

**Amendment to the DS0 Service Agreement  
Between  
MCImetro Access Transmission Services LLC  
And  
BellSouth Telecommunications, Inc.  
d/b/a AT&T Alabama,  
AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina,  
AT&T South Carolina and AT&T Tennessee**

Pursuant to this amendment (“Amendment”), MCImetro Access Transmission Services LLC (“CUSTOMER”) and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (“AT&T”) (collectively, the “Parties”) agree to amend that certain DS0 Services Agreement between the Parties dated April 1, 2005 (“Agreement”). This Amendment shall be effective as of the date both Parties have executed it (“Amendment Effective Date”) and shall remain in effect during the term of the Agreement.

**WHEREAS**, the Parties entered into a subsequent amendment to the Agreement executed December 10, 2008, which extended the current Agreement to December 31, 2008, and continue to operate under the Agreement as amended; and

**WHEREAS**, the Parties wish to extend the term of the Agreement until June 30, 2009;

**NOW, THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree that Sections 3.1, 3.2 and 3.2.1 of the General Terms and Conditions of the Agreement as amended by the December 2008 Amendment are deleted in their entirety and replaced with the following:
  - 3.1 The term of this Agreement shall commence on the Effective Date and shall apply to the AT&T territory in the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee and, in the event that the Parties have not agreed on an extension, shall expire on June 30, 2009 (the “Term”).
  - 3.2 The Parties agree that, they shall continue negotiations for a successor agreement to be effective beginning on the expiration date of this Agreement. If the Parties have not reached agreement within five (5) days prior to the expiration of the Term of this Agreement the Parties shall develop a transition plan. The failure to develop a transition plan shall not constitute a breach of this Agreement.
    - 3.2.1 If the Parties are unable to agree on a new agreement prior to the expiration of the Term of this Agreement, CUSTOMER shall not add any new Services after the expiration or date of termination of this Agreement. Said transition plan shall not exceed nine (9) months. In the event the Parties are unable to agree upon a transition plan, AT&T may, at its discretion, and in accordance with this Section 3.2, terminate all or any of the Services at any time after six months after the expiration or termination date of the Agreement.


In such event that Services exist after the termination or expiration of the Term of this Agreement (June 30, 2009), the rates and terms for such Services shall be the rates and terms for Services in effect as of June 30, 2009, to the date such Services are actually transitioned. The Parties shall cooperate in good faith to effect an orderly transition of CUSTOMER's End Users before Services are terminated upon expiration or termination of this Agreement.

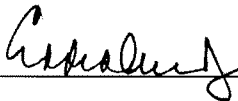
2. Anything to the contrary in the Agreement notwithstanding, the Parties agree that the rates for Services during the period from the Amendment Effective Date through June 30, 2009, shall be the rates in effect as of June 3, 2008 (including the port rate increase effective as of June 3, 2008, as set forth in that certain letter from AT&T to Customer dated April 3, 2008).
3. The Parties agree that, except for the changes set forth in Paragraphs 1 and 2 of this Amendment, all other provisions of the Agreement are unchanged and remain in full force and effect.
4. AT&T reserves the right to file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211, if AT&T believes it is required to do so.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the date written below.

**MCImetro Access Transmission Services LLC**

**BellSouth Telecommunications, Inc. d/b/a AT&T  
Alabama, AT&T Florida, AT&T Georgia, AT&T  
Kentucky, AT&T Louisiana, AT&T Mississippi,  
AT&T North Carolina, AT&T South Carolina and  
AT&T Tennessee; by AT&T Operations, Inc., its  
authorized agent**

By:   
Name: **Peter H. Reynolds**  
Title: *Director*  
Date: *Feb 4, 2009*

By:   
Name: Eddie A. Reed, Jr.  
Title: Director-Interconnection Agreements  
Date: *3-12-09*

	Resale OCN	UNE OCN	Switch Based OCN
ALABAMA	_____	_____	_____
FLORIDA	_____	_____	_____
GEORGIA	_____	_____	_____
KENTUCKY	_____	_____	_____
LOUISIANA	_____	_____	_____
MISSISSIPPI	_____	_____	_____
NORTH CAROLINA	_____	_____	_____
SOUTH CAROLINA	_____	_____	_____
TENNESSEE	_____	_____	_____

ACNA \_\_\_\_\_