

**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 Kentucky Interconnection Agreement between the Parties dated July 29, 2002 ("Agreement") and shall be deemed effective as of September 1, 2003.

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 agree Part A, Section 21.2.3 shall be deleted in its entirety and replaced with the following:

21.2.3 Subject to reasonable security requirements and at the expense of the auditing Party, either Party may audit the books, records and other documents, including but not limited to PIU, PLU, and PLF reports, of the other Party for the purpose of evaluating usage pertaining to transport and termination of local traffic. The Parties shall retain records of call detail for a minimum of nine months from which usage audits, including a PIU and PLU, can be ascertained. Either Party may request an audit for such purpose once each Contract Year. The auditing party shall employ a mutually acceptable independent third party auditor for this purpose. Any such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to the Party being audited.

2. The Parties agree Part A, Section 21.2.6 is created to read:

21.2.6 Percent Local Facility Each Party shall report to the other on a per state basis a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

3. The Parties agree Attachment 8, Section 2.1.2.1 is created to read:

2.1.2.1 MCIIm shall order DS1 Combos (DS1 loop plus DS1 interoffice transport) using the Local Service Request ("LSR") process.

4. The Parties agree Attachment 8, Section 3.4.1.1 is deleted in its entirety and replaced with the following:

3.4.1.1 For service requests from MCI to BellSouth, the Parties will use a) an Access Service Request ("ASR") for Local Interconnection Trunks and Facilities purchased pursuant to Attachment 4; and b) a Local Service Request (LSR), for Unbundled Network Elements and Ancillary Services. For any other service requests, MCI will utilize the request format specified by BellSouth. BellSouth will process and complete service requests at such intervals for FOC returns as shall be established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measurements. Intervals for installation of Services shall be at such intervals as established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measurements.

5. The Parties agree Attachment 8, Section 4.2.12.7 is created to read as follows:

4.2.12.7 Upon mutual agreement, the parties may modify, clarify or change the billing dispute and escalation procedures set forth herein for any particular disputes.

6. The Parties shall delete Section 9.4, 9.4.1, 9.4.2, 9.4.3 and 9.4.4 of Attachment 4 of the Interconnection Agreement and in lieu thereof shall substitute the following:

9.4 Beginning May 1, 2003, the terminating Party will bill the originating Party a rate of \$.0007 per minute of use (MOU) for Local Traffic delivered to the terminating Party. This rate is a composite rate. Neither Party shall charge the other for any other rate elements associated with reciprocal compensation.

9.4.1 Left Blank Intentionally

9.4.2 Left Blank Intentionally

9.4.3 Left Blank Intentionally

9.4.4 Left Blank Intentionally

7. The Parties agree Attachment 4, Section 9.7.2.1 shall be created to read:

9.7.2.1 The Parties acknowledge that in certain instances it is not technically feasible for BellSouth to provide EMI data for Transit Traffic, including but not limited to misrouting by the originating carrier and misrouting due to number portability. The Parties acknowledge that misrouting due to number portability is an industry problem that has been recognized, but not resolved, by the Ordering and Billing Forum. BellSouth is developing a solution that will be implemented no later than October 1, 2003. Provided that BellSouth's solution allows call detail information to be recorded and delivered for traffic that has been misrouted due to number portability, BellSouth will provide such records to MCI. Further, BellSouth shall cooperate with MCI to provide information to MCI and otherwise cooperate with MCI to allow MCI to bill any carrier for whom BellSouth transmitted traffic to MCI, and BellSouth shall provide available information to MCI necessary to the resolution of any such billing dispute, or necessary to allow MCI to identify the volume and identity of the third parties originating such traffic.

8. The Parties hereby mutually agree to incorporate into Table 1 of Attachment 1 of the Agreement the rates set forth in Exhibit A to this Amendment, which is attached hereto and incorporated herein by this reference.
9. All of the other provisions of the Agreement, dated July 29, 2002, shall remain in full force and effect.
10. 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 Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

By: Pat C Finch
Name: PATRICK FINCH
Title: DIRECTOR
Date: 8/28/03

MCI WorldCom Communications, Inc.

By: Marcel Henry
Name: Marcel Henry
Title: Vice President - NCCM
Date: 8/25/03

LOCAL INTERCONNECTION - 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	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC AND ISP-BOUND TRAFFIC																
	Single Rate for Local Traffic and ISP-bound Traffic, per MOU (6/14/03-10/5/03)					0.0007										