

**AMENDMENT
TO THE
AGREEMENT BETWEEN
Momentum Business Solutions, Inc. (GA, LA, NC) and Momentum Telecom, Inc. (AL, FL,
KY, MS, SC, TN)
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JUNE 12, 2002**

Pursuant to this Amendment, (the "Amendment"), Momentum Business Solutions, Inc. (GA, LA, NC) and Momentum Telecom, Inc. (AL, FL, KY, MS, SC, TN) (collectively known as "Momentum"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 12, 2002 ("Agreement").

WHEREAS, the Parties executed an amendment on June 9, 2003 to add provisions to the Agreement for the adoption of Section 2.10.1 in Attachment 2 of the Cinergy Communications Company's Interconnection Agreement dated March 20, 2003, for the state of Kentucky, and

WHEREAS, the Parties desire to add provisions to the Agreement consistent with the obligations of the Kentucky Statute KRS 278.546; Chapter 167 of the ACTS ("Kentucky Statute") and the Kentucky Public Service Commission's April 29, 2005 Order in Case No. 2004-00501 ("Kentucky Order");

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. Consistent with the Kentucky Statute and the Kentucky Order, the Parties hereby delete Sections 2.10.1 through 2.10.1.8 of Attachment 2 of the Agreement, titled DSL Transport Service on UNE-P, and replace such Sections with the following:

2.10.1 Momentum shall not place, and BellSouth shall have no obligation to accept, any orders for wholesale DSL on UNE-P lines on or after the Effective Date hereof. To the extent Momentum provisions service to any End Users using BellSouth's wholesale DSL service over resold lines ("Embedded Base") and BellSouth is providing such resold lines to Momentum at the rate Momentum would otherwise pay for a UNE-P loop/port combination in the pertinent UNE Zone under this Agreement (the "UNE-P Rate"), BellSouth will continue to provision its wholesale DSL service to the Embedded Base, but after the Effective Date Momentum shall pay for such resold lines in accordance with Attachment 1 of the Agreement, and BellSouth shall have no obligation to issue a credit to Momentum for the difference between the resale rate and the UNE-P Rate, nor shall BellSouth be obligated to remit to Momentum, or to issue a credit for, a surrogate for access charges. In the event Momentum requests DSL on a resold line after the Effective Date, Momentum shall purchase such lines pursuant to Attachment 1 of the Party's Interconnection Agreement.

2. This Amendment shall be deemed effective on the date of last signature executing the Amendment ("Effective Date").
3. All of the other provisions of the Agreement 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.

Signature Page

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

BellSouth Telecommunications, Inc.

**Momentum Business Solutions, Inc. (GA,
LA, NC) and Momentum Telecom, Inc.
(AL, FL, KY, MS, SC, TN)**

By: [Signature]
Name: Kristen Rowe
Title: Director
Date: 5/19/05

By: [Signature]
Name: Alan L. Creighton
Title: President & CEO
Date: May 18, 2005



Version: KY DSL Amendment
05/04/05