

January 13, 2006

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

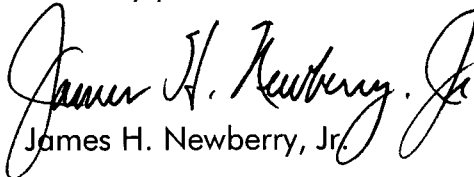
RE: Amendment to Interconnection Agreement Between Kentucky
Alltel, Inc. and DSLnet Communications, LLC

Dear Mr. Feldman:

Enclosed for filing is the original copy of a letter of agreement in the
above-referenced matter. 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.

Enclosure

30385298.9

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

DSLnet Communications, LLC

and

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

This Amendment No. 1 (the "Amendment") is made this 9th day of January 2006 (the "Amendment Effective Date"), by and between DSLnet Communications, LLC ("CLEC"), a Kentucky limited liability company with its principal place of business at 545 Long Wharf Drive, 5th Floor, New Haven CT 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 41 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 VII Unbundled Network Elements is amended to include the following provisions:

- 5.2.5.1 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. If, notwithstanding this Section, CLEC submits such an order, at Alltel's option it may accept the order and fulfill a request for DS1 unbundled loop(s) in excess of the DS1 Cap as a Special Access circuit in accordance with Alltel's Intrastate Special Access tariff and applicable Special Access charges will apply to CLEC for such DS1 loop(s) as of the date of provisioning.
- 5.2.5.2 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 thirty (30) 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 billed applicable Special Access charges as listed in and be subject to the provisions of the Alltel Intrastate Special Access tariff.

- 5.2.6.1 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. If, notwithstanding this Section, CLEC submits such an order, at Alltel's option, it may accept the order, but fulfill the requested DS3 unbundled loop(s) in excess of the DS3 Cap as a Special Access circuit in accordance with Alltel's Intrastate Special Access tariff and applicable Special Access charges and the provisions of the applicable tariff will apply to CLEC for such DS3 loop(s) as of the date of provisioning.
- 5.2.6.2 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 thirty (30) 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 billed applicable Special Access charges and be subject to the provisions of the Alltel Intrastate Special Access tariff.
- 7.2.6 Wire Center "Tiers" -- wire centers are classified into three "tiers," as follows:
 - (i) Tier 1 Wire Centers are those Alltel wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those Alltel tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.
 - (ii) Tier 2 Wire Centers are those Alltel wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
 - (iii) Tier 3 Wire Centers are those Alltel wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.
- 7.2.6.1 Alltel shall provide CLEC with access to UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such Alltel must provide UNE DS1 Dedicated Transport under this Amendment only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are no longer available as UNEs under this Amendment. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Dedicated Transport on such route(s).
- 7.2.6.2 Alltel shall provide CLEC with access to UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such Alltel must provide UNE DS3 Dedicated Transport under this Amendment only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are no longer available as UNEs under this Amendment. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Dedicated Transport on such route(s).

Article VII Unbundled Network Elements is amended to repeal and replace the following provision:

General: On January 25, 1999, the Supreme Court of the United States issued its decision in AT&T v. Iowa Utilities Board, 119 S. Ct. 721 (1999). Among other things, the Court vacated the FCC's list of unbundled network elements (UNEs) set forth in Rule 51.319, holding that the FCC failed to apply the Act's "necessary" or "impair" standard in creating its list. On November 5, 1999, the FCC issued an order establishing a new Rule 51.319 that reflects a new list of UNEs (the "UNE Remand Order. With the exception of inside wire, packet switching, dark fiber transport, access to the calling name, 911 and E911 databases, access to loop qualification information (collectively, the "additional UNEs"), the UNEs established by the FCC in its new Rule 51.319 pursuant to the UNE Remand became effective February 17, 2000. The Additional UNEs become effective May 17, 2000.

- 3.7 Alltel will utilize CABS to produce a bill for unbundled loops and unbundled dedicated transport to CLEC.

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

2.1 (c), 2.2.1, 6.0, 6.1, 6.2, 6.2.1, 6.2.2, 6.2.3, 6.2.4, 6.2.5, 6.3, 6.3.1, 6.3.2, 6.3.2.1, 6.3.2.2, 7.1, 7.1.1, 7.1.2, 7.1.3, 7.1.4, 7.1.5, 11.2, 11.3

Article VIII Additional Services is amended to remove the following provisions:

3.4.5, 3.4.5.1, 3.4.5.2, 3.4.5.3, 3.4.5.4, 3.4.5.4.1, 3.4.5.4.2, 3.4.5.4.2.1, 3.4.5.4.2.2., 3.4.5.4.2.3, 3.4.5.4.3, 3.4.5.4.4., 3.4.5.4.5, 3.4.5.4.6, 3.4.5.4.7, 3.4.5.5, 3.4.5.5.1, 3.4.5.5.2, 3.4.5.5.3, 3.4.5.5.4, 3.4.5.5.5, 3.4.5.5.6, 3.4.5.5.7, 3.4.5.5.8, 3.4.5.6, 3.4.5.6.1, 3.4.5.6.2, 3.4.5.6.3, 3.4.5.6.4, 3.4.5.7, 3.4.5.7.1, 3.4.5.7.2, 3.4.5.7.3, 3.4.5.7.4, 3.4.5.7.5, 3.4.5.7.6

General Rules For Resale and Unbundled Network Elements is amended to remove the following provisions:

6.0

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

Shared Transport

Table of Contents is amended to remove the following elements:

Port and Local Switching
Shared Transport

Glossary is amended to remove the following provisions

1.80

Appendix F is removed in its entirety

Line Sharing Amendment is removed in its entirety

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.

DSLnet Communications, LLC

By: Michael Rhoda

By: Schula Hobbs
12/30/05

Printed: Michael D. Rhoda

Printed: Schula Hobbs

Title: Vice President – Business Development

Title: Sr. Manager – Regulatory Affairs