

AMENDMENT NO. 1
to the
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT
between
VERIZON SOUTH INC.
and
ICG TELECOM GROUP, INC.

THIS AMENDMENT No. 1 (this "Amendment") is made this 29th day of March 2002 (the "Effective Date"), by and between Verizon South Inc., f/k/a GTE South Incorporated, a Virginia corporation ("Verizon") and ICG Telecom Group, Inc., a Delaware and Colorado corporation ("ICG"). (Verizon and ICG may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in Commonwealth of Kentucky (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated March 22, 2002 (the "Adoption Letter"), ICG adopted in the Commonwealth of Kentucky, the interconnection agreement between ICG Telecom Group, Inc. and Verizon California Inc., f/k/a GTE California Incorporated (the "Terms"); and

WHEREAS, subsequent to the approval of the Terms, ICG notified Verizon that it desired to amend the Terms as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Resale Attachment. The Parties agree that the Terms shall be amended by the addition of the terms and conditions set forth in the Resale Attachment and Pricing Appendix to Resale Attachment attached hereto as Appendix A, which shall be substituted in place of any terms and conditions relating to resale previously contained in the Terms. The Terms, as amended by the Resale Attachment shall govern the provision of Resale services between the parties .

2. Conflict between this Amendment and the Terms. This Amendment shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Terms, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of this Amendment. This Amendment shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Terms shall remain in full force and effect after Effective Date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Effective Date.

ICG TELECOM GROUP, INC.

VERIZON SOUTH INC.

By: _____

By: _____

Printed: _____

Jeffrey A. Masoner

Title: _____

Vice President – Interconnection Services Policy & Planning

RESALE ATTACHMENT

1. General

Verizon shall provide to ICG, in accordance with this Amendment (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Verizon's Telecommunications Services for resale by ICG; provided, that notwithstanding any other provision of the Verizon California Terms, Verizon shall be obligated to provide Telecommunications Services to ICG only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to ICG to the extent that provision of such Telecommunications Service is not required by Applicable Law.

2. Use of Verizon Telecommunications Services

2.1 Verizon Telecommunications Services may be purchased by ICG under this Resale Attachment only for the purpose of resale by ICG as a Telecommunications Carrier. Verizon Telecommunications Services to be purchased by ICG for other purposes (including, but not limited to, ICG's own use) must be purchased by ICG pursuant to other applicable Attachments to this Amendment (if any), or separate written agreements, including, but not limited to, applicable Verizon Tariffs.

2.2 ICG shall not resell:

2.2.1 Residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business or other nonresidential Customers);

2.2.2 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from Verizon;

2.2.3 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Verizon; or

2.2.4 Any other Verizon service in violation of a restriction stated in this Amendment (including, but not limited to, a Verizon Tariff) that is not prohibited by Applicable Law.

2.2.5 In addition to any other actions taken by ICG to comply with this Section 2.2, ICG shall take those actions required by Applicable Law to determine the eligibility of ICG Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by Applicable Law. ICG shall indemnify Verizon from any Claims resulting from ICG's failure to take such actions required by Applicable Law.

2.2.6 Verizon may perform audits to confirm ICG's conformity to the provisions of this Section 2.2. Such audits may be performed twice per calendar year and shall be performed in accordance with the Verizon California Terms.

- 2.3 ICG shall be subject to the same limitations that Verizon's Customers are subject to with respect to any Telecommunications Service that Verizon grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.
- 2.4 ICG shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or services, which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services.
- 2.5 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to ICG Customers.

3. Availability of Verizon Telecommunications Services

- 3.1 Verizon will provide a Verizon Telecommunications Service to ICG for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent that such Verizon Telecommunications Service is provided to Verizon's Customers.
- 3.2 Except as otherwise required by Applicable Law, subject to Section 3.1, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw Verizon Telecommunications Services at any time, without the consent of ICG.
- 3.3 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to ICG for resale pursuant to this Attachment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that Verizon is providing to a Verizon Customer at the time the CSA is requested by ICG.

4. Responsibility for Charges

ICG shall be responsible for and pay all charges for any Verizon Telecommunications Services provided by Verizon pursuant to this Resale Attachment.

5. Operations Matters

- 5.1 Facilities.
 - 5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring used to provide Verizon Telecommunications Services.
 - 5.1.2 Verizon shall have access at all reasonable times to ICG Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Verizon Telecommunications Services. ICG shall,

at ICG's expense, obtain any rights and authorizations necessary for such access.

- 5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal of facilities, equipment, software, or wiring provided by ICG or ICG Customers for use with Verizon Telecommunications Services.

5.2 Branding.

- 5.2.1 Except as stated in Section 5.2.2 of this Attachment, in providing Verizon Telecommunications Services to ICG, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to ICG to use Verizon's Marks.

- 5.2.2 To the extent required by Applicable Law, upon request by ICG and at prices, terms and conditions to be negotiated by ICG and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by ICG's trade name, or that are not identified by trade name, trademark or service mark.

- 5.2.3 If Verizon uses a third-party contractor to provide Verizon Operator Services or Verizon Directory Assistance Services, ICG will be responsible for entering into a direct contractual arrangement with the third-party contractor at ICG's expense (a) to obtain identification of Verizon Operator Services or Verizon Directory Assistance Services purchased by ICG for resale with ICG's trade name, or (b) to obtain removal of Verizon Marks from Verizon Operator Services or Verizon Directory Assistance Services purchased by ICG for resale.

6. Rates and Charges

The rates and charges for Verizon Telecommunication Services purchased by ICG for resale pursuant to this Attachment shall be as provided in this Attachment and the Pricing Attachment.

PRICING APPENDIX TO RESALE ATTACHMENT

KENTUCKY RESALE RATES

The avoided cost discount for all Resale services is 15.95%¹.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55

Central Office Connect \$ 12.21

Outside Facility Connect \$ 68.30

Manual Ordering Charge \$ 12.17

Product Specific:

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling:

Service Order Expedite:

Engineered	\$ 35.48
Non-Engineered	\$ 12.59

Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

Hot Coordinated Conversion per Additional Quarter Hour:

¹ In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

ISO	\$ 4.88
Central Office Connection	\$ 9.43
Outside Facility Connection	\$ 8.37

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that ICG orders any service from this Amendment.

Customer Record Search applies when ICG requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to ICG. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to ICG. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter ICG's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if ICG requests service prior to the standard due date intervals.

Coordinated Conversion applies if ICG requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if ICG requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.