

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

Ganoco, 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 Ganoco, Inc. ("CLEC"), a Kentucky corporation with its principal place of business at 2323 Curlew Road, Dunedin, FL 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 9 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.

Attachment 2 Unbundled Network Elements is amended to include the following provisions:

- 3.1.1.4.1 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.
- 3.1.1.4.2 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.

8.1.4 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.

8.1.4.1 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).

8.1.4.2 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).

Attachment 3 Ancillary Functions is amended to include the following provisions:

4.2.1.2.1 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.

- (iv) Tier 3 Wire Centers are those Alltel wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

Kentucky Main Agreement is amended to repeal and replace the following provision:

- 32.9 Except with respect to the Loop Distribution, Loop Concentrator/Multiplexer, and Loop Feeder elements, which shall in all cases be subject to the bona fide request process described in Attachment 12, set forth below is a list of Network Elements that CLEC and Alltel have identified as of the Effective Date of this Agreement and will be offered to CLEC by Alltel in accordance with Applicable Law. Descriptions and references for each Network Element identified below are set forth in Attachment 2.

Attachment 2 Unbundled Network Elements is amended to repeal and replace the following provision:

- 11.7.1 Advanced Intelligent Network (AIN) Database. CLEC shall have the right to obtain access to and to use Alltel's service applications in the Alltel SMS in addition to CLEC's own service application that CLEC deploys via the Alltel SMS to the Alltel SCP, as required below. CLEC may use and access such service applications either through CLEC switch(es) to the Alltel AIN SCP via interconnection of the Alltel SS7 and CLEC SS7 networks or through its purchase of unbundled elements from Alltel. When CLEC obtains access to Alltel's service applications using CLEC switch, this interconnection arrangement shall result in the Alltel AIN SCP recognizing the CLEC switch as at least in parity with Alltel's local switch in terms of interfaces, performance and capabilities.

Attachment 3 Ancillary Functions is amended to repeal and replace the following provisions:

- 4.2.1 Alltel shall make available, for lease by CLEC, its dark fiber when CLEC has collocation space in an Alltel tandem or end office, in the dedicated interoffice transport segment of Alltel's network, subject to the conditions and requirements set forth in sections 4.2.2 and 4.3.2.
- 4.2.1.2 In leasing dedicated interoffice dark fiber to CLEC, Alltel will allocate its dark fiber capacity among requesting CLECs on a first-come, first-served basis and in a competitively neutral manner. If CLEC does not begin construction using any Unused Transmission Media or leased dark fiber within six months of the execution of the lease relating to such Unused Transmission Media or dark fiber, Alltel may revoke the lease agreement. CLEC shall not request to lease dark fiber for future unspecified use.

Kentucky Main Agreement is amended to remove the following provisions:

27.2, 28.1

Attachment 2 Unbundled Network Elements is amended to remove the following provisions:

Table of Contents: Local Switching, Common Transport

4.0, 4.1, 4.1.1, 4.2, 4.2.1, 4.2.1.1, 4.2.1.2, 4.2.1.3, 4.2.1.4, 4.2.1.5, 4.2.1.6, 4.2.1.7, 4.2.1.8, 4.2.1.9, 4.2.1.10, 4.2.1.11, 4.2.1.12, 4.2.1.13, 4.2.1.14, 4.2.1.15, 4.2.1.16, 4.2.1.17, 4.2.1.18, 4.2.1.19, 4.2.1.20, 4.2.1.21, 4.2.1.22, 4.2.1.23, 4.2.1.24, 4.2.1.25, 4.2.1.26, 4.2.1.26.1, 4.2.1.26.2, 4.2.1.27, 4.2.1.28, 4.2.1.29, 4.2.1.30, 4.2.1.31, 4.2.2, 4.2.2.1, 4.2.2.2, 4.2.2.3, 4.2.2.4, 4.2.2.5, 4.2.2.6, 4.2.2.7, 4.2.2.8, 4.2.2.9, 4.2.2.10, 4.2.2.11, 4.2.2.12, 4.2.2.13, 4.2.2.14, 4.3, 4.3.1, 4.3.1.1, 4.3.1.2, 4.3.1.3, 4.3.1.4, 4.3.1.5, 4.3.1.6, 4.3.1.7, 4.3.1.8, 4.3.2, 4.3.2.1, 4.3.2.2, 4.3.2.3, 4.3.2.4, 4.3.2.5, 5.2, 7.0, 7.1, 7.2, 7.2.1, 7.2.2, 7.2.3, 7.2.4, 7.2.5, 10.2.1.1, 13.1.2.6

Appendix A to Attachment 2 is amended to remove the following elements:

6.0, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.16, 6.17, 6.18, 6.19, 6.20, 6.21, 6.22, 6.23, 6.24, 6.25, 6.26, 6.27, 6.28

Attachment 3 Ancillary Functions is amended to remove the following provisions:

4.2.1.1

Attachment 4 Provisioning of Unbundled Network Elements is amended to remove the following provisions:

6.1.1

Attachment 10 Acronyms is amended to remove the following provisions:

Common Transport

Attachment 11 Definitions is amended to remove the following provisions:

Common Transport

Attachment 15 Reciprocal Compensation for Call Termination is amended to remove the following provisions:

2B

Appendix 2, Annex 1 is amended to remove the following provisions:

Local Switching

Unbundled Port

Appendix 4, Annex 1 is amended to remove the following provisions:

Common Transport

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.

By: Michael D Rhoda

Printed: Michael D. Rhoda

Title: Vice President – Business Development

Ganoco, Inc.

By: Larry Wright

Printed: Larry Wright

Title: V. P.