

**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. ("MCIIm"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 29, 2002 ("Agreement") and shall be deemed effective as of thirty (30) calendar days after the date of the final signature on this document.

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

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 desire to amend the Interconnection Agreement by adding the UNE Service Advancement Date Charge contained in Exhibit 1 to Attachment 1 Table 1;
2. The Parties desire to amend The General Terms and Conditions – Part A, Section 13, to change the MCIIm contact information as follows:

MCI WorldCom Communications, Inc.

MCI WorldCom, Inc.
5055 Northpoint Parkway
Alpharetta, GA 30022
Attn: Vice President, National Contract & Carrier Management

Copy to:
Vice President & Chief Network Counsel
WorldCom, Inc.
1133 19th Street
Washington, DC 20036

Senior Manager
Carrier Agreements
MCI WorldCom, Inc.
205 North Michigan Avenue
Chicago, IL 60601

Commercial Counsel
MCI WorldCom, Inc.
5055 Northpoint Parkway
Alpharetta, GA 30022

3. All of the other provisions of the Agreement, dated July 29, 2002, shall remain in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities 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.

MCI WorldCom Communications, Inc.

BellSouth Telecommunications, Inc.

By: Original on File

By: Original on File

Name: Marcel Henry

Name: Elizabeth R. A. Shiroishi

Title: Vice-President, National
Contract and Carrier Management

Title: Director

Date: 3/4/03

Date: 3/6/03

NETWORK ELEMENTS - Kentucky																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment:1	Table:1				
						Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l								
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
UNE SERVICE DATE ADVANCEMENT CHARGE																	
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																	
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			ALL LINE	SDASP		200.00										