

**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 the Agreement effective April 1, 2005 with an original term expiring January 31, 2008; and

**WHEREAS**, the Parties entered into an amendment to the Agreement dated February 27, 2008 (the "February 2008 Amendment") and continue to operate under the Agreement as amended; and

**WHEREAS**, AT&T, in accordance with the February 2008 Amendment, provided CUSTOMER notice on April 3, 2008 of AT&T's intent to raise the port rate element by \$1.23 per month beginning June 3, 2008 ("Port Rate Increase"); and

WHEREAS, the Parties wish to extend the term of the Agreement;

**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 February 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 December 31, 2008 (the "Term").


3.2 The Parties agree that no later than November 11, 2008, they shall commence negotiations starting from AT&T's successor DS0 Services offering, for a new 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 Provided that AT&T has offered to enter into a new agreement and 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, the rates and terms for such Services shall be the rates and terms for Services provided to CUSTOMER as of December 31, 2008, 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.

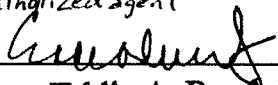
2. Anything to the contrary in the Agreement notwithstanding, the Parties agree that the rates for Services during the period from the Amendment Effective Date through December 31, 2008, shall be the rates in effect as of June 3, 2008 (including the Port Rate Increase).
3. The Parties agree that, except for the changes to 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.

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

**MCImetro Access Transmission Services LLC**

By:   
Name: **Peter H. Reynolds**  
(Print or Type)  
Title: *Director*  
(Print or Type)  
Date: *Nov 12, 2008*

**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: **Eddie A. Reed, Jr.**  
Title: **Director - Interconnection Agreements**  
Date: *12-3-08*

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
<b>ALABAMA</b>	_____	_____	<b>MISSISSIPPI</b>	_____	_____
<b>FLORIDA</b>	_____	_____	<b>NORTH CAROLINA</b>	_____	_____
<b>GEORGIA</b>	_____	_____	<b>SOUTH CAROLINA</b>	_____	_____
<b>KENTUCKY</b>	_____	_____	<b>TENNESSEE</b>	_____	_____
<b>LOUISIANA</b>	_____	_____			