



ALLTEL COMMUNICATIONS
1 Allied Drive
Little Rock, AR 72022

Jimmy Dolan
Manager
Negotiations

501-905-7873
501-905-6299 fax
jimmy.dolan@alltel.com

January 28, 2005

Wanda G. Montano
US LEC Corp.
Morrocroft III
6801 Morrison Boulevard
Charlotte, NC 28211-3599

RE: Agreement of adoption of an approved interconnection agreement pursuant to 47 U.S.C. 252(i).

Dear Ms. Montano,

ALLTEL has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), US LEC of Pennsylvania Inc. ("US LEC") wishes to adopt the terms of the Interconnection Agreement between ALLTEL, Pennsylvania, Inc., ("ALLTEL") and Certainty Tech Telecom, LLC. ("Certainty Tech") that was approved by the Pennsylvania Public Service Commission as an effective Agreement in the Commonwealth of Pennsylvania (the "Terms"). This letter shall confirm that you have a copy of the Terms. Please note the following with respect to your adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

1. US LEC adopts the Terms of the Certainty Tech agreement for Interconnection with ALLTEL and in applying the Terms, agrees that US LEC shall be substituted in place of Certainty Tech in the Terms wherever appropriate.
2. US LEC requests that notice to US LEC as may be required under the Terms shall be provided as follows:

To: Wanda G. Montano
Terry Romine
US LEC Corp.
Morrocroft III
6801 Morrison Boulevard
Charlotte, NC 28211-3599

ALLTEL requests that notice to ALLTEL as may be required under the Terms shall be provided as follows:

To: ALLTEL
Wholesale Services
One Allied Drive
1269-B5F04-D
Little Rock, Arkansas 72202

3. **US LEC represents and warrants that it is licensed to provide telecommunications service in the Commonwealth of Pennsylvania, and that its adoption of the Terms will be applicable to services in the Commonwealth of Pennsylvania only.**
4. US LEC's adoption of the Certainty Tech Terms shall become effective upon approval of this Agreement by the Pennsylvania Public Service Commission and shall terminate simultaneous with the termination of the Certainty Tech Agreement.
5. As the Terms are being adopted by you pursuant to Section 252(i) of the Act, ALLTEL does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by ALLTEL of the Terms does not in any way constitute a waiver by ALLTEL of any position as to the Terms or a portion thereof, nor does it constitute a waiver by ALLTEL of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of US LEC's 252(i) election.
6. The Terms shall be subject to any and all applicable laws, rules, or regulations or changes therein that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. If within sixty (60) days of the effective date of such change, the Parties are unable to agree in writing upon mutually acceptable revisions to this agreement, either Party may pursue any remedies available to it at law, in equity or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

7. US LEC agrees that US LEC's adoption of the Certainty Tech Agreement shall supercede and replace in full any and all prior agreements, written, and oral, between US LEC and ALLTEL.
8. ALLTEL reserves the right to request, at its discretion, a security deposit equal to two months estimated billing.
9. ALLTEL agrees to make the same Terms available without unreasonable delay to US LEC as those provided in the Certainty Tech agreement. This obligation shall not apply:
 - (A) when the costs of providing the Terms to US LEC are greater than the costs of providing it to Certainty Tech; or
 - (B) if the provision of the Terms to US LEC is not technically feasible.
10. Should US LEC attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, ALLTEL reserves its rights to seek appropriate legal and/or equitable relief.
11. The Parties acknowledge that ALLTEL is entitled to assert that it is a less than 2% carrier (as defined in 47 U.S.C. 153 and as provided by 47 U.S.C. 251(f)). By entering into this Agreement, ALLTEL is not waiving its right to maintain at any point during the term of this Agreement that it is a less than 2% carrier entitling it to exemption or suspension or modification under 47 U.S.C. 251(f).

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

ALLTEL, Pennsylvania Inc.


(SIGNATURE)

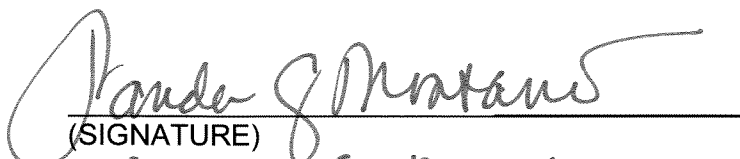
Michael D. Rhoda
(Print Name)

Vice President – Business Development
(Print Title)

2/10/05
(Date)

Reviewed and countersigned:

US LEC Corp. of Pennsylvania Inc. *Logan*


(SIGNATURE)

Wanda G. Montano
(Print Name)

Vice President, Regulatory + Industry Affairs
(Print Title)

February 3, 2005
(Date)