file a complaint with the Commission/Board in accordance with the Commission's/Board's rules of procedure. For purposes of this Agreement, the Dispute Date is the date on which the disputing Party presents sufficient documentation to support a claim. The disputing Party will make full payment including any disputed amounts to the billing Party within thirty (30) calendar days after the Bill Date.

2. The Parties agree Sections 4.2.12.3.1 and 4.2.12.3.2 of Attachment 8 shall be deleted in their entirety and replaced with the following:

4.2.12.3.1 Left Blank Intentionally

4.2.12.3.2 Left Blank Intentionally

3. The Parties agree Section 4.2.18.1 of Attachment 8 shall be deleted in its entirety and replaced with the following:

4.2.18.1 Under no circumstances shall MCI withhold any payment at any time during the processing of a billing dispute. If payment of account is not received by the Bill Date in the month after the original Bill Date, the billing Party may provide written notice to the billed Party, that additional applications for Service will be refused and that any pending orders for Service will not be completed if payment is not received by the fifteenth (15th) calendar day following the date of the notice. In addition the billing Party may, at the same time, give thirty (30) calendar days notice to the person designated by the billed Party to receive notices of noncompliance, and discontinue the provision of existing services to the billed Party at any time thereafter without further notice. Notwithstanding any other provision of this Agreement, BellSouth may deny, disconnect, discontinue, or refuse applications for those services for which MCI has not made payment. If the Parties are still unable to resolve the dispute, then the Parties may pursue all dispute resolution measures available under this Agreement.

4. All other provisions in the Agreement dated July 29, 2002 shall remain unchanged and in full force and effect.
5. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Act. However, by filing this amendment incorporating said rates, neither Party waives its right to file opposition to the approval of this Amendment under Section 252(e)(2) nor does either Party waive its rights to seek judicial review of the rates contained herein.
6. The provisions of Paragraph 3 of this Amendment shall be effective as November 18, 2003, and shall continue for a period of two years from the Settlement Effective Date, as that term is defined in the Settlement Agreement. To the extent necessary to give effect to the two-year term, the provisions of Paragraph 3 of this Amendment shall survive the expiration of the Agreement.

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

BellSouth Telecommunications, Inc.

By: Pat C. Finley

Name: PAT C. FINLEY

Title: Director

Date: 12/17/03

MCI WorldCom Communications, Inc.

By: Marcel Henry

Name: Marcel Henry

Title: VP

Date: 12/15/03