

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
MCIMETRO ACCESS TRANSMISSION SERVICES LLC  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED JULY 29, 2002**

Pursuant to this Amendment, (the "Amendment"), MCI metro Access Transmission Services LLC ("MCI m"), 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 MCI m 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 agree to amend the Interconnection Agreement by adding the following to Attachment 3, Network Elements:

4.17.5 Line Sharing and Line Splitting

4.17.5.1 Line Splitting.

4.17.5.1.1 Line Splitting is a UNE service offering that allows a provider of data services (a "Data CLEC") and a provider of voice services (a "Voice CLEC") to deliver voice and data service to end users over one loop. The voice and data carriers may be the same or different carriers. End users currently receiving voice service from a CLEC through a UNE platform (UNE-P) may be converted to Line Splitting arrangements by CLECs ordering Line Splitting Service.

4.17.5.1.2 Line Splitting network elements consist of a non-designed, analog loop from the serving wire center to the network interface device (NID) at the end user's location, a collocation cross connection connecting the loop to the collocation space, a second collocation cross connection from the collocation space connected to a voice port, and a splitter over which BellSouth will maintain control. The Data CLEC provides data service over the high frequency portion of the loop purchased by the Voice CLEC, utilizing a Voice CLEC or Data CLEC-provided, collocated DSLAM, and splitter equipment. This may be the Voice CLEC's or the Data CLEC's collocation area. When converting from existing High Frequency Spectrum Co Based BellSouth Owned Splitter line sharing service to Line Splitting, BellSouth will discontinue billing for the upper spectrum. BellSouth will continue to bill the Data CLEC for all associated splitter charges.

4.17.5.1.3 An unloaded, 2-wire copper loop must serve the end user. It is the responsibility of the CLEC to determine if the loop meets its data requirements. The CLEC's meet point is the point of termination for CLEC's cable and pairs.

4.17.5.1.4 BellSouth will only deal with the Voice CLEC that owns the loop for subsequent activity, trouble reports, etc. The Data CLEC will act on behalf of the owner of the loop and will submit trouble reports for the data service. The Voice CLEC that owns the loop is responsible for any billable charges associated with the loop.

4.17.5.1.4.1 If BellSouth is currently the voice provider and a provider of data services (a "Data CLEC") is the advanced services provider, and the end user subsequently chooses a CLEC for voice service (a "Voice CLEC"), then the following would occur:

4.17.5.1.4.1.1 If the original line sharing arrangement was established with a Data CLEC-owned splitter, then BellSouth would not be involved with the splitter provisioning and, accordingly, any decisions regarding use of the splitter would be left up to the Data CLEC. If, however, the original line sharing arrangement was established with a BellSouth-owned splitter, then BellSouth would allow the Data CLEC to continue leasing the BellSouth splitter under the following conditions:

4.17.5.1.4.1.1.1 The Data CLEC remains the end user's advanced services provider; and

4.17.5.1.4.1.1.2 The Data CLEC has an agreement with the Voice CLEC to use the upper frequency spectrum of the loop to continue providing the advanced services.

4.17.5.1.4.1.2 The applicable recurring charges to be paid by the Voice CLEC for this line splitting arrangement will be the loop, the port and two cross connects as shown on Attachment 1, Table 1. The applicable nonrecurring charges to be paid by the Voice CLEC for this line splitting arrangement will be the nonrecurring rate for the loop-port combination (switch-as-is).

4.17.5.1.4.2 Where a line sharing arrangement or UNE-P arrangement does not already exist, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data CLEC may provide services over the same loop. Under such process, BellSouth will deliver a loop and a port to the collocation space of either the Voice CLEC or the Data CLEC and will provide a splitter upon request of the CLEC. In this scenario the loop and port cannot be a loop and port combination (i.e., UNE-P), but must be individual stand-alone network elements.

2. The Parties agree to amend the Interconnection Agreement by adding the Line Splitting Rates contained in Exhibit 1 to Attachment 1 Table 1.
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.

**MCImetro Access Transmission Services LLC**

**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: 4/29/03

Date: 5/1/03

UNBUNDLED NETWORK ELEMENTS - Kentucky										Attachment: 1		Table: 1			
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
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>															
<b>2-WIRE ANALOG VOICE GRADE LOOP</b>															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR, UEPSB	UEALS	10.56	46.66	22.57							
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR, UEPSB	UEABS	10.56	46.66	22.57							
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR, UEPSB	UEALS	15.34	46.66	22.57							
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR, UEPSB	UEABS	15.34	46.66	22.57							
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR, UEPSB	UEALS	31.11	46.66	22.57							
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR, UEPSB	UEABS	31.11	46.66	22.57							
<b>VIRTUAL COLLOCATION</b>															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.0333	24.68	23.68							
<b>PHYSICAL COLLOCATION</b>															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.0333	24.68	23.68							