

AGREEMENT

This Agreement, which shall become effective as of the ____ day of _____, 2000, is entered into by and between Level 3 Communications, LLC, ("Level 3") a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, Level 3 has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and MCI metro Access Transmission Services, Inc. ("MCI metro"), dated August 21, 1997, for the state of Kentucky.

NOW THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Level 3 and BellSouth hereby agree as follows:

1. Level 3 and BellSouth shall adopt in its entirety the MCI metro Interconnection Agreement, dated August 21, 1997, and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The MCI metro Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Exhibit 1	1
General Terms and Conditions	39
Attachment 1	15
Attachment 2	15
Attachment 3	99
Attachment 4	12
Attachment 5	9
Attachment 6	40
Attachment 7	10
Attachment 8	84
Attachment 9	4
Attachment 10	1
Amendment dated 10/31/97	11
Amendment dated 9/15/99	2
TOTAL	345

2. In the event that Level 3 consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Level 3 under this Agreement.

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 3 – General Terms & Conditions of the MCI_m Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 3 – General Terms & Conditions of the MCI_m Interconnection Agreement, the effective date shall be August 21, 1997.

4. Level 3 shall accept and incorporate any amendments to the MCI_m Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, addressed to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Level 3

Director, Interconnection Services
1025 El Dorado Blvd.
Broomfield, CO 80021

And

Tom Stortz
Senior Vice President & General Counsel
1025 El Dorado Blvd.
Broomfield, CO 80021
Facsimile: (303) 926-3467

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

Signature on file _____

Signature

Jerry D. Hendrix _____

Name

Senior Director _____

Title

04/14/2000 _____

Date

Level 3 Communications, LLC (KY)

Signature on file _____

Signature

Kevin J. Dunson _____

Name

VP-Net Deployment _____

Title

03/29/2000 _____

Date