AMENDMENT

to the

INTERCONNECTION AGREEMENTS

between

MCImetro Access Transmission Services LLC

and

Windstream Alabama, Inc., Windstream Florida, Inc., Windstream Kentucky East, Inc., Windstream Mississippi, Inc., Windstream Nebraska, Inc., Windstream North Carolina, Inc., Windstream Ohio, Inc., Windstream Pennsylvania, Inc., Windstream South Carolina, Inc. and Windstream Western Reserve, Inc.

This amendment (the "Amendment") to the Agreements (as defined below) is made as of this 1st day of November, 2008 (the "Amendment Effective Date"), by and among MCImetro Access Transmission Services LLC ("MCIm"), a Delaware limited liability company with its principal place of business at 22001 Loudoun County Parkway, Ashburn, Virginia 20147, and Windstream Alabama, Inc., Windstream Florida, Inc., Windstream Kentucky East, Inc., Windstream Mississippi, Inc., Windstream Nebraska, Inc., Windstream North Carolina, Inc., Windstream Ohio, Inc., Windstream Pennsylvania, Inc., Windstream South Carolina, Inc. and Windstream Western Reserve, Inc. (or the respective successor-in-interest of each of the foregoing, where applicable) ("Windstream"), each with its principal place of business at 4001 Rodney Parham Road, Little Rock, Arkansas, 72212. MCIm and Windstream may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties". This Amendment covers services in the states of Alabama, Florida, Kentucky, Mississippi, Nebraska, North Carolina, Ohio, Pennsylvania and South Carolina.

WITNESSETH:

WHEREAS, MCIm and Windstream are Parties to interconnection agreements under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") in the states of Alabama, Florida, Kentucky, Mississippi, Nebraska, North Carolina, Ohio, Pennsylvania and South Carolina (the "Agreements"); and

WHEREAS, the Parties wish to amend the Agreements to add rates, terms and conditions for the compensation of Local Traffic and ISP-Bound Traffic (each as defined below).

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 **Amendment to Agreements.** The Agreements are hereby amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreements (each hereinafter referred to as an "Amended Agreement").

1.1 Section 1.1 of Attachment 12 of each Agreement is hereby amended by adding "ISP-Bound Traffic" between "Local Traffic" and "IntraLATA Interexchange Traffic".

1.2 Attachment 12 of each Agreement is hereby amended by deleting Sections 1.3, 3.1 and 3.2 therein and by amending and restating Section 1.2 therein in its entirety as follows:

"1.2 Compensation for Local Traffic and ISP-Bound Traffic. Notwithstanding anything in this Agreement to the contrary regarding compensation for Local Traffic and ISP-Bound Traffic exchanged under this Agreement :

1.2.1 Calls originated by MCIm's end users and terminated to Windstream's end users (or vice versa) will be classified as "Local Traffic" under this Agreement if: (i) the voice call between the Parties' customers call originates and terminates in the same Exchange; or (ii) the voice call between the Parties customers originates and terminates within different Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes as ordered by the Commission or as specified or defined by Windstream's tariffs as approved by the Commission; provided, however, that ISP-Bound Traffic, as defined in Section 1.2.2 below, is not included in the definition of Local Traffic. Each Party will be compensated for the exchange of Local Traffic at the reciprocal compensation rate for the specific operating company as listed on Exhibit A to this Attachment 12.

1.2.2 "ISP-Bound Traffic" means all dial-up modem traffic originated by an end user of one Party and terminated to an end user of the other Party that is a commercial provider of internet access if: (i) the call originates and terminates from and to, respectively, NPA NXXs assigned to rate centers in the same Exchange; or (ii) originates and terminates from and to, respectively, NPA NXXs

assigned to rate centers within different Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes as ordered by the Commission or as specified or defined by Windstream's tariffs as approved by the Commission. Each Party will be compensated for the exchange of ISP-Bound Traffic at the rate of $0.0009 per minute-of-use.

1.2.3 All combined Local Traffic and ISP-Bound Traffic delivered to one Party by the other Party that does not exceed a 3:1 ratio of terminating to originating minutes of use, on a state-wide basis, shall be presumed to be Local Traffic for purposes of reciprocal compensation hereunder. All combined Local Traffic and ISP-Bound Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic minutes of use, on a state-wide basis, shall be presumed to be ISP-Bound Traffic for purposes of reciprocal compensation hereunder.

1.2.4 If any final legislative, regulatory, judicial or other governmental decision, order, determination or action requires Windstream to compensate or bill CMRS providers at the rate for ISP-Bound Traffic specified in Section 1.2.2 above, then, upon the effectiveness of such decision, order, determination or action, compensation due MCIm from Windstream for the exchange of both Local Traffic and ISP-Bound Traffic will be at the reciprocal compensation rate for the specific operating company as listed on Exhibit A to this Attachment 12."

1.3 Section 4.1 of the General Terms & Conditions of each Agreement is hereby amended and restated in its entirety as follows: "The parties agree to the provisions of this Agreement for an initial term expiring on December 31, 2009, and thereafter on a month-to-month basis, unless terminated or modified pursuant to the terms of this Agreement." Sections 4.2 and 4.5 of the General Terms & Conditions of each Agreement are hereby amended by deleting the words "two (2) year" therein.

1.4 Attachment 12 of each Agreement is hereby amended by inserting Exhibit A of this Amendment at the end of each such Attachment 12.

1.5 Each Party expressly reserves the right to advocate its respective position before state and/or federal regulatory bodies, whether in complaint dockets, arbitrations under Section 252 of the Act, rulemaking dockets, or in any legal challenges stemming from such proceedings with regard to the treatment of Voice over Internet Protocol (VoIP) traffic for intercarrier compensation purposes.

2.0 Miscellaneous Provisions.

2.1 Conflict between this Amendment and the Agreements. This Amendment shall be deemed to revise the terms and conditions of each of the Agreements to the extent necessary to give effect to the terms and conditions of this Amendment and shall be read in conjunction with the existing terms and conditions of the Agreements. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreements, this Amendment shall govern, *provided, however,* that the fact that a term or condition appears in this Amendment but not in the Agreements, or in the Agreements but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.

2.2 Counterparts. This Amendment may be executed in one or more counterparts, including via facsimile, 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 condition of this Amendment.

2.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreements only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the terms and conditions of the Agreements shall remain in full force and effect after the Amendment Effective Date.

2.5 Amendment Term. This Amendment shall become effective as of the Amendment Effective Date and shall remain in effect for the term of each of the Agreements, as amended hereby, unless otherwise agreed in writing by the Parties.

2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties and that in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.

2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.

2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the

provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

[Signature Page Follows]

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

Windstream Alabama, Inc., Windstream Florida, Inc., Windstream Kentucky East, Inc., Windstream Mississippi, Inc., Windstream Nebraska, Inc., Windstream North Carolina, Inc., Windstream Ohio, Inc., Windstream Pennsylvania, Inc., Windstream South Carolina, Inc. and Windstream Western Reserve, Inc.,

By: _____

Printed: Michael D. Rhoda

Title: Senior Vice President - Government Affairs

MCImetro Access Transmission Services LLC

By: _____

Printed: **Peter H. Reynolds**

Title: Director

Jan 21, 2009

Exhibit A

Windstream Operating Company	Reciprocal Compensation Rate (per minute-of-use)
Windstream Alabama	$0.01251
Windstream Florida	$0.01039
Windstream Kentucky East	$0.01334
Windstream Mississippi	$0.00894
Windstream Nebraska	$0.01238
Windstream North Carolina	$0.00822
Windstream Ohio	$0.01431
Windstream Pennsylvania	$0.01066
Windstream South Carolina	$0.01511
Windstream Western Reserve	$0.01100