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AMENDMENT NO. 1

MAR 28 2006

to the

INTERCONNECTION AGREEMENT

PUBLIC SERVICE  
COMMISSION

between

Xspedius Communications as successor to American Communication Service, 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 Xspedius Communications ("CLEC"), a Kentucky corporation with its principal place of business at 5555 Winghaven Blvd., Suite 300 O'Fallen Missouri 63368-3626 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 LVII 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.

Resale of Local Exchange Services Section is amended to repeal and replace the following provision:

- F.2.5 With respect to GTE resold measured rate local service(s), chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network.

Attachment D Appendix Resale is amended to remove the following provisions:

Local Switching Elements

Attachment C-4 is removed in its entirety:

Local Switching  
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.

Xspedius Communications

By: 

By: 

Printed: Michael D. Rhoda

Printed: James C. Farley

Title: Vice President -- Business Development

Title: Sr. Vice President Regulatory Affairs

