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March 11, 2005

Ms. Blanca Bayo', Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RECEIVED FPSC
15 MAR 11 PM 4:49
COMMISSION
CLERK

RE: Docket No. 040557-TP

Dear Ms. Bayo':

Enclosed are the original and two copies of the following:

- Interconnection, Collocation and Resale Agreement & Amendment No. 1 for KMC Telecom III LLC
- Interconnection, Collocation and Resale Agreement & Amendment No. 1 for KMC Telecom V, Inc.
- Interconnection, Collocation and Resale Agreement & Amendment No. 1 for KMC Data LLC

The parties have settled the disputed issues in this docket relating to the Notice of Adoption filed by KMC on June 15, 2004, and, with these filings, Sprint is withdrawing its opposition to the adoption, subject to the acceptance of the Agreements and Amendments filed today.

If you have any questions, please call me at 599-1560.

- AMP
- COM
- CTR
- ECR
- GCL
- OPC
- NMS
- RCA
- SCR
- SEC
- OTH

Sincerely,

Susan S. Masterton

Susan S. Masterton

Enclosures

- Cc: Floyd Self, Esq., KMC
- Marva Brown Johnson, Esq., KMC
- Ann Marsh, FPSC
- Jeremy Susac, Esq., FPSC
- Janette Luehring, Esq., Sprint

DOCUMENT NUMBER-DATE
02452 MAR 11 '05
FPSC-COMMISSION CLERK

INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement ("Agreement"), entered into this 24th day of February and effective the 14th day of June, 2004, is entered into by and between KMC Telecom V, Inc. (referred to herein as "KMC"), a Delaware corporation ("CLEC"), and Sprint-Florida, Incorporated ("Sprint"), a Florida corporation (collectively referred to herein as "the Parties"), to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Florida.

NOW THEREFORE, the Parties agree as follows:

1. INTERCONNECTION AND RESALE AGREEMENT

The Parties agree that the Agreement between the Parties shall consist of the MCImetro Access Transmission Services, L.L.C. and Sprint-Florida, Incorporated Interconnection and Resale Agreement dated March 1, 2002 (the "Adopted Agreement"). Except as otherwise agreed to in writing by the Parties, the Agreement shall reflect the same terms and conditions as the Adopted Agreement.

2. PARTIES

CLEC is hereby substituted in the Adopted Agreement for MCImetro Access Transmission Services, L.L.C. and Sprint shall remain as the other Party to the Agreement.

3. TERM

This Agreement shall have a termination date of February 28, 2005, which corresponds with the termination date of the Adopted Agreement.

4. NOTICES

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To CLEC: KMC Telecom Holdings, Inc.
Interconnection Contract Management
ATTENTION: Marva Brown Johnson
1755 North Brown Road
Lawrenceville, Georgia 30043
Telephone Number: 678-985-7900
Fax Number: 678-985-6213
Email: marva.johnson@kmctelecom.com

With a copy to:

KMC Telecom Holdings, Inc.
Office of the General Counsel/Legal Affairs
1545 Route 206
Bedminster, New Jersey 07921
Telephone Number: 908-470-2100
Fax Number: 908-719-8776

To Sprint: Director – Local Carrier Markets
Sprint
6450 Sprint Parkway
Mailstop: KSOPHN0116-1B671
Overland Park, KS 66251

With a copy to:

Sprint External Affairs
Senior Attorney
1313 Blairstone Road
Tallahassee, FL 32301-3021

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

“Sprint”

By:



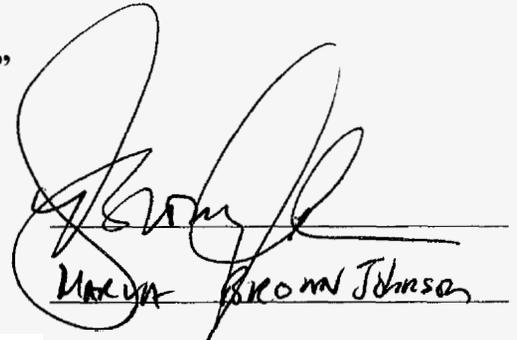
Name: William E. Cheek

Title: AVP – Strategic Sales &
Account Management

Date: 2/28/05

“KMC”

Name:



Title: Vice President of Senior Counsel

2/24/05

**AMENDMENT NO. 1 TO
INTERCONNECTION AND RESALE AGREEMENT
BETWEEN
SPRINT-FLORIDA, INCORPORATED AND KMC TELECOM V, INC.**

This Amendment No. 1 is made this 24th day of February, 2005, by and between Sprint-Florida, Incorporated ("Sprint") and KMC Telecom V, Inc. ("KMC") and effective June 14, 2004. (Sprint and KMC may be referred to individually as a "Party" and collectively as the "Parties").

BACKGROUND:

WHEREAS, the Parties entered into an Interconnection and Resale Agreement ("Agreement") effective June 14, 2004 for the state of Florida, which consists of an adoption of the Interconnection Agreement between Sprint and MCImetro Access Transmission Services, Inc. that was effective March 1, 2002.

WHEREAS, on February 1, 2002, Sprint elected to offer the interim compensation rates established by the Federal Communications Commission ("FCC") in its *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order") and wish to amend the Agreement to reflect such election.

WHEREAS, the Parties also wish to amend the Agreement to reflect the application of reciprocal compensation for Local Traffic consistent with the FCC Rule 51.711(a) (3) (47 C.F.R. § 51.711(a) (3)) and any Applicable Rules for the state of Florida.

WHEREAS, on October 18, 2004, the FCC issued an order granting, in part, the Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. 160(c) from Application of the ISP Remand Order in WC Docket No. 03-171, FCC 04-241 (hereinafter referred to as "*Core Forbearance Order*"). In the *Core Forbearance Order*, which became effective on October 8, 2004, the FCC granted the Core Communications, Inc. petition with respect to the growth caps and new markets rule originally set forth in the FCC's April 2001 *ISP Remand Order*.¹ Thus, the growth caps and new market rules are no longer in effect as of October 8, 2004.

WHEREAS, the Florida Public Service Commission ("FPSC"), in Docket No. 990649B, Order No. PSC-03-0058-FOF-TP, established new rates for unbundled network elements and related services and the parties wish to amend the Agreement to incorporate those rates.

¹ *Intercarrier Compensation for ISP-Bound Traffic*, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001) (*ISP Remand Order*), remanded, *Worldcom v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), cert. Denied, 538 U.S. 1-12 (2003).

In consideration of the promises and agreements contained in this Amendment, the Parties agree as follows:

Amendment:

Attachment I, Price Schedule, Table One is hereby deleted and replaced with the Table One attached to the Amendment No. 1.

1. **Definitions.** The following definitions are added or substituted to Part B of the agreement:
 - 1.1. Except as otherwise indicated defined terms in this Amendment have the same meaning as in the Agreement.
 - 1.2. **“FCC Interim Intercarrier Compensation Mechanism”** means the interim intercarrier compensation mechanism established by the FCC in paragraphs 77-94 of the ISP Compensation Order.
 - 1.3. **“ISP-Bound Traffic”** for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider (“ISP”) consistent with the ISP Compensation Order.
 - 1.4. **“Local Traffic,”** for the purposes of this Agreement the Parties shall agree that “Local Traffic” means traffic (excluding CMRS traffic) that is originated and terminated within Sprint’s local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. Notwithstanding, the Parties agree that if the Commission has defined the local calling area for purposes of reciprocal compensation in an order applicable to the Parties, the Parties will abide by that order. For this purpose, Local Traffic does not include any Information Access Traffic (*see* ISP Compensation Order); and/or (2) telecommunications traffic exchanged by a LEC and a CMRS provider that originates and terminates within the same Major Trading Area, as defined in 47 CFR § 24.202(a). Neither Party waives its’ rights to participate and fully present its’ respective positions in any proceeding dealing with the compensation for Internet traffic.

2. Compensation Mechanisms. Attachment 4 – Interconnection, section 2 - Compensation Mechanisms is hereby deleted in its entirety and replaced with the following terms.

2.1. 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, is presumed to be Section 251(b)(5) Traffic (“Local Traffic”). 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, is presumed to be ISP-Bound Traffic. This presumption may be rebutted by either Party consistent with the provisions of the “ISP Compensation Order”.

2.2. The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order.

2.3. Local Traffic Rate.

2.3.1. The rates to be charged for the exchange of Local Traffic are the rates set forth in Table One of the Agreement and are reflected below.

2.3.2. Local Traffic Rate:

End Office:	\$0.001408
Tandem Switching:	\$0.001231
Common Transport:	\$0.000814
Combined Tandem Rate:	\$0.003453

2.4. ISP-Bound Traffic

2.4.1. Consistent with Sprint’s election of the FCC Interim Intercarrier Compensation Mechanism, ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation, but is instead traffic subject to compensation as described by the FCC Interim Intercarrier Compensation Mechanism. ISP-Bound Traffic will be compensated at the rates established by the FCC.

2.4.1.1. The terminating Party will bill the originating Party a rate of \$0.0007 per MOU for ISP-Bound Traffic delivered to the terminating Party, beginning on June 14, 2003 and through the termination of this Agreement.

2.5. The volume of ISP-Bound Traffic for which one Party may bill the other is subject to a growth cap through October 7, 2004. The growth cap will be applied as follows:

- 2.5.1. To determine the base-line for compensation purposes calculate the number of ISP-Bound Traffic minutes for which each Party was compensated during the first quarter of 2001, multiply times four and multiply that number by a ten percent (10%) growth factor (1.10). An additional ten percent growth factor (1.10) is calculated for 2002.
 - 2.5.2. From the effective date of this Agreement and through October 8, 2004, the Parties will compensate each other for ISP-Bound Traffic up to the number of ISP-Bound Traffic minutes for which each Party was compensated during 2002.
- 2.6. Consistent with Sprint's election of the FCC Interim Inter-carrier Compensation Mechanism, Information Access Traffic is not considered Local Traffic subject to reciprocal compensation, but is instead traffic subject to compensation as described by the FCC Interim Inter-carrier Compensation Mechanism. Information Access Traffic will be compensated at the rates established by the FCC.
- 2.7. Effective October 8, 2004, the terminating Party will bill the originating Party a rate of \$0.0007 per minute of use for Information Access Traffic delivered to the terminating Party and no growth caps and/or new market rules shall apply to ISP-Bound Traffic.
- 2.8. If at any point after the Effective Date of this Amendment, Sprint no longer offers to terminate Local Traffic or Information Access Traffic at the FCC Rates set forth in subsection 4 for any carrier, including but not limited to CLECs and CMRS providers, Sprint shall notify KMC immediately of this choice and the rate of Information Access Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Table One of the Agreement. If the Parties are unable to agree on whether Sprint is offering to exchange traffic as described in this Section 4, they shall invoke the dispute resolution procedures in the Agreement.
- 2.9. The Parties agree that, for purposes of this Agreement, and expressly subject to the change in law provisions contained in Part A, Section 2.2 of the Agreement, KMC's switch shall be considered to serve a geographic area comparable to the geographic area served by Sprint's local tandem switch (the "Sprint Switch Service Area") within the meaning of FCC Rule 51.711(a) (3) (47 C.F.R. § 51.711(a) (3)) and any applicable state law. KMC has provided a letter of self-certification that it serves a geographic area comparable to the geographic area served by Sprint's tandem switch. Sprint has reviewed KMC's self-certification and agrees that for purposes of this Amendment No. 1, KMC meets the geographic

comparability requirements set forth in FCC Rule 51.711(a)(3) (47 C.F.R. § 51.711(a)(3) and applicable state law

3. Miscellaneous Terms and Conditions

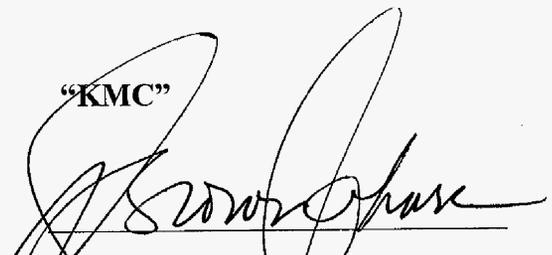
- 3.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.
- 3.2. This Amendment No. 1 executed by authorized representatives of Sprint and KMC is made a part of and is incorporated into the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Sprint and KMC has caused this Amendment No. 1 to be executed by its duly authorized representatives.

“Sprint”

By: 
Name : William E. Cheek
Title: Assistant Vice President - Strategic Sales & Account Management
Date: 2/28/05

“KMC”

By: 
Name: Marva Brown Johnson
Title: Vice President - Regulatory Affairs
Date: 2/24/2005

ATTACHMENT I

Table One

KEY CODES		SPRINT RATE ELEMENT COST SUMMARY: FLORIDA		
MRC	NRC	DESCRIPTION	MRC	NRC
		RESALE DISCOUNTS		
		Other than Operator / DA	19.40%	
		Op Assist / DA	12.10%	
		USAGE FILE CHARGES	MRC	NRC
UF01		Message Provisioning, per message	\$0.00307	
UF02		Data Transmission, per message	\$0.00000	
	DB008	Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		\$18.00
		OTHER CHARGES	MRC	NRC
	UP026	Temporary Suspension of Service for UNE-P / Resale - SUSPEND		\$0.00
	UP027	Temporary Suspension of Service for UNE-P / Resale - RESTORE		\$21.00
	UP028	PIC Change Charge, per change		\$5.00
	DA030	Operator Assistance / Directory Assistance Branding		ICB
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	MRC	NRC
	OC015	Tag and Label on a new install loop or resale		\$4.72
	OC013	Tag and Label on a reinstall loop or an existing loop or resale		\$9.44
	OC014	Tag and Label on an add'l loop or resale on the same order at the same location		\$3.78
		TRIP CHARGE	MRC	NRC
	OC003	Trip Charge		\$18.88
		RATE ELEMENT	MRC	NRC
		SERVICE ORDER / INSTALLATION / REPAIR		
	SO001	Manual Service Order		\$28.10
	SO002	Manual Service Order - Listing Only		\$14.81
	SO003	Manual Service Order - Change Only		\$13.76
	SO004	Electronic Service Order		\$3.82
	SO005	Electronic Service Order - Listing Only		\$0.42
	SO006	Electronic Service Order - Change Only		\$1.66
	OC008	2-Wire Loop Cooperative Testing		\$46.71
	OC009	4-Wire Loop Cooperative Testing		\$66.99
	OC010	Trouble Isolation Charge		\$48.47
	OC017	LNP Coordinated Conversion - Lines 1-10		\$47.33
	OC018	LNP Coordinated Conversion - each additional line		\$4.24
	OC023	LNP Conversion - 10-Digit Trigger		\$0.00
		UNE to Special Access Conversion		
	OC021	DS1, per line		\$76.71
	OC022	DS3, per line		ICB

		UNBUNDLED NETWORK ELEMENTS (UNE)			
		STAND ALONE NID		MRC	NRC
OC019	OC005	2-Wire		\$0.82	\$8.50
OC020	OC006	4-Wire		\$1.64	\$16.99
		Other NID Sizes		ICB	ICB
		PRE-ORDER LOOP QUALIFICATION		MRC	NRC
	PQ001	Loop Make-Up Information			\$5.90
		LOOPS (RATES INCLUDE NID CHARGE)		MRC	NRC
		2-Wire Analog			
AA013		Band 1		\$11.64	
AA014		Band 2		\$18.45	
AA015		Band 3		\$25.51	
AA016		Band 4		\$46.22	
	AA002	First Line			\$111.24
	AA003	Second Line and Each Additional Line (same time)			\$52.73
	AA004	Re-install (Cut Thru and Dedicated/Vacant)			\$65.81
	AA005	Disconnect			\$31.75
		4-Wire Analog			
AA017		Band 1		\$22.50	
AA018		Band 2		\$35.64	
					\$144.33
					\$85.82
					\$81.70
					\$36.47
		2-Wire xDSL - Capable Loop			
AA013		Band 1		\$11.64	
AA014		Band 2		\$18.45	
AA015		Band 3		\$25.51	
AA016		Band 4		\$46.22	
	DX009	First Line			\$106.81
	DX002	Second Line and Each Additional Line (same time)			\$48.30
	DX003	Re-install (Cut Thru and Dedicated/Vacant)			\$63.55
	DD004	Disconnect			\$31.75
		4-Wire xDSL - Capable Loop			
DX010		Band 1		\$22.43	
DX011		Band 2		\$35.53	
DX012		Band 3		\$49.08	
DX013		Band 4		\$88.89	
	DX014	First Line			\$138.23
	DX015	Second Line and Each Additional Line (same time)			\$79.72
	DX016	Re-install (Cut Thru and Dedicated/Vacant)			\$78.59
	DX017	Disconnect			\$36.47
		2-Wire Digital Loop			
AA013		Band 1		\$11.64	
AA014		Band 2		\$18.45	
AA015		Band 3		\$25.51	
AA016		Band 4		\$46.22	

	DD002	First Line		\$169.14
	DD003	Second Line and Each Additional Line (same time)		\$108.10
	DD004	Disconnect		\$31.75
		2-Wire ISDN-BRI Digital Loop		
DD013		Band 1	\$19.92	
DD014		Band 2	\$31.95	
DD015		Band 3	\$44.41	
DD016		Band 4	\$80.98	
	DD002	First Line		\$169.14
	DD003	Second Line and Each Additional Line (same time)		\$108.10
	DD004	Disconnect		\$31.75
		4-Wire Digital Loop (no electronics)		
DD017		Band 1	\$22.50	
DD018		Band 2	\$35.64	
DD019		Band 3	\$49.24	
DD020		Band 4	\$89.18	
	DD006	First Line		\$240.90
	DD007	Second Line and Each Additional Line (same time)		\$179.85
	DD008	Disconnect		\$36.47
		Digital 56k/64k Loop		
DD021		Band 1	\$19.82	
DD022		Band 2	\$31.79	
DD023		Band 3	\$44.18	
DD024		Band 4	\$80.57	
	DD002	First Line		\$169.14
	DD003	Second Line and Each Additional Line (same time)		\$108.10
	DD004	Disconnect		\$31.75
		LOOP CONDITIONING	MRC	NRC
	LC001	Load Coil Removal for all Digital UNE, Line Sharing and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		\$0.00
	LC002	Conditioning Engineering Charge - per loop		\$39.11
	LC003	Conditioning Trip Charge - per loop		\$16.41
		The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.		
		Load Coil Removal: Loops 18kft or longer		
	LC004	Unload cable pair, per Underground location		\$445.21
	LC005	Unload Add'l cable pair, UG same time, same location and cable		\$3.43
	LC006	Unload cable pair, per Aerial or Buried Location		\$7.80
	LC007	Unload Add'l cable pair, AE or BU, same time, location and cable		\$1.80
		Bridge Tap or Repeater Removal - Any Loop Length		
	LC012	Remove Bridged Tap or Repeater, per Underground Location		\$442.28
	LC013	Remove each Add'l Bridged Tap or Repeater, UG same time, location and cable		\$0.50
	LC014	Remove Bridged Tap or Repeater, per Aerial or Buried Location		\$6.43
	LC015	Remove each Add'l Bridged Tap or Repeater, AE or BU same time, location and cable		\$0.44

SUB LOOPS (RATES INCLUDE NID CHARGE)			MRC	NRC
		Sub-Loops Interconnection (Stub Cable)		ICB
2 Wire Voice Grade and Digital Data Distribution				
SB002		Band 1	\$4.97	
SB003		Band 2	\$7.58	
SB004		Band 3	\$10.28	
SB005		Band 4	\$18.22	
	SB010	First Line		\$119.15
	SB011	Second Line and Each Additional Line (same time)		\$40.65
	SB012	Disconnect		\$51.98
4 Wire Voice Grade and Digital Data Distribution				
SB006		Band 1	\$9.58	
SB007		Band 2	\$14.59	
SB008		Band 3	\$19.77	
SB009		Band 4	\$34.98	
	SB013	First Line		\$164.56
	SB014	Second Line and Each Additional Line (same time)		\$65.20
	SB015	Disconnect		\$63.31
RECIPROCAL COMPENSATION			MRC	NRC
RC001		End Office per MOU	\$0.002221	N/A
RC002		Tandem Switching per MOU	\$0.002053	N/A
RC003		Shared Transport per MOU	\$0.000814	N/A
		ISP-bound Traffic Termination	\$0.0007	N/A
TRANSIT SERVICE			MRC	NRC
RC002		Transit Service Charge, per minute of use	\$0.002867	N/A
COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE SS7			MRC	NRC
TT027	TT016	STP Port	\$252.47	\$281.69
TT028		STP Switching	\$0.33	N/A
	TT017	STP Transport Link 56.0 Kbps SS7 Link per month	Refer to Tariff	\$184.79
	TT010	SS7 Originating Point Code (OPC)		\$29.94
	TT011	SS7 GlobalTitle Address Translation (GTT)		\$14.97
DATABASE, available via contract or tariff			MRC	NRC
DB001		Local Number Portability query (LNP) - Contracted	\$0.00030	
DB002		Toll Free Code query (TFC) - Simple - Contracted	\$0.00200	
DB003		Toll Free Code query (TFC) - Complex Additive - Contracted	\$0.00020	
DB004		Line Information Database query (LIDB) - <i>Per Interstate Tariff</i>	\$0.03660	
DB005		Line Information Database query transport (LIDB) - <i>Per Interstate Tariff</i>	\$0.01600	
DB006		Calling Name Database Access Service query (CNAM) - <i>Contracted, MTM</i>	\$0.01450	
DB009		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 year term</i>	\$0.00800	
DB010		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 + year term</i>	\$0.00550	
OPERATOR SERVICES / DIRECTORY ASSISTANCE (for Resale only)			MRC	NRC
	DA002	DA Database Listing & Update per listing or update	Refer to Tariff	
	DA003	DA Data Base Query Service per query	Refer to Tariff	
	DA004	Local Directory Services - white page listings	Refer to Tariff	

DA005		Toll and Local Assistance Service (Live)	\$0.414	
DA006		Directory Assistance Operator Service (Live)	\$0.353	
		Customized Routing		
	LS008	Switch Analysis		ICB
	LS009	Host Switch Translations		ICB
	LS010	Remote Switch Translations		ICB
		911 and E911 Transport	MRC	NRC
DB011	DB007	911 and E911 Transport	See FCC #3 Tariff	See FCC #3 Tariff
		STREET INDEX GUIDE	MRC	NRC
DB008		SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)		\$18.00
		ROUTINE MODIFICATION OF FACILITIES	MRC	NRC
		Rearrangement of Cable		
		Rearrangement of Up to 3 Pairs per UNE Loop Ordered	N/A	Included in Loop NRC
		Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered	N/A	ICB
		Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location		
		1. Repeater Equipment Case w/ Repeater Card (for T-1 applications):		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,151.93
		2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,389.90
		Smart Jack	Included in Loop MRC	Included in Loop NRC
		Line Card Installation	Included in Loop MRC	Included in Loop NRC

Loop Banding		
Exchange Name	CLLI	Band
Maitland	MTLDFLXADS1	1
Shalimar	SHLMFLXADS0	1
Tallahassee-Calhoun	TLHSFLXADS0	1
Tallahassee-FSU	TLHSFLXERS0	1
Altamonte Springs	ALSPFLXADS0	2
Boca Grande	BCGRFLXARS1	2
Bonita Springs	BNSPFLXADS1	2
Buenaventura Lakes	KSSMFLXDRS0	2
Cape Coral	CPCRFLXADS0	2
Casselberry	CSLBFLXADS1	2
Cypress Lake-Regional Airport	CYLKFLXBRS0	2
Destin	DESTFLXADS0	2
Fort Myers	FTMYFLXCDS2	2
Fort Myers	FTMYFLXADS0	2
Fort Myers Beach	FTMBFLXARS0	2
Fort Walton Beach-Denton	FTWBFLXBDS0	2
Fort Walton Beach-Hollywood	FTWBFLXADS0	2
Fort Walton Beach-Mary Esther	FTWBFLXCRS0	2
Goldenrod	GLRDFLXADS0	2
Highlands	OCALFLXCRS0	2
Lady Lake	LDLKFLXARS0	2
Lake Brantley	LKBRFLXADS1	2
Naples	NPLSFLXDDS0	2
North Naples	NNPLFLXADS1	2
Orange City	ORCYFLXADS0	2
Tallahassee-Blairstone	TLHSFLXDDS0	2
Tallahassee-Willis	TLHSFLXBDS0	2
Valparaiso	VLPRFLXADS0	2
Valparaiso-Seminole	VLPRFLXBRS0	2
Windermere	WNRFLXARS0	2
Winter Garden	WNGRFLXADS0	2
Winter Park	WNPKFLXADS1	2
Apopka	APPKFLXADS1	3
Belleview	BLVWFLXADS0	3
Beverly Hills	BVHLFLXADS0	3
Chassahowitzka-Homosassa Spr	CHSWFLXARS0	3
Clermont	CLMTFLXADS0	3
Crestview	CRVWFLXADS0	3
Cypress Lake	CYLKFLXADS0	3
Fort Myers (East)	FTMYFLXBRS0	3
Golden Gate	GLGCFLXADS0	3
Kissimmee	KSSMFLXADS0	3
Kissimmee	KSSMFLXCRS1	3
Kissimmee (West / Reedy Creek)	KSSMFLXBDS1	3
Leesburg	LSBGFLXADS0	3
Marco Island	MOISFLXADS1	3
Mount Dora	MTDRFLXARS0	3
Naples (Southeast)	NPLSFLXCDS0	3
North Cape Coral	CPCRFLXBDS1	3

North Fort Myers	NFMYFLXADS0	3
North Fort Myers	NFMYFLXBRS0	3
Ocala	OCALFLXADS0	3
Ocala	OCALFLXBDS0	3
Orange City	ORCYFLXCRS0	3
Port Charlotte	PTCTFLXADS0	3
Sanibel-Captiva Islands	SNISFLXADS0	3
Silver Springs Shores	SVSSFLXARS0	3
Tallahassee-Mabry	TLHSFLXCDS0	3
Tallahassee-Perkins	TLHSFLXHDS0	3
Tallahassee-Thomasville	TLHSFLXFDS0	3
Tavares	TVRSFLXADS0	3
Alford	ALFRFLXARS0	4
Alva	ALVAFLXARS1	4
Arcadia	ARCDFLXADS0	4
Astor	ASTRFLXARS0	4
Avon Park	AVPKFLXADS0	4
Baker	BAKRFLXADS0	4
Bonifay	BNFYFLXARS0	4
Bowling Green	BWLGFLXARS0	4
Bushnell	BSHNFLXADS0	4
Cape Haze	CPHZFLXADS0	4
Cherry Lake	CHLKFLXARS0	4
Clewiston	CLTNFLXARS0	4
Cottondale	CTDLFLXARS0	4
Crawfordville	CFVLFLXADS0	4
Crystal River	CRRVFLXADS0	4
Dade City	DDCYFLXADS1	4
DeFuniak Springs	DFSPFLXADS0	4
Eustis	ESTSFLXARS0	4
Everglades	EVERGFLXARS1	4
Forest	OCNFFLXARS0	4
Fort Meade	FTMDFLXARS0	4
Freeport	FRPTFLXARS0	4
Glendale	GLDLFLXARS0	4
Grand Ridge	GDRGFLXADS0	4
Greenville	GNVLFLXARS0	4
Greenwood	GNWDFLXARS0	4
Groveland	GVLDFLXARS0	4
Homosassa Springs	HMSPFLEXARS0	4
Howey-in-the-Hills	HOWYFLXARS0	4
Immokalee	IMKLFLXARS0	4
Inverness	INVRFLXADS1	4
Kenansville	KNVLFLXARS0	4
Kingsley Lake	KGLKFLXARS0	4
LaBelle	LBLLFLXADS0	4
Lake Helen - Orange City	LKHLFLXARS0	4
Lake Placid	LKPCFLXARS0	4
Lawtey	LWTYFLXARS0	4
Lee	LEE FLXARS0	4
Lehigh Acres	LHACFLXADS0	4
Madison	MDSNFLXADS0	4
Malone	MALNFLXARS0	4
Marianna	MRNFLXADS0	4
Monticello	MNTIFLXADS0	4
Montverde	MTVRFLXARS0	4

Moore Haven	MRHNFLXARS0	4
Ocklawaha	OKLWFLXADS0	4
Okeechobee	OKCBFLXADS1	4
Panacea	PANCFXARS0	4
Pine Island	PNISFLXADS0	4
Ponce de Leon	PNLNFLXARS0	4
Punta Gorda	PNGRFLXADS1	4
Reynolds Hill	RYHLFLXARS0	4
Salt Springs	SSPRFLXARS0	4
San Antonio	SNANFLXARS0	4
Santa Rosa Beach	SNRSFLXARS0	4
Seagrove Beach	SGBHFLXARS0	4
Sebring	SBNGFLXADS1	4
Silver Springs - Ocala	SVSPFLXARS0	4
Sneads	SNDSFLXARS0	4
Sopchoppy	SPCPFLXARS0	4
Spring Lake	SLHLFLXARS0	4
St. Cloud	STCDFLXARS0	4
St. Marks	STMKFLXARS0	4
Starke	STRKFLXADS0	4
Tallahassee-Woodville	TLHSFLXGRS0	4
Trilacoochee	TLCHFLXARS0	4
Umatilla	UMTLFLXARS0	4
Wauchula	WCHLFLXADS0	4
Westwood	WSTVFLXARS0	4
Wildwood	WLWDFLXARS0	4
Williston	WLSTFLXARS0	4
Zolfo Springs	ZLSPFLXARS0	4

INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement ("Agreement"), entered into this 24th day of February and effective the 14th day of June, 2004, is entered into by and between KMC Telecom V, Inc. (referred to herein as "KMC"), a Delaware corporation ("CLEC"), and Sprint-Florida, Incorporated ("Sprint"), a Florida corporation (collectively referred to herein as "the Parties"), to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Florida.

NOW THEREFORE, the Parties agree as follows:

1. INTERCONNECTION AND RESALE AGREEMENT

The Parties agree that the Agreement between the Parties shall consist of the MCImetro Access Transmission Services, L.L.C. and Sprint-Florida, Incorporated Interconnection and Resale Agreement dated March 1, 2002 (the "Adopted Agreement"). Except as otherwise agreed to in writing by the Parties, the Agreement shall reflect the same terms and conditions as the Adopted Agreement.

2. PARTIES

CLEC is hereby substituted in the Adopted Agreement for MCImetro Access Transmission Services, L.L.C. and Sprint shall remain as the other Party to the Agreement.

3. TERM

This Agreement shall have a termination date of February 28, 2005, which corresponds with the termination date of the Adopted Agreement.

4. NOTICES

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To CLEC: KMC Telecom Holdings, Inc.
Interconnection Contract Management
ATTENTION: Marva Brown Johnson
1755 North Brown Road
Lawrenceville, Georgia 30043
Telephone Number: 678-985-7900
Fax Number: 678-985-6213
Email: marva.johnson@kmctelecom.com

With a copy to:

KMC Telecom Holdings, Inc.
Office of the General Counsel/Legal Affairs
1545 Route 206
Bedminster, New Jersey 07921
Telephone Number: 908-470-2100
Fax Number: 908-719-8776

To Sprint: Director – Local Carrier Markets
Sprint
6450 Sprint Parkway
Mailstop: KSOPHN0116-1B671
Overland Park, KS 66251

With a copy to:

Sprint External Affairs
Senior Attorney
1313 Blirstone Road
Tallahassee, FL 32301-3021

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

“Sprint”

By:



Name:

William E. Cheek

Title:

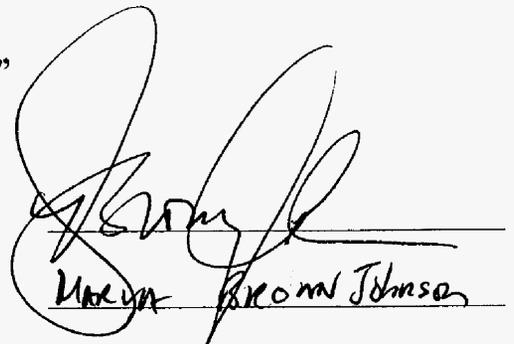
AVP – Strategic Sales &
Account Management

Date:

2/28/05

“KMC”

Name:



Title:

Vice President of Senior Counsel

2/24/05

**AMENDMENT NO. 1 TO
INTERCONNECTION AND RESALE AGREEMENT
BETWEEN
SPRINT-FLORIDA, INCORPORATED AND KMC TELECOM V, INC.**

This Amendment No. 1 is made this 24th day of February, 2005, by and between Sprint-Florida, Incorporated ("Sprint") and KMC Telecom V, Inc. ("KMC") and effective June 14, 2004. (Sprint and KMC may be referred to individually as a "Party" and collectively as the "Parties").

BACKGROUND:

WHEREAS, the Parties entered into an Interconnection and Resale Agreement ("Agreement") effective June 14, 2004 for the state of Florida, which consists of an adoption of the Interconnection Agreement between Sprint and MCImetro Access Transmission Services, Inc. that was effective March 1, 2002.

WHEREAS, on February 1, 2002, Sprint elected to offer the interim compensation rates established by the Federal Communications Commission ("FCC") in its *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order") and wish to amend the Agreement to reflect such election.

WHEREAS, the Parties also wish to amend the Agreement to reflect the application of reciprocal compensation for Local Traffic consistent with the FCC Rule 51.711(a) (3) (47 C.F.R. § 51.711(a) (3)) and any Applicable Rules for the state of Florida.

WHEREAS, on October 18, 2004, the FCC issued an order granting, in part, the Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. 160(c) from Application of the ISP Remand Order in WC Docket No. 03-171, FCC 04-241 (hereinafter referred to as "*Core Forbearance Order*"). In the *Core Forbearance Order*, which became effective on October 8, 2004, the FCC granted the Core Communications, Inc. petition with respect to the growth caps and new markets rule originally set forth in the FCC's April 2001 *ISP Remand Order*.¹ Thus, the growth caps and new market rules are no longer in effect as of October 8, 2004.

WHEREAS, the Florida Public Service Commission ("FPSC"), in Docket No. 990649B, Order No. PSC-03-0058-FOF-TP, established new rates for unbundled network elements and related services and the parties wish to amend the Agreement to incorporate those rates.

¹ *Intercarrier Compensation for ISP-Bound Traffic*, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001) (*ISP Remand Order*), remanded, *Worldcom v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), cert. Denied, 538 U.S. 1-12 (2003).

In consideration of the promises and agreements contained in this Amendment, the Parties agree as follows:

Amendment:

Attachment I, Price Schedule, Table One is hereby deleted and replaced with the Table One attached to the Amendment No. 1.

1. **Definitions.** The following definitions are added or substituted to Part B of the agreement:
 - 1.1. Except as otherwise indicated defined terms in this Amendment have the same meaning as in the Agreement.
 - 1.2. **“FCC Interim Intercarrier Compensation Mechanism”** means the interim intercarrier compensation mechanism established by the FCC in paragraphs 77-94 of the ISP Compensation Order.
 - 1.3. **“ISP-Bound Traffic”** for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider (“ISP”) consistent with the ISP Compensation Order.
 - 1.4. **“Local Traffic,”** for the purposes of this Agreement the Parties shall agree that “Local Traffic” means traffic (excluding CMRS traffic) that is originated and terminated within Sprint’s local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. Notwithstanding, the Parties agree that if the Commission has defined the local calling area for purposes of reciprocal compensation in an order applicable to the Parties, the Parties will abide by that order. For this purpose, Local Traffic does not include any Information Access Traffic (*see* ISP Compensation Order); and/or (2) telecommunications traffic exchanged by a LEC and a CMRS provider that originates and terminates within the same Major Trading Area, as defined in 47 CFR § 24.202(a). Neither Party waives its’ rights to participate and fully present its’ respective positions in any proceeding dealing with the compensation for Internet traffic.

2. Compensation Mechanisms. Attachment 4 – Interconnection, section 2 - Compensation Mechanisms is hereby deleted in its entirety and replaced with the following terms.

2.1. 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, is presumed to be Section 251(b)(5) Traffic (“Local Traffic”). 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, is presumed to be ISP-Bound Traffic. This presumption may be rebutted by either Party consistent with the provisions of the “ISP Compensation Order”.

2.2. The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order.

2.3. Local Traffic Rate.

2.3.1. The rates to be charged for the exchange of Local Traffic are the rates set forth in Table One of the Agreement and are reflected below,

2.3.2. Local Traffic Rate:

End Office:	\$0.001408
Tandem Switching:	\$0.001231
Common Transport:	\$0.000814
Combined Tandem Rate:	\$0.003453

2.4. ISP-Bound Traffic

2.4.1. Consistent with Sprint’s election of the FCC Interim Intercarrier Compensation Mechanism, ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation, but is instead traffic subject to compensation as described by the FCC Interim Intercarrier Compensation Mechanism. ISP-Bound Traffic will be compensated at the rates established by the FCC.

2.4.1.1. The terminating Party will bill the originating Party a rate of \$0.0007 per MOU for ISP-Bound Traffic delivered to the terminating Party, beginning on June 14, 2003 and through the termination of this Agreement.

2.5. The volume of ISP-Bound Traffic for which one Party may bill the other is subject to a growth cap through October 7, 2004. The growth cap will be applied as follows:

- 2.5.1. To determine the base-line for compensation purposes calculate the number of ISP-Bound Traffic minutes for which each Party was compensated during the first quarter of 2001, multiply times four and multiply that number by a ten percent (10%) growth factor (1.10). An additional ten percent growth factor (1.10) is calculated for 2002.
 - 2.5.2. From the effective date of this Agreement and through October 8, 2004, the Parties will compensate each other for ISP-Bound Traffic up to the number of ISP-Bound Traffic minutes for which each Party was compensated during 2002.
- 2.6. Consistent with Sprint's election of the FCC Interim Inter-carrier Compensation Mechanism, Information Access Traffic is not considered Local Traffic subject to reciprocal compensation, but is instead traffic subject to compensation as described by the FCC Interim Inter-carrier Compensation Mechanism. Information Access Traffic will be compensated at the rates established by the FCC.
- 2.7. Effective October 8, 2004, the terminating Party will bill the originating Party a rate of \$0.0007 per minute of use for Information Access Traffic delivered to the terminating Party and no growth caps and/or new market rules shall apply to ISP-Bound Traffic.
- 2.8. If at any point after the Effective Date of this Amendment, Sprint no longer offers to terminate Local Traffic or Information Access Traffic at the FCC Rates set forth in subsection 4 for any carrier, including but not limited to CLECs and CMRS providers, Sprint shall notify KMC immediately of this choice and the rate of Information Access Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Table One of the Agreement. If the Parties are unable to agree on whether Sprint is offering to exchange traffic as described in this Section 4, they shall invoke the dispute resolution procedures in the Agreement.
- 2.9. The Parties agree that, for purposes of this Agreement, and expressly subject to the change in law provisions contained in Part A, Section 2.2 of the Agreement, KMC's switch shall be considered to serve a geographic area comparable to the geographic area served by Sprint's local tandem switch (the "Sprint Switch Service Area") within the meaning of FCC Rule 51.711(a) (3) (47 C.F.R. § 51.711(a) (3)) and any applicable state law. KMC has provided a letter of self-certification that it serves a geographic area comparable to the geographic area served by Sprint's tandem switch. Sprint has reviewed KMC's self-certification and agrees that for purposes of this Amendment No. 1, KMC meets the geographic

comparability requirements set forth in FCC Rule 51.711(a)(3) (47 C.F.R. § 51.711(a)(3) and applicable state law

3. Miscellaneous Terms and Conditions

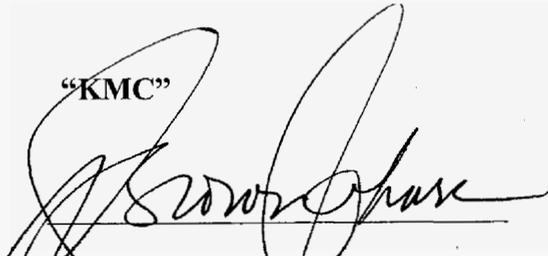
- 3.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.
- 3.2. This Amendment No. 1 executed by authorized representatives of Sprint and KMC is made a part of and is incorporated into the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Sprint and KMC has caused this Amendment No. 1 to be executed by its duly authorized representatives.

“Sprint”

By: 
Name: William E. Check
Title: Assistant Vice President - Strategic Sales & Account Management
Date: 2/22/05

“KMC”

By: 
Name: Marva Brown Johnson
Title: Vice President - Regulatory Affairs
Date: 2/24/2005

ATTACHMENT I

Table One

KEY CODES		SPRINT RATE ELEMENT COST SUMMARY: FLORIDA		
MRC	NRC	DESCRIPTION	MRC	NRC
		RESALE DISCOUNTS		
		Other than Operator / DA	19.40%	
		Op Assist / DA	12.10%	
		USAGE FILE CHARGES		
UF01		Message Provisioning, per message	\$0.00307	
UF02		Data Transmission, per message	\$0.00000	
	DB008	Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		\$18.00
		OTHER CHARGES		
	UP026	Temporary Suspension of Service for UNE-P / Resale - SUSPEND		\$0.00
	UP027	Temporary Suspension of Service for UNE-P / Resale - RESTORE		\$21.00
	UP028	PIC Change Charge, per change		\$5.00
	DA030	Operator Assistance / Directory Assistance Branding		ICB
		UNE LOOP TAG & LABEL / RESALE TAG & LABEL		
	OC015	Tag and Label on a new install loop or resale		\$4.72
	OC013	Tag and Label on a reinstall loop or an existing loop or resale		\$9.44
	OC014	Tag and Label on an add'l loop or resale on the same order at the same location		\$3.78
		TRIP CHARGE		
	OC003	Trip Charge		\$18.88
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR		
	SO001	Manual Service Order		\$28.10
	SO002	Manual Service Order - Listing Only		\$14.81
	SO003	Manual Service Order - Change Only		\$13.76
	SO004	Electronic Service Order		\$3.82
	SO005	Electronic Service Order - Listing Only		\$0.42
	SO006	Electronic Service Order - Change Only		\$1.66
	OC008	2-Wire Loop Cooperative Testing		\$46.71
	OC009	4-Wire Loop Cooperative Testing		\$66.99
	OC010	Trouble Isolation Charge		\$48.47
	OC016	Change Telephone Number, per change		\$14.66
	OC017	LNP Coordinated Conversion - Lines 1-10		\$47.33
	OC018	LNP Coordinated Conversion - each additional line		\$4.24
	OC023	LNP Conversion - 10-Digit Trigger		\$0.00
		UNE to Special Access Conversion		
	OC021	DS1, per line		\$76.71
	OC022	DS3, per line		ICB

		UNBUNDLED NETWORK ELEMENTS (UNE)		
		STAND ALONE NID	MRC	NRC
OC019	OC005	2-Wire	\$0.82	\$8.50
OC020	OC006	4-Wire	\$1.64	\$16.99
		Other NID Sizes	ICB	ICB
		PRE-ORDER LOOP QUALIFICATION	MRC	NRC
	PQ001	Loop Make-Up Information		\$5.90
		LOOPS (RATES INCLUDE NID CHARGE)	MRC	NRC
		2-Wire Analog		
AA013		Band 1	\$11.64	
AA014		Band 2	\$18.45	
AA015		Band 3	\$25.51	
AA016		Band 4	\$46.22	
	AA002	First Line		\$111.24
	AA003	Second Line and Each Additional Line (same time)		\$52.73
	AA004	Re-install (Cut Thru and Dedicated/Vacant)		\$65.81
	AA005	Disconnect		\$31.75
		4-Wire Analog		
AA017		Band 1	\$22.50	
AA018		Band 2	\$35.64	
AA019		Band 3	\$49.24	
AA020		Band 4	\$89.18	
	AA008	First Line		\$144.33
	AA009	Second Line and Each Additional Line (same time)		\$85.82
	AA010	Re-install (Cut Thru and Dedicated/Vacant)		\$81.70
	AA011	Disconnect		\$36.47
		2-Wire xDSL - Capable Loop		
AA013		Band 1	\$11.64	
AA014		Band 2	\$18.45	
AA015		Band 3	\$25.51	
AA016		Band 4	\$46.22	
	DX009	First Line		\$106.81
	DX002	Second Line and Each Additional Line (same time)		\$48.30
	DX003	Re-install (Cut Thru and Dedicated/Vacant)		\$63.55
	DD004	Disconnect		\$31.75
		4-Wire xDSL - Capable Loop		
DX010		Band 1	\$22.43	
DX011		Band 2	\$35.53	
DX012		Band 3	\$49.08	
DX013		Band 4	\$88.89	
	DX014	First Line		\$138.23
	DX015	Second Line and Each Additional Line (same time)		\$79.72
	DX016	Re-install (Cut Thru and Dedicated/Vacant)		\$78.59
	DX017	Disconnect		\$36.47
		2-Wire Digital Loop		
AA013		Band 1	\$11.64	
AA014		Band 2	\$18.45	
AA015		Band 3	\$25.51	
AA016		Band 4	\$46.22	

	DD002	First Line		\$169.14
	DD003	Second Line and Each Additional Line (same time)		\$108.10
	DD004	Disconnect		\$31.75
		2-Wire ISDN-BRI Digital Loop		
DD013		Band 1	\$19.92	
DD014		Band 2	\$31.95	
DD015		Band 3	\$44.41	
DD016		Band 4	\$80.98	
	DD002	First Line		\$169.14
	DD003	Second Line and Each Additional Line (same time)		\$108.10
	DD004	Disconnect		\$31.75
		4-Wire Digital Loop (no electronics)		
DD017		Band 1	\$22.50	
DD018		Band 2	\$35.64	
DD019		Band 3	\$49.24	
DD020		Band 4	\$89.18	
	DD006	First Line		\$240.90
	DD007	Second Line and Each Additional Line (same time)		\$179.85
	DD008	Disconnect		\$36.47
		Digital 56k/64k Loop		
DD021		Band 1	\$19.82	
DD022		Band 2	\$31.79	
DD023		Band 3	\$44.18	
DD024		Band 4	\$80.57	
	DD002	First Line		\$169.14
	DD003	Second Line and Each Additional Line (same time)		\$108.10
	DD004	Disconnect		\$31.75
		LOOP CONDITIONING	MRC	NRC
LC001		Load Coil Removal for all Digital UNE, Line Sharing and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		\$0.00
LC002		Conditioning Engineering Charge - per loop		\$39.11
LC003		Conditioning Trip Charge - per loop		\$16.41
		The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.		
		Load Coil Removal: Loops 18kft or longer		
LC004		Unload cable pair, per Underground location		\$445.21
LC005		Unload Add'l cable pair, UG same time, same location and cable		\$3.43
LC006		Unload cable pair, per Aerial or Buried Location		\$7.80
LC007		Unload Add'l cable pair, AE or BU, same time, location and cable		\$1.80
		Bridge Tap or Repeater Removal - Any Loop Length		
LC012		Remove Bridged Tap or Repeater, per Underground Location		\$442.28
LC013		Remove each Add'l Bridged Tap or Repeater, UG same time, location and cable		\$0.50
LC014		Remove Bridged Tap or Repeater, per Aerial or Buried Location		\$6.43
LC015		Remove each Add'l Bridged Tap or Repeater, AE or BU same time, location and cable		\$0.44

SUB LOOPS (RATES INCLUDE NID CHARGE)			MRC	NRC
		Sub-Loops Interconnection (Stub Cable)		ICB
2 Wire Voice Grade and Digital Data Distribution				
SB002		Band 1	\$4.97	
SB003		Band 2	\$7.58	
SB004		Band 3	\$10.28	
SB005		Band 4	\$18.22	
	SB010	First Line		\$119.15
	SB011	Second Line and Each Additional Line (same time)		\$40.65
	SB012	Disconnect		\$51.98
4 Wire Voice Grade and Digital Data Distribution				
SB006		Band 1	\$9.58	
SB007		Band 2	\$14.59	
SB008		Band 3	\$19.77	
SB009		Band 4	\$34.98	
	SB013	First Line		\$164.56
	SB014	Second Line and Each Additional Line (same time)		\$65.20
	SB015	Disconnect		\$63.31
RECIPROCAL COMPENSATION			MRC	NRC
RC001		End Office per MOU	\$0.002221	N/A
RC002		Tandem Switching per MOU	\$0.002053	N/A
RC003		Shared Transport per MOU	\$0.000814	N/A
		ISP-bound Traffic Termination	\$0.0007	N/A
TRANSIT SERVICE			MRC	NRC
RC002		Transit Service Charge, per minute of use	\$0.002867	N/A
COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE SS7			MRC	NRC
TT027	TT016	STP Port	\$252.47	\$281.69
TT028		STP Switching	\$0.33	N/A
	TT017	STP Transport Link 56.0 Kbps SS7 Link per month	Refer to Tariff	\$184.79
	TT010	SS7 Originating Point Code (OPC)		\$29.94
	TT011	SS7 GlobalTitle Address Translation (GTT)		\$14.97
DATABASE available via contract or tariff			MRC	NRC
DB001		Local Number Portability query (LNP) - Contracted	\$0.00030	
DB002		Toll Free Code query (TFC) - Simple - Contracted	\$0.00200	
DB003		Toll Free Code query (TFC) - Complex Additive - Contracted	\$0.00020	
DB004		Line Information Database query (LIDB) - <i>Per Interstate Tariff</i>	\$0.03660	
DB005		Line Information Database query transport (LIDB) - <i>Per Interstate Tariff</i>	\$0.01600	
DB006		Calling Name Database Access Service query (CNAM) - <i>Contracted, MTM</i>	\$0.01450	
DB009		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 year term</i>	\$0.00800	
DB010		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 + year term</i>	\$0.00550	
OPERATOR SERVICES / DIRECTORY ASSISTANCE (for Resale only)			MRC	NRC
	DA002	DA Database Listing & Update per listing or update	Refer to Tariff	
	DA003	DA Data Base Query Service per query	Refer to Tariff	
	DA004	Local Directory Services - white page listings	Refer to Tariff	

DA005		Toll and Local Assistance Service (Live)	\$0.414	
DA006		Directory Assistance Operator Service (Live)	\$0.353	
		Customized Routing		
	LS008	Switch Analysis		ICB
	LS009	Host Switch Translations		ICB
	LS010	Remote Switch Translations		ICB
		911 and E911 Transport	MRC	NRC
DB011	DB007	911 and E911 Transport	See FCC #3 Tariff	See FCC #3 Tariff
		STREET INDEX GUIDE	MRC	NRC
DB008		SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)		\$18.00
		ROUTINE MODIFICATION OF FACILITIES	MRC	NRC
		Rearrangement of Cable		
		Rearrangement of Up to 3 Pairs per UNE Loop Ordered	N/A	Included in Loop NRC
		Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered	N/A	ICB
		Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location		
		1. Repeater Equipment Case w/ Repeater Card (for T-1 applications):		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,151.93
		2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,389.90
		Smart Jack	Included in Loop MRC	Included in Loop NRC
		Line Card Installation	Included in Loop MRC	Included in Loop NRC

Loop Banding		
Exchange Name	CLLI	Band
Maitland	MTLDFLXADS1	1
Shalimar	SHLMFLXADS0	1
Tallahassee-Calhoun	TLHSFLXADS0	1
Tallahassee-FSU	TLHSFLXERS0	1
Altamonte Springs	ALSPFLXADS0	2
Boca Grande	BCGRFLXARS1	2
Bonita Springs	BNSPFLXADS1	2
Buenaventura Lakes	KSSMFLXDRS0	2
Cape Coral	CPCRFLXADS0	2
Casselberry	CSLBFLXADS1	2
Cypress Lake-Regional Airport	CYLKFLXBRS0	2
Destin	DESTFLXADS0	2
Fort Myers	FTMYFLXCDS2	2
Fort Myers	FTMYFLXADS0	2
Fort Myers Beach	FTMBFLXARS0	2
Fort Walton Beach-Denton	FTWBFLXBDS0	2
Fort Walton Beach-Hollywood	FTWBFLXADS0	2
Fort Walton Beach-Mary Esther	FTWBFLXCRS0	2
Goldenrod	GLRDFLXADS0	2
Highlands	OCALFLXCRS0	2
Lady Lake	LDLKFLXARS0	2
Lake Brantley	LKBRFLXADS1	2
Naples	NPLSFLXDDS0	2
North Naples	NNPLFLXADS1	2
Orange City	ORCYFLXADS0	2
Tallahassee-Blairstone	TLHSFLXDDS0	2
Tallahassee-Willis	TLHSFLXBDS0	2
Valparaiso	VLPRFLXADS0	2
Valparaiso-Seminole	VLPRFLXBRS0	2
Windermere	WNRFLXARS0	2
Winter Garden	WNGRFLXADS0	2
Winter Park	WNPKFLXADS1	2
Apopka	APPKFLXADS1	3
Belleview	BLVWFLXADS0	3
Beverly Hills	BVHLFLXADS0	3
Chassahowitzka-Homosassa Spr	CHSWFLXARS0	3
Clermont	CLMTFLXADS0	3
Crestview	CRVWFLXADS0	3
Cypress Lake	CYLKFLXADS0	3
Fort Myers (East)	FTMYFLXBRS0	3
Golden Gate	GLGCFLXADS0	3
Kissimmee	KSSMFLXADS0	3
Kissimmee	KSSMFLXCRS1	3
Kissimmee (West / Reedy Creek)	KSSMFLXBDS1	3
Leesburg	LSBGFLXADS0	3
Marco Island	MOISFLXADS1	3
Mount Dora	MTRFLXARS0	3
Naples (Southeast)	NPLSFLXCDS0	3
North Cape Coral	CPCRFLXBDS1	3

North Fort Myers	NFMYFLXADS0	3
North Fort Myers	NFMYFLXBRS0	3
Ocala	OCALFLXADS0	3
Ocala	OCALFLXBDS0	3
Orange City	ORCYFLXCRS0	3
Port Charlotte	PTCTFLXADS0	3
Sanibel-Captiva Islands	SNISFLXADS0	3
Silver Springs Shores	SVSSFLXARS0	3
Tallahassee-Mabry	TLHSFLXCDS0	3
Tallahassee-Perkins	TLHSFLXHDS0	3
Tallahassee-Thomasville	TLHSFLXFDS0	3
Tavares	TVRSFLXADS0	3
Alford	ALFRFLXARS0	4
Alva	ALVAFLXARS1	4
Arcadia	ARCDFLXADS0	4
Astor	ASTRFLXARS0	4
Avon Park	AVPKFLXADS0	4
Baker	BAKRFLXADS0	4
Bonifay	BNFYFLXARS0	4
Bowling Green	BWLGFLXARS0	4
Bushnell	BSHNFLXADS0	4
Cape Haze	CPHZFLXADS0	4
Cherry Lake	CHLKFLXARS0	4
Clewiston	CLTNFLXARS0	4
Cottondale	CTDLFLXARS0	4
Crawfordville	CFVLFLXADS0	4
Crystal River	CRRVFLXADS0	4
Dade City	DDCYFLXADS1	4
DeFuniak Springs	DFSPFLXADS0	4
Eustis	ESTSFLXARS0	4
Everglades	EVRGFLXARS1	4
Forest	OCNFFLXARS0	4
Fort Meade	FTMDFLXARS0	4
Freeport	FRPTFLXARS0	4
Glendale	GLDLFLXARS0	4
Grand Ridge	GDRGFLXADS0	4
Greenville	GNVLFLXARS0	4
Greenwood	GNWDFLXARS0	4
Groveland	GVLDFLXARS0	4
Homosassa Springs	HMSPFLEXARS0	4
Howey-in-the-Hills	HOWYFLXARS0	4
Immokalee	IMKLFLXARS0	4
Inverness	INVRFLXADS1	4
Kenansville	KNVLFLXARS0	4
Kingsley Lake	KGLKFLXARS0	4
LaBelle	LBLLFLXADS0	4
Lake Helen - Orange City	LKHLFLXARS0	4
Lake Placid	LKPCFLXARS0	4
Lawtey	LWTYFLXARS0	4
Lee	LEE FLXARS0	4
Lehigh Acres	LHACFLXADS0	4
Madison	MDSNFLXADS0	4
Malone	MALNFLXARS0	4
Marianna	MRNNFLXADS0	4
Monticello	MNTIFLXADS0	4
Montverde	MTVRFLXARS0	4

Moore Haven	MRHNFLXARS0	4
Ocklawaha	OKLWFLXADS0	4
Okeechobee	OKCBFLXADS1	4
Panacea	PANCFXARS0	4
Pine Island	PNISFLXADS0	4
Ponce de Leon	PNLNFLXARS0	4
Punta Gorda	PNGRFLXADS1	4
Reynolds Hill	RYHLFLXARS0	4
Salt Springs	SSPRFLXARS0	4
San Antonio	SNANFLXARS0	4
Santa Rosa Beach	SNRSFLXARS0	4
Seagrove Beach	SGBHFLXARS0	4
Sebring	SBNGFLXADS1	4
Silver Springs - Ocala	SVSPFLXARS0	4
Sneads	SNDSFLXARS0	4
Sopchoppy	SPCPFLXARS0	4
Spring Lake	SLHLFLXARS0	4
St. Cloud	STCDFLXARS0	4
St. Marks	STMKFLXARS0	4
Starke	STRKFLXADS0	4
Tallahassee-Woodville	TLHSFLXGRS0	4
Trilacoochee	TLCHFLXARS0	4
Umatilla	UMTLFLXARS0	4
Wauchula	WCHLFLXADS0	4
Westwood	WSTVFLXARS0	4
Wildwood	WLWDFLXARS0	4
Williston	WLSTFLXARS0	4
Zolfo Springs	ZLSPFLXARS0	4

INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement ("Agreement"), entered into this 24th day of February and effective the 14th day of June, 2004, is entered into by and between KMC Telecom V, Inc. (referred to herein as "KMC"), a Delaware corporation ("CLEC"), and Sprint-Florida, Incorporated ("Sprint"), a Florida corporation (collectively referred to herein as "the Parties"), to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Florida.

NOW THEREFORE, the Parties agree as follows:

1. INTERCONNECTION AND RESALE AGREEMENT

The Parties agree that the Agreement between the Parties shall consist of the MCImetro Access Transmission Services, L.L.C. and Sprint-Florida, Incorporated Interconnection and Resale Agreement dated March 1, 2002 (the "Adopted Agreement"). Except as otherwise agreed to in writing by the Parties, the Agreement shall reflect the same terms and conditions as the Adopted Agreement.

2. PARTIES

CLEC is hereby substituted in the Adopted Agreement for MCImetro Access Transmission Services, L.L.C. and Sprint shall remain as the other Party to the Agreement.

3. TERM

This Agreement shall have a termination date of February 28, 2005, which corresponds with the termination date of the Adopted Agreement.

4. NOTICES

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To CLEC: KMC Telecom Holdings, Inc.
Interconnection Contract Management
ATTENTION: Marva Brown Johnson
1755 North Brown Road
Lawrenceville, Georgia 30043
Telephone Number: 678-985-7900
Fax Number: 678-985-6213
Email: marva.johnson@kmctelecom.com

With a copy to:

KMC Telecom Holdings, Inc.
Office of the General Counsel/Legal Affairs
1545 Route 206
Bedminster, New Jersey 07921
Telephone Number: 908-470-2100
Fax Number: 908-719-8776

To Sprint: Director – Local Carrier Markets
Sprint
6450 Sprint Parkway
Mailstop: KSOPHN0116-1B671
Overland Park, KS 66251

With a copy to:

Sprint External Affairs
Senior Attorney
1313 Blirstone Road
Tallahassee, FL 32301-3021

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

“Sprint”

By:



Name:

William E. Cheek

Title:

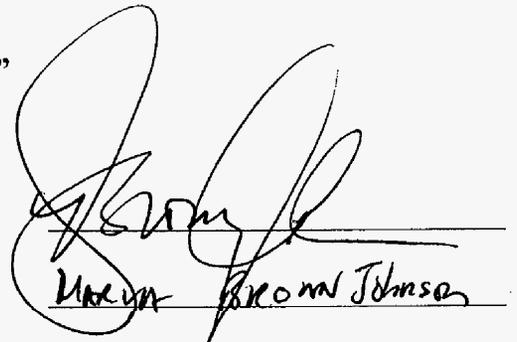
AVP – Strategic Sales &
Account Management

Date:

2/28/05

“KMC”

Name:



Title:

Vice President of Senior Counsel

2/24/2005

**AMENDMENT NO. 1 TO
INTERCONNECTION AND RESALE AGREEMENT
BETWEEN
SPRINT-FLORIDA, INCORPORATED AND KMC TELECOM V, INC.**

This Amendment No. 1 is made this 24th day of February, 2005, by and between Sprint-Florida, Incorporated ("Sprint") and KMC Telecom V, Inc. ("KMC") and effective June 14, 2004. (Sprint and KMC may be referred to individually as a "Party" and collectively as the "Parties").

BACKGROUND:

WHEREAS, the Parties entered into an Interconnection and Resale Agreement ("Agreement") effective June 14, 2004 for the state of Florida, which consists of an adoption of the Interconnection Agreement between Sprint and MCImetro Access Transmission Services, Inc. that was effective March 1, 2002.

WHEREAS, on February 1, 2002, Sprint elected to offer the interim compensation rates established by the Federal Communications Commission ("FCC") in its *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order") and wish to amend the Agreement to reflect such election.

WHEREAS, the Parties also wish to amend the Agreement to reflect the application of reciprocal compensation for Local Traffic consistent with the FCC Rule 51.711(a) (3) (47 C.F.R. § 51.711(a) (3)) and any Applicable Rules for the state of Florida.

WHEREAS, on October 18, 2004, the FCC issued an order granting, in part, the Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. 160(c) from Application of the ISP Remand Order in WC Docket No. 03-171, FCC 04-241 (hereinafter referred to as "*Core Forbearance Order*"). In the *Core Forbearance Order*, which became effective on October 8, 2004, the FCC granted the Core Communications, Inc. petition with respect to the growth caps and new markets rule originally set forth in the FCC's April 2001 *ISP Remand Order*.¹ Thus, the growth caps and new market rules are no longer in effect as of October 8, 2004.

WHEREAS, the Florida Public Service Commission ("FPSC"), in Docket No. 990649B, Order No. PSC-03-0058-FOF-TP, established new rates for unbundled network elements and related services and the parties wish to amend the Agreement to incorporate those rates.

¹ *Intercarrier Compensation for ISP-Bound Traffic*, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001) (*ISP Remand Order*), remanded, *Worldcom v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), cert. Denied, 538 U.S. 1-12 (2003).

In consideration of the promises and agreements contained in this Amendment, the Parties agree as follows:

Amendment:

Attachment I, Price Schedule, Table One is hereby deleted and replaced with the Table One attached to the Amendment No. 1.

1. **Definitions.** The following definitions are added or substituted to Part B of the agreement:
 - 1.1. Except as otherwise indicated defined terms in this Amendment have the same meaning as in the Agreement.
 - 1.2. **“FCC Interim Intercarrier Compensation Mechanism”** means the interim intercarrier compensation mechanism established by the FCC in paragraphs 77-94 of the ISP Compensation Order.
 - 1.3. **“ISP-Bound Traffic”** for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider (“ISP”) consistent with the ISP Compensation Order.
 - 1.4. **“Local Traffic,”** for the purposes of this Agreement the Parties shall agree that “Local Traffic” means traffic (excluding CMRS traffic) that is originated and terminated within Sprint’s local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. Notwithstanding, the Parties agree that if the Commission has defined the local calling area for purposes of reciprocal compensation in an order applicable to the Parties, the Parties will abide by that order. For this purpose, Local Traffic does not include any Information Access Traffic (*see* ISP Compensation Order); and/or (2) telecommunications traffic exchanged by a LEC and a CMRS provider that originates and terminates within the same Major Trading Area, as defined in 47 CFR § 24.202(a). Neither Party waives its’ rights to participate and fully present its’ respective positions in any proceeding dealing with the compensation for Internet traffic.

2. **Compensation Mechanisms.** Attachment 4 – Interconnection, section 2 - Compensation Mechanisms is hereby deleted in its entirety and replaced with the following terms.

2.1. 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, is presumed to be Section 251(b)(5) Traffic (“Local Traffic”). 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, is presumed to be ISP-Bound Traffic. This presumption may be rebutted by either Party consistent with the provisions of the “ISP Compensation Order”.

2.2. The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order.

2.3. Local Traffic Rate.

2.3.1. The rates to be charged for the exchange of Local Traffic are the rates set forth in Table One of the Agreement and are reflected below.

2.3.2. Local Traffic Rate:

End Office:	\$0.001408
Tandem Switching:	\$0.001231
Common Transport:	\$0.000814
Combined Tandem Rate:	\$0.003453

2.4. ISP-Bound Traffic

2.4.1. Consistent with Sprint’s election of the FCC Interim Intercarrier Compensation Mechanism, ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation, but is instead traffic subject to compensation as described by the FCC Interim Intercarrier Compensation Mechanism. ISP-Bound Traffic will be compensated at the rates established by the FCC.

2.4.1.1. The terminating Party will bill the originating Party a rate of \$0.0007 per MOU for ISP-Bound Traffic delivered to the terminating Party, beginning on June 14, 2003 and through the termination of this Agreement.

2.5. The volume of ISP-Bound Traffic for which one Party may bill the other is subject to a growth cap through October 7, 2004. The growth cap will be applied as follows:

- 2.5.1. To determine the base-line for compensation purposes calculate the number of ISP-Bound Traffic minutes for which each Party was compensated during the first quarter of 2001, multiply times four and multiply that number by a ten percent (10%) growth factor (1.10). An additional ten percent growth factor (1.10) is calculated for 2002.
 - 2.5.2. From the effective date of this Agreement and through October 8, 2004, the Parties will compensate each other for ISP-Bound Traffic up to the number of ISP-Bound Traffic minutes for which each Party was compensated during 2002.
- 2.6. Consistent with Sprint's election of the FCC Interim Intercarrier Compensation Mechanism, Information Access Traffic is not considered Local Traffic subject to reciprocal compensation, but is instead traffic subject to compensation as described by the FCC Interim Intercarrier Compensation Mechanism. Information Access Traffic will be compensated at the rates established by the FCC.
- 2.7. Effective October 8, 2004, the terminating Party will bill the originating Party a rate of \$0.0007 per minute of use for Information Access Traffic delivered to the terminating Party and no growth caps and/or new market rules shall apply to ISP-Bound Traffic.
- 2.8. If at any point after the Effective Date of this Amendment, Sprint no longer offers to terminate Local Traffic or Information Access Traffic at the FCC Rates set forth in subsection 4 for any carrier, including but not limited to CLECs and CMRS providers, Sprint shall notify KMC immediately of this choice and the rate of Information Access Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Table One of the Agreement. If the Parties are unable to agree on whether Sprint is offering to exchange traffic as described in this Section 4, they shall invoke the dispute resolution procedures in the Agreement.
- 2.9. The Parties agree that, for purposes of this Agreement, and expressly subject to the change in law provisions contained in Part A, Section 2.2 of the Agreement, KMC's switch shall be considered to serve a geographic area comparable to the geographic area served by Sprint's local tandem switch (the "Sprint Switch Service Area") within the meaning of FCC Rule 51.711(a) (3) (47 C.F.R. § 51.711(a) (3)) and any applicable state law. KMC has provided a letter of self-certification that it serves a geographic area comparable to the geographic area served by Sprint's tandem switch. Sprint has reviewed KMC's self-certification and agrees that for purposes of this Amendment No. 1, KMC meets the geographic

comparability requirements set forth in FCC Rule 51.711(a)(3) (47 C.F.R. § 51.711(a)(3) and applicable state law

3. Miscellaneous Terms and Conditions

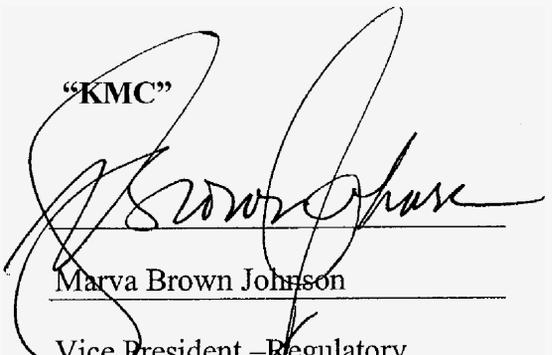
- 3.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.
- 3.2. This Amendment No. 1 executed by authorized representatives of Sprint and KMC is made a part of and is incorporated into the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Sprint and KMC has caused this Amendment No. 1 to be executed by its duly authorized representatives.

“Sprint”

By: 
Name: William E. Cheek
Title: Assistant Vice President - Strategic Sales & Account Management
Date: 2/28/05

“KMC”

By: 
Name: Marva Brown Johnson
Title: Vice President - Regulatory Affairs
Date: 2/24/2005

ATTACHMENT I

Table One

KEY CODES		SPRINT RATE ELEMENT COST SUMMARY: FLORIDA		
MRC	NRC	DESCRIPTION	MRC	NRC
		RESALE DISCOUNTS		
		Other than Operator / DA	19.40%	
		Op Assist / DA	12.10%	
		USAGE FILE CHARGES	MRC	NRC
UF01		Message Provisioning, per message	\$0.00307	
UF02		Data Transmission, per message	\$0.00000	
	DB008	Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		\$18.00
		OTHER CHARGES	MRC	NRC
	UP026	Temporary Suspension of Service for UNE-P / Resale - SUSPEND		\$0.00
	UP027	Temporary Suspension of Service for UNE-P / Resale - RESTORE		\$21.00
	UP028	PIC Change Charge, per change		\$5.00
	DA030	Operator Assistance / Directory Assistance Branding		ICB
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	MRC	NRC
	OC015	Tag and Label on a new install loop or resale		\$4.72
	OC013	Tag and Label on a reinstall loop or an existing loop or resale		\$9.44
	OC014	Tag and Label on an add'l loop or resale on the same order at the same location		\$3.78
		TRIP CHARGE	MRC	NRC
	OC003	Trip Charge		\$18.88
		RATE ELEMENTS	MRC	NRC
		SERVICE ORDER / INSTALLATION / REPAIR		
	SO001	Manual Service Order		\$28.10
	SO002	Manual Service Order - Listing Only		\$14.81
	SO003	Manual Service Order - Change Only		\$13.76
	SO004	Electronic Service Order		\$3.82
	SO005	Electronic Service Order - Listing Only		\$0.42
	SO006	Electronic Service Order - Change Only		\$1.66
	OC008	2-Wire Loop Cooperative Testing		\$46.71
	OC009	4-Wire Loop Cooperative Testing		\$66.99
	OC010	Trouble Isolation Charge		\$48.47
	OC016	Change Telephone Number, per change		\$14.66
	OC017	LNP Coordinated Conversion - Lines 1-10		\$47.33
	OC018	LNP Coordinated Conversion - each additional line		\$4.24
	OC023	LNP Conversion - 10-Digit Trigger		\$0.00
		UNE to Special Access Conversion		
	OC021	DS1, per line		\$76.71
	OC022	DS3, per line		ICB

UNBUNDLED NETWORK ELEMENTS (UNE)				
STAND ALONE NID			MRC	NRC
OC019	OC005	2-Wire	\$0.82	\$8.50
OC020	OC006	4-Wire	\$1.64	\$16.99
		Other NID Sizes	ICB	ICB
PRE-ORDER LOOP QUALIFICATION			MRC	NRC
	PQ001	Loop Make-Up Information		\$5.90
LOOPS (RATES INCLUDE NID CHARGE)			MRC	NRC
2-Wire Analog				
AA013		Band 1	\$11.64	
AA014		Band 2	\$18.45	
AA015		Band 3	\$25.51	
AA016		Band 4	\$46.22	
	AA002	First Line		\$111.24
	AA003	Second Line and Each Additional Line (same time)		\$52.73
	AA004	Re-install (Cut Thru and Dedicated/Vacant)		\$65.81
	AA005	Disconnect		\$31.75
4-Wire Analog				
AA017		Band 1	\$22.50	
AA018		Band 2	\$35.64	
AA019		Band 3	\$49.24	
AA020		Band 4	\$89.18	
	AA008	First Line		\$144.33
	AA009	Second Line and Each Additional Line (same time)		\$85.82
	AA010	Re-install (Cut Thru and Dedicated/Vacant)		\$81.70
	AA011	Disconnect		\$36.47
2-Wire xDSL - Capable Loop				
AA013		Band 1	\$11.64	
AA014		Band 2	\$18.45	
AA015		Band 3	\$25.51	
AA016		Band 4	\$46.22	
	DX009	First Line		\$106.81
	DX002	Second Line and Each Additional Line (same time)		\$48.30
	DX003	Re-install (Cut Thru and Dedicated/Vacant)		\$63.55
	DD004	Disconnect		\$31.75
4-Wire xDSL - Capable Loop				
DX010		Band 1	\$22.43	
DX011		Band 2	\$35.53	
DX012		Band 3	\$49.08	
DX013		Band 4	\$88.89	
	DX014	First Line		\$138.23
	DX015	Second Line and Each Additional Line (same time)		\$79.72
	DX016	Re-install (Cut Thru and Dedicated/Vacant)		\$78.59
	DX017	Disconnect		\$36.47
2-Wire Digital Loop				
AA013		Band 1	\$11.64	
AA014		Band 2	\$18.45	
AA015		Band 3	\$25.51	
AA016		Band 4	\$46.22	

	DD002	First Line		\$169.14
	DD003	Second Line and Each Additional Line (same time)		\$108.10
	DD004	Disconnect		\$31.75
		2-Wire ISDN-BRI Digital Loop		
DD013		Band 1	\$19.92	
DD014		Band 2	\$31.95	
DD015		Band 3	\$44.41	
DD016		Band 4	\$80.98	
	DD002	First Line		\$169.14
	DD003	Second Line and Each Additional Line (same time)		\$108.10
	DD004	Disconnect		\$31.75
		4-Wire Digital Loop (no electronics)		
DD017		Band 1	\$22.50	
DD018		Band 2	\$35.64	
DD019		Band 3	\$49.24	
DD020		Band 4	\$89.18	
	DD006	First Line		\$240.90
	DD007	Second Line and Each Additional Line (same time)		\$179.85
	DD008	Disconnect		\$36.47
		Digital 56k/64k Loop		
DD021		Band 1	\$19.82	
DD022		Band 2	\$31.79	
DD023		Band 3	\$44.18	
DD024		Band 4	\$80.57	
	DD002	First Line		\$169.14
	DD003	Second Line and Each Additional Line (same time)		\$108.10
	DD004	Disconnect		\$31.75
		LOOP CONDITIONING	MRC	NRC
	LC001	Load Coil Removal for all Digital UNE, Line Sharing and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		\$0.00
	LC002	Conditioning Engineering Charge - per loop		\$39.11
	LC003	Conditioning Trip Charge - per loop		\$16.41
		The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.		
		Load Coil Removal: Loops 18kft or longer		
	LC004	Unload cable pair, per Underground location		\$445.21
	LC005	Unload Addt'l cable pair, UG same time, same location and cable		\$3.43
	LC006	Unload cable pair, per Aerial or Buried Location		\$7.80
	LC007	Unload Addt'l cable pair, AE or BU, same time, location and cable		\$1.80
		Bridge Tap or Repeater Removal - Any Loop Length		
	LC012	Remove Bridged Tap or Repeater, per Underground Location		\$442.28
	LC013	Remove each Addt'l Bridged Tap or Repeater, UG same time, location and cable		\$0.50
	LC014	Remove Bridged Tap or Repeater, per Aerial or Buried Location		\$6.43
	LC015	Remove each Addt'l Bridged Tap or Repeater, AE or BU same time, location and cable		\$0.44

SUB LOOPS (RATES INCLUDE NID CHARGE)			MRC	NRC
		Sub-Loops Interconnection (Stub Cable)		ICB
2 Wire Voice Grade and Digital Data Distribution				
SB002		Band 1	\$4.97	
SB003		Band 2	\$7.58	
SB004		Band 3	\$10.28	
SB005		Band 4	\$18.22	
	SB010	First Line		\$119.15
	SB011	Second Line and Each Additional Line (same time)		\$40.65
	SB012	Disconnect		\$51.98
4 Wire Voice Grade and Digital Data Distribution				
SB006		Band 1	\$9.58	
SB007		Band 2	\$14.59	
SB008		Band 3	\$19.77	
SB009		Band 4	\$34.98	
	SB013	First Line		\$164.56
	SB014	Second Line and Each Additional Line (same time)		\$65.20
	SB015	Disconnect		\$63.31
RECIPROCAL COMPENSATION			MRC	NRC
RC001		End Office per MOU	\$0.002221	N/A
RC002		Tandem Switching per MOU	\$0.002053	N/A
RC003		Shared Transport per MOU	\$0.000814	N/A
		ISP-bound Traffic Termination	\$0.0007	N/A
TRANSIT SERVICE			MRC	NRC
RC002		Transit Service Charge, per minute of use	\$0.002867	N/A
COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE (SS7)			MRC	NRC
TT027	TT016	STP Port	\$252.47	\$281.69
TT028		STP Switching	\$0.33	N/A
	TT017	STP Transport Link 56.0 Kbps SS7 Link per month	Refer to Tariff	\$184.79
	TT010	SS7 Originating Point Code (OPC)		\$29.94
	TT011	SS7 GlobalTitle Address Translation (GTT)		\$14.97
DATABASE (available via contract or tariff)			MRC	NRC
DB001		Local Number Portability query (LNP) - Contracted	\$0.00030	
DB002		Toll Free Code query (TFC) - Simple - Contracted	\$0.00200	
DB003		Toll Free Code query (TFC) - Complex Additive - Contracted	\$0.00020	
DB004		Line Information Database query (LIDB) - <i>Per Interstate Tariff</i>	\$0.03660	
DB005		Line Information Database query transport (LIDB) - <i>Per Interstate Tariff</i>	\$0.01600	
DB006		Calling Name Database Access Service query (CNAM) - <i>Contracted, MTM</i>	\$0.01450	
DB009		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 year term</i>	\$0.00800	
DB010		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 + year term</i>	\$0.00550	
OPERATOR SERVICES / DIRECTORY ASSISTANCE (for Resale only)			MRC	NRC
	DA002	DA Database Listing & Update per listing or update	Refer to Tariff	
	DA003	DA Data Base Query Service per query	Refer to Tariff	
	DA004	Local Directory Services - white page listings	Refer to Tariff	

DA005		Toll and Local Assistance Service (Live)	\$0.414	
DA006		Directory Assistance Operator Service (Live)	\$0.353	
		Customized Routing		
	LS008	Switch Analysis		ICB
	LS009	Host Switch Translations		ICB
	LS010	Remote Switch Translations		ICB
		911 and E911 Transport	MRC	NRC
DB011	DB007	911 and E911 Transport	See FCC #3 Tariff	See FCC #3 Tariff
		STREET INDEX GUIDE	MRC	NRC
DB008		SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)		\$18.00
		ROUTINE MODIFICATION OF FACILITIES	MRC	NRC
		Rearrangement of Cable		
		Rearrangement of Up to 3 Pairs per UNE Loop Ordered	N/A	Included in Loop NRC
		Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered	N/A	ICB
		Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location		
		1. Repeater Equipment Case w/ Repeater Card (for T-1 applications):		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,151.93
		2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,389.90
		Smart Jack	Included in Loop MRC	Included in Loop NRC
		Line Card Installation	Included in Loop MRC	Included in Loop NRC

Loop Banding

Exchange Name	CLLI	Band
Maitland	MTLDFLXADS1	1
Shalimar	SHLMFLXADS0	1
Tallahassee-Calhoun	TLHSFLXADS0	1
Tallahassee-FSU	TLHSFLXERS0	1
Altamonte Springs	ALSPFLXADS0	2
Boca Grande	BCGRFLXARS1	2
Bonita Springs	BNSPFLXADS1	2
Buenaventura Lakes	KSSMFLXDORS0	2
Cape Coral	CPCRFLXADS0	2
Casselberry	CSLBFLXADS1	2
Cypress Lake-Regional Airport	CYLKFLXBRS0	2
Destin	DESTFLXADS0	2
Fort Myers	FTMYFLXCDS2	2
Fort Myers	FTMYFLXADS0	2
Fort Myers Beach	FTMBFLXARS0	2
Fort Walton Beach-Denton	FTWBFLXBDS0	2
Fort Walton Beach-Hollywood	FTWBFLXADS0	2
Fort Walton Beach-Mary Esther	FTWBFLXCRS0	2
Goldenrod	GLRDFLXADS0	2
Highlands	OCALFLXCRS0	2
Lady Lake	LDLKFLXARS0	2
Lake Brantley	LKBRFLXADS1	2
Naples	NPLSFLXDDS0	2
North Naples	NNPLFLXADS1	2
Orange City	ORCYFLXADS0	2
Tallahassee-Blairstone	TLHSFLXDDS0	2
Tallahassee-Willis	TLHSFLXBDS0	2
Valparaiso	VLPRFLXADS0	2
Valparaiso-Seminole	VLPRFLXBRS0	2
Windermere	WNDRFLXARS0	2
Winter Garden	WNGRFLXADS0	2
Winter Park	WNPFLXADS1	2
Apopka	APPKFLXADS1	3
Belleview	BLVWFLXADS0	3
Beverly Hills	BVHLFLXADS0	3
Chassahowitzka-Homosassa Spr	CHSWFLXARS0	3
Clermont	CLMTFLXADS0	3
Crestview	CRVWFLXADS0	3
Cypress Lake	CYLKFLXADS0	3
Fort Myers (East)	FTMYFLXBRS0	3
Golden Gate	GLGCFLXADS0	3
Kissimmee	KSSMFLXADS0	3
Kissimmee	KSSMFLXCRS1	3
Kissimmee (West / Reedy Creek)	KSSMFLXBDS1	3
Leesburg	LSBGFLXADS0	3
Marco Island	MOISFLXADS1	3
Mount Dora	MTDRFLXARS0	3
Naples (Southeast)	NPLSFLXCDS0	3
North Cape Coral	CPCRFLXBDS1	3

North Fort Myers	NFMYFLXADS0	3
North Fort Myers	NFMYFLXBRS0	3
Ocala	OCALFLXADS0	3
Ocala	OCALFLXBDS0	3
Orange City	ORCYFLXCRS0	3
Port Charlotte	PTCTFLXADS0	3
Sanibel-Captiva Islands	SNISFLXADS0	3
Silver Springs Shores	SVSSFLXARS0	3
Tallahassee-Mabry	TLHSFLXCDS0	3
Tallahassee-Perkins	TLHSFLXHDS0	3
Tallahassee-Thomasville	TLHSFLXFDS0	3
Tavares	TVRSFLXADS0	3
Alford	ALFRFLXARS0	4
Alva	ALVAFLXARS1	4
Arcadia	ARCDFLXADS0	4
Astor	ASTRFLXARS0	4
Avon Park	AVPKFLXADS0	4
Baker	BAKRFLXADS0	4
Bonifay	BNFYFLXARS0	4
Bowling Green	BWLGFLXARS0	4
Bushnell	BSHNFLXADS0	4
Cape Haze	CPHZFLXADS0	4
Cherry Lake	CHLKFLXARS0	4
Clewiston	CLTNFLXARS0	4
Cottondale	CTDLFLXARS0	4
Crawfordville	CFVLFLXADS0	4
Crystal River	CRRVFLXADS0	4
Dade City	DDCYFLXADS1	4
DeFuniak Springs	DFSPFLXADS0	4
Eustis	ESTSFLXARS0	4
Everglades	EVRGFLXARS1	4
Forest	OCNFFLXARS0	4
Fort Meade	FTMDFLXARS0	4
Freeport	FRPTFLXARS0	4
Glendale	GLDLFLXARS0	4
Grand Ridge	GDRGFLXADS0	4
Greenville	GNVLFLXARS0	4
Greenwood	GNWDFLXARS0	4
Groveland	GVLDLFLXARS0	4
Homosassa Springs	HMSPLXARS0	4
Howey-in-the-Hills	HOWYFLXARS0	4
Immokalee	IMKLFLXARS0	4
Inverness	INVRFLXADS1	4
Kenansville	KNVLFLXARS0	4
Kingsley Lake	KGLKFLXARS0	4
LaBelle	LBLLFLXADS0	4
Lake Helen - Orange City	LKHLFLXARS0	4
Lake Placid	LKPCFLXARS0	4
Lawtey	LWTYFLXARS0	4
Lee	LEE FLXARS0	4
Lehigh Acres	LHACFLXADS0	4
Madison	MDSNFLXADS0	4
Malone	MALNFLXARS0	4
Marianna	MRNNFLXADS0	4
Monticello	MNTIFLXADS0	4
Montverde	MTVRFLXARS0	4

Moore Haven	MRHNFLXARS0	4
Ocklawaha	OKLWFLXADS0	4
Okeechobee	OKCBFLXADS1	4
Panacea	PANCFXARS0	4
Pine Island	PNISFLXADS0	4
Ponce de Leon	PNLNFLXARS0	4
Punta Gorda	PNGRFLXADS1	4
Reynolds Hill	RYHLFLXARS0	4
Salt Springs	SSPRFLXARS0	4
San Antonio	SNANFLXARS0	4
Santa Rosa Beach	SNRSFLXARS0	4
Seagrove Beach	SGBHFLXARS0	4
Sebring	SBNGFLXADS1	4
Silver Springs - Ocala	SVSPFLXARS0	4
Sneads	SNDSFLXARS0	4
Sopchoppy	SPCPFLXARS0	4
Spring Lake	SLHLFLXARS0	4
St. Cloud	STCDFLXARS0	4
St. Marks	STMKFLXARS0	4
Starke	STRKFLXADS0	4
Tallahassee-Woodville	TLHSFLXGRS0	4
Trilacoochee	TLCHFLXARS0	4
Umatilla	UMTLFLXARS0	4
Wauchula	WCHLFLXADS0	4
Westwood	WSTVFLXARS0	4
Wildwood	WLWDFLXARS0	4
Williston	WLSTFLXARS0	4
Zolfo Springs	ZLSPFLXARS0	4