

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
KMC TELECOM HOLDINGS, INC.
DATED OCTOBER 6, 2000**

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, and KMC Telecom Holdings, Inc. ("KMC"), a Delaware corporation, on behalf of itself and its certificated operating affiliates identified in Attachment A hereto.

WHEREAS, the Parties desire to amend that certain Interconnection Agreement between BellSouth and KMC dated October 6, 2000 (the "Interconnection Agreement").

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, BellSouth and KMC hereby covenant and agree as follows:

Delete trunk port rate references reflected in Attachment 3, Exhibit A, for Alabama, Georgia, North Carolina, and Tennessee and replace with those trunk port rates reflected in Exhibit 1, attached hereto and incorporated herein by this reference.

The Parties agree that all of the other provisions of the Interconnection Agreement dated October 6, 2000 shall remain in full force and effect.

The Parties further agree that 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.

This Amendment is made effective upon the date that it is signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

KMC Telecom Holdings, Inc.

By: Original on File

By: Original on File

Name: Elizabeth R. A. Shiroishi

Name: Riley Murphy

Title: Director

Title: Senior Vice President

Date: 4/7/03

Date: 3/31/03

SCHEDULE OF KMC HOLDINGS, INC. (KMC TELECOM) OPERATING
AFFILIATES

KMC Telecom III, Inc. KMC Telecom V, Inc. (AL, FL, GA, LA, MS, SC, and TN)

KMC Telecom II, Inc., KMC Telecom III, Inc. KMC Telecom V, Inc. (NC)

KMC Telecom V, Inc. (KY)

EXHIBIT 1

LOCAL INTERCONNECTION - Alabama										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	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						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP++		333.69bk	56.91bk							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

LOCAL INTERCONNECTION - Georgia										Attachment: 3		Exhibit: A								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	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	OSS Rates(\$)							
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEK	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																				
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																				
TRUNK CHARGE																				
	Installation Trunk Side Service - per DS0			OHD	TPP++															
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00		333.28bk	56.84bk											
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00														
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00														
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00														
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																				
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																				

LOCAL INTERCONNECTION - North Carolina										Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	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
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)													
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.													
TRUNK CHARGE													
	Installation Trunk Side Service - per DS0			OHD	TPP++								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00		333.54bk	56.88bk				
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00							
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00							
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements													
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.													

LOCAL INTERCONNECTION - Tennessee										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	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 First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)				
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.29bk	57.01bk							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															