

**Amendment to the Agreement
Between
ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine
and
BellSouth Telecommunications, Inc.
Dated December 5, 2003**

Pursuant to this Amendment, (the "Amendment"), ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine ("ITC^DeltaCom"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 5, 2003, ("Agreement") to be effective on date of last signature.

WHEREAS, BellSouth and ITC DeltaCom entered into the Agreement on December 5, 2003, and;

WHEREAS, the Parties executed the Agreement dated December 5, 2003 to add as Exhibit 8, provisions to the Agreement for the adoption of Section 2.14.5 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"); and consistent with the FCC's ruling in WC Docket 03-251,

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 2.14.5 through 2.14.5.8 of Attachment 2 of the Agreement, titled DSL Transport Service on UNE-P in its entirety, and replace such Sections with the following:
 - 2.14.5 ITC^DeltaCom 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 ITC^DeltaCom 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 ITC^DeltaCom at the rate ITC^DeltaCom 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 ITC^DeltaCom 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 ITC^DeltaCom for the difference between the resale rate and the UNE-P Rate, nor shall BellSouth be obligated to remit to ITC^DeltaCom or to issue a credit for, a surrogate for access charges. In the event ITC^DeltaCom requests DSL on a resold line after the

Effective Date, ITC^DeltaCom shall purchase such lines pursuant to Attachment 1 of the Party's Interconnection Agreement. Consistent with KRS Chapter 278.5462(4), BellSouth shall not refuse to provide wholesale DSL to ITC^DeltaCom on the same terms and conditions filed in its FCC tariff that it provides to ISPs. BellSouth will provision DSL over resold lines purchased by ITC^DeltaCom.

2.14.6 The Parties have entered into this Amendment to incorporate the current state of the law as expressed in the Kentucky Statute, the Kentucky Order and the FCC's ruling in WC Docket 03-251. The Parties' execution of this Amendment does not constitute a waiver of any position either Party has taken previously, or may take in the future, before any regulatory or judicial body addressing the matters set forth in this Amendment. Further, execution of this Amendment shall not be construed as agreement with these rulings.

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, dated December 5, 2003, shall remain in full force and effect.
4. Either or both of the Parties are 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.

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

BellSouth Telecommunications, Inc.By: Name: Kristen E. RoweTitle: DirectorDate: 5/19/05**ITC DeltaCom Communications, Inc.**By: Name: Nanette EdwardsTitle: V.P. - RegulatoryDate: May 19, 2005