

November 15, 2005

Mr. Bill Feldman
Assistant Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

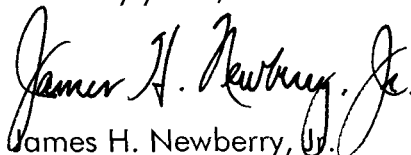
RE: Amendment to the Interconnection Agreement Between Kentucky
Alltel, Inc., and TelCove of Kentucky, Inc.

Dear Mr. Feldman:

Enclosed for filing is the original copy of an Amendment to the Interconnection Agreement Between Kentucky Alltel, Inc., and TelCove of Kentucky, Inc. A copy was previously forwarded to you via e-mail.

Thank you for your cooperation in this matter. Please do not hesitate to contact me with any questions you may have.

Sincerely yours,


James H. Newberry, Jr.

Enclosures

30385298.3

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

TelCove of Kentucky, Inc.

and

KENTUCKY ALLTEL, INC. as successor to VERIZON SOUTH, INC. (GTE OF THE SOUTH, INC.)

This Amendment No. 1 (the "Amendment") is made this 27th day of May 2005 (the "Amendment Effective Date"), by and between TelCove of Kentucky, Inc. ("CLEC"), a Delaware corporation with its principal place of business at 712 North Main St., Coudersport, Pennsylvania 16915 and Kentucky ALLTEL Inc., a Delaware corporation ("Alltel") with its principal place of business at One Allied Drive, Little Rock, AR 72202. (CLEC and Alltel may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the Commonwealth of Kentucky.

WITNESSETH:

WHEREAS, CLEC and Alltel (as successor to Verizon South, Inc./GTE of the South, Inc.) are Parties to an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, a copy of which is attached hereto as Exhibit 1 (the "Interconnection Agreement"); and

WHEREAS, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth rules that supplanted, effective March 11, 2005, the temporary rules set forth by an FCC Order on August 20, 2004 in the above referenced dockets; and

WHEREAS, in light of these developments, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and Section 35 of the Interconnection Agreement, wish to amend the Interconnection Agreement in order to give contractual effect to the provisions set forth herein.

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. **Amendment to the Agreement.**

Article VI. Unbundled Network Elements is amended to include the following provisions:

- 4.3.1 DS1 Loop Caps. Alltel is not obligated to provide CLEC more than ten (10) DS1 unbundled loops to any single building (the "DS1 Cap"). CLEC will cease ordering DS1 unbundled loops with respect to a building once CLEC has already obtained ten (10) DS1 unbundled loops at the same building.
- 4.3.2 Alltel will provide written notice to CLEC in the event CLEC has more than ten (10) DS1 unbundled loops to any single building as of the effective date of this amendment. Within sixty (60) calendar days following the date of such notice, CLEC will submit requests to disconnect or convert the unbundled loops exceeding the DS1 Cap to Special Access circuits. All unbundled loops converted to Special Access will be – effective on the conversion date – billed applicable Special Access charges as listed in and be subject to the provisions of the Alltel Intrastate Special Access tariff.

- 4.2.3.1 DS3 Loop Caps. Alltel is not obligated to provide CLEC more than one (1) DS3 unbundled loop to any single building (the "DS3 Cap"). CLEC will cease ordering DS3 unbundled loops with respect to a building once CLEC has obtained one (1) DS3 unbundled loop at the same building.
- 4.2.3.2 Alltel will provide written notice to CLEC in the event CLEC has more than one (1) DS3 unbundled loop to any single building as of the effective date of this Amendment. Within sixty (60) calendar days following the date of such notice, CLEC will submit requests to disconnect or convert to Special Access the unbundled loops exceeding the DS3 Cap. All unbundled loops converted to Special Access will be – effective on the conversion date – billed applicable Special Access charges and be subject to the provisions of the Alltel Intrastate Special Access tariff.

Table of Contents is amended to remove the following provisions:

Article VI, Section 5: Port and Local Switching elements

Article VI Unbundled Network Elements is amended to remove the following provisions:

5.0, 5.1, 5.2, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8.

Appendix F is amended to remove the following unbundled network elements:

Port and Local Switching

Appendix K is amended to remove the following unbundled network elements:

Section B in its entirety

Amendment 1 is amended to remove the following unbundled network elements:

UNE-P

Amendment 1 is amended to remove the following unbundled network elements

UNE Platform

2. Miscellaneous Provisions.

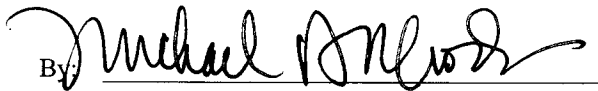
- 2.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment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

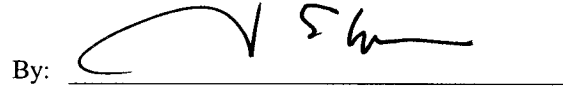
- 2.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.3 Captions. The Parties acknowledge that the captions in this Amendment have been 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.
- 2.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

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

Kentucky ALLTEL, Inc.

TelCove of Kentucky, Inc.

By: 

By: 

Printed: Michael D. Rhoda

Printed: James E. Means

Title: Vice President – Business Development

Title: Vice President & General Counsel