

**AMENDMENT TO THE LOCAL WHOLESALE COMPLETE
COMMERCIAL AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T FLORIDA, AT&T
GEORGIA AND AT&T NORTH CAROLINA; ILLINOIS BELL TELEPHONE
COMPANY D/B/A AT&T ILLINOIS; MICHIGAN BELL TELEPHONE COMPANY
D/B/A AT&T MICHIGAN; THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T
OHIO; SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS;
PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA; THE
SOUTHERN NEW ENGLAND TELEPHONE COMPANY D/B/A AT&T
CONNECTICUT
AND
PAETEC COMMUNICATIONS, INC.**

This Amendment (the "Amendment") amends the Local Wholesale Complete ("LWC") Commercial Agreement – LWC by and between AT&T-22STATE¹ and PaeTec Communications, Inc. ("PAETEC") effective as of August 15, 2009 (the "Agreement"). AT&T-22STATE and PAETEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, the Parties desire to extend the term of the Agreement and make certain other changes as set forth below.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Section 8.2.1.1 of the General Terms & Conditions to the LWC Agreement is hereby added as follows:

8.2.1.1 The Parties agree to delay the implementation of the new rate structure in the Local Wholesale Complete Extension Amendment effective January 1, 2012, until May 1, 2012, as a result of the merger of Windstream Corporation and PAETEC Holding Corp., for the express purposes of an orderly completion of activities as a result of that merger that occurred during the negotiation period of the 2014 LWC extension. The implementation of the new rate structure shall include retroactive true-up of the rates in the Local Wholesale Complete Extension Amendment back to January 1, 2012 including proration of such rates on any LWC lines that were added, changed, or disconnected during this period between January 1, 2012 and April 30, 2012.

2. Sections 8.2.3 and 8.2.3.1 of the General Terms & Conditions to the Agreement are hereby added as follows:

8.2.3 The Parties shall enter into a successor agreement ("Successor Agreement"), prior to April 30, 2012, which shall require retroactive true-up of the Successor Agreement rates

¹ AT&T-22STATE is defined as set forth in the Agreement.

back to January 1, 2012 including proration of such rates on any LWC lines that were added, changed, or disconnected during this extension period.

- 8.2.3.1 If such Successor Agreement has not been executed as of April 30, 2012, AT&T-22STATE shall convert this Agreement as of April 30, 2012 to AT&T-22STATE's then current standard LWC Commercial Agreement and provide all services pursuant to the rates, terms and conditions of such standard LWC Commercial Agreement which shall include retroactive true-up of the standard LWC Commercial Agreement rates back to January 1, 2012 including proration of such rates on any LWC lines that were added, changed, or disconnected during this between January 1, 2012 and April 30, 2012.
3. LDMI Telecommunications, Inc. d/b/a Cavalier Business Communications, d/b/a Cavalier Telephone, d/b/a Cavalier Telephone and TV, d/b/a PAETEC Business Services in the state of Michigan; LDMI Telecommunications, Inc. d/b/a Cavalier Telephone d/b/a PAETEC Business Services d/b/a Cavalier Telephone and TV in the state of Ohio and LDMI Telecommunications, Inc. in the state of Wisconsin, (collectively referred to as "LDMI") are added as Parties to the Agreement.
 4. For LDMI, the Agreement will be applicable in the states of Michigan, Ohio and Wisconsin.
 5. McLeodUSA Telecommunications Services LLC in the states of Arkansas, Kansas, Texas and Wisconsin; McLeodUSA Telecommunications Services, L.L.C. d/b/a PAETEC Business Services in the state of Illinois; McLeodUSA Telecommunications Services, L.L.C. in the states of Indiana and Michigan; McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services in the states of Missouri and Ohio; and McLeodUSA Telecommunications Services d/b/a PAETEC Business Services in the state of Oklahoma, (collectively referred to as "McLeodUSA") are added as Parties to the Agreement.
 6. For McLeodUSA, the Agreement will be applicable in the states of Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
 7. NETWORK TELEPHONE CORPORATION in the state of Alabama; Network Telephone Corporation d/b/a Cavalier Telephone d/b/a PAETEC Business Services in the state of Florida; Network Telephone Corporation d/b/a Cavalier Business Communications in the state of Georgia; Network Telephone Corporation d/b/a PAETEC Business Solutions in the states of Kentucky, Louisiana and Tennessee; and Network Telephone Corporation in the states of Mississippi and North Carolina; and Network Telephone Corporation d/b/a PAETEC Business Services in the state of South Carolina (collectively referred to as "Network Tel") are added as Parties to the Agreement.
 8. For Network Tel, the Agreement will be applicable in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
 9. PAETEC Communications, Inc. in the states of California and Michigan and PaeTec Communications, Inc. in the states of Connecticut, Florida, Georgia, Illinois, North Carolina, Ohio and Texas, (collectively referred to as "PaeTec") are added as Parties to the Agreement.
 10. For PaeTec, the Agreement will be applicable in the states of California, Connecticut, Florida, Georgia, Illinois, Michigan, North Carolina, Ohio and Texas.

11. Talk America, Inc, in the states of Alabama, Mississippi and Tennessee; Talk America, Inc, d/b/a Cavalier Telephone d/b/a PAETEC Business Services in the states of Florida and South Carolina; Talk America, Inc, d/b/a Cavalier Telephone in the states of Georgia and Louisiana; Talk America, Inc, d/b/a Cavalier Telephone d/b/a PAETEC Services in the state of Kentucky; Talk America, Inc, d/b/a Cavalier Telephone and TV d/b/a PAETEC Business Services in the state of North Carolina and Talk America, Inc, d/b/a Cavalier Telephone d/b/a PAETEC Business Services in the state of South Carolina, (collectively referred to as "Talk") are added as Parties to the Agreement.
12. For Talk, the Agreement will be applicable in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
13. The Other Phone Company, Inc. in the states of Alabama and Mississippi; The Other Phone Company, Inc. d/b/a Cavalier Telephone d/b/a PAETEC Business Services in the state of Florida; The Other Phone Company, Inc. d/b/a Access One Communications in the state of Kentucky; The Other Phone Company, Inc. d/b/a PAETEC Business Solutions in the state of Louisiana; The Other Phone Company, Inc. d/b/a PAETEC Business Services in the states of North Carolina and Tennessee; and The Other Phone Company, Inc. d/b/a Access One Communications in the state of South Carolina, (collectively referred to as "The Other Phone Company") are added as Parties to the Agreement.
14. For The Other Phone Company, the Agreement will be applicable in the states of Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
15. US LEC OF ALABAMA, LLC in the state of Alabama, US LEC of Georgia Inc. d/b/a PAETEC Business Services in the state of Georgia and US LEC of South Carolina, Inc. in the state of South Carolina, (collectively referred to as "US LEC") are added as Parties to the Agreement.
16. For US LEC, the Agreement will be applicable in the states of Alabama, Georgia and South Carolina.
17. Upon execution of this Amendment, the LWC Agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the states) and McLeodUSA Telecommunications Services, Inc. will be terminated.
18. Upon execution of this Amendment, the LWC Agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T

Oklahoma, AT&T Texas and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the states) and Talk America, Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications and d/b/a Cavalier Telephone and TV, LDMI Telecommunications, Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications and d/b/a Cavalier Telephone and TV, Network Telephone Corporation d/b/a Cavalier Telephone and d/b/a Cavalier Business Communications, The Other Phone Company, Inc. d/b/a Access One Communications d/b/a Cavalier Telephone and d/b/a Cavalier Business Communications, (collectively referred to as "Talk America") will be terminated.

19. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
20. This Amendment shall become effective on January 1, 2012.
21. AT&T will file a copy of this fully executed amendment with the FCC under 47 U.S.C § 211.

Paetec Communications, Inc.; LDMI Telecommunications, Inc.; LDMI Telecommunications, Inc. d/b/a Cavalier Telephone d/b/a PAETEC Business Services d/b/a Cavalier Telephone and TV; LDMI Telecommunications, Inc. d/b/a Cavalier Business Communications, d/b/a Cavalier Telephone, d/b/a Cavalier Telephone and TV, d/b/a PAETEC Business Services; McLeodUSA Telecommunications Services LLC; McLeodUSA Telecommunications Services, L.L.C. d/b/a PAETEC Business Services; McLeodUSA Telecommunications Services, L.L.C.; McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services; McLeodUSA Telecommunications Services d/b/a PAETEC Business Services; Network Telephone Corporation; Network Telephone Corporation d/b/a Cavalier Telephone d/b/a PAETEC Business Services; Network Telephone Corporation d/b/a Cavalier Business Communications; Network Telephone Corporation d/b/a PAETEC Business Solutions; Network Telephone Corporation d/b/a PAETEC Business Services; Talk America, Inc.,; Talk America, Inc, d/b/a Cavalier Telephone d/b/a PAETEC Business Services; Talk America, Inc, d/b/a Cavalier Telephone; Talk America, Inc, d/b/a Cavalier Telephone d/b/a PAETEC Services; Talk America, Inc, d/b/a Cavalier Telephone and TV d/b/a PAETEC Business Services; Talk America, Inc, d/b/a Cavalier Telephone d/b/a PAETEC Business Services; The Other Phone Company, Inc.; The Other Phone Company, Inc. d/b/a Cavalier Telephone d/b/a PAETEC Business Services; The Other Phone Company, Inc. d/b/a Access One Communications; The Other Phone Company, Inc. d/b/a PAETEC Business Solutions; The Other Phone Company, Inc. d/b/a PAETEC Business Services; US LEC OF ALABAMA, LLC; US LEC of Georgia Inc. d/b/a PAETEC Business Services and US LEC of South Carolina, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee; Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Services, Inc., its authorized agent

By: Cesar Caballero

By: Patrick Doherty

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Title: VP- Regulatory Strategy
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 12/22/11

Date: 12-30-11

PaeTec Communications Inc			
State	ULEC/CLEC ACNA	ULEC OCN	CLEC OCN
California	PUA	793B	4733
Connecticut	PUA	794B	3083
Florida	PUA	818A	4151
Georgia	PUA	417G	1552
Illinois	PUA	797B	4717
Michigan	PUA		0224
North Carolina	PUA	416G	415G
Ohio	PUA		0227
Texas	PUA		0223
US LEC Communications Inc.			
State	ULEC/CLEC ACNA	ULEC OCN	CLEC OCN
Florida	UHC	2004	8692 , 8863
Georgia	UHC	3747	3747 , 8355
Indiana	UHC		615C
North Carolina	UHC	3451	7674 , 3451
Texas	UHC		142E
LDMI Telecommunications			
State	ULEC/CLEC ACNA	ULEC OCN	CLEC OCN
Illinois	LMI	481B	481B
Indiana	LMI	196B	196B
Michigan	LMI	0975	0975
Ohio	LMI	0977	0977
McLeodUSA Telecommunication Services, Inc. (OCB)			
State	ULEC/CLEC ACNA	ULEC OCN	CLEC OCN
Illinois	OCB	7765	7765
McLeodUSA Telecommunication Services, Inc. (PHG)			
State	ULEC/CLEC ACNA	ULEC OCN	CLEC OCN
Michigan	PHG		7701

McLeodUSA Telecommunication Services, Inc. (SGY)			
State	ULEC/CLEC ACNA	ULEC OCN	CLEC OCN
Texas	SGY	7982	7982
McLeodUSA Telecommunications Services, Inc.			
State	ULEC/CLEC ACNA	ULEC OCN	CLEC OCN
Illinois	IOR	7393	7393
Indiana	IOR	6158	6158
Michigan	IOR	0265	
Ohio	IOR	8283	8283
Texas	IOR	7409	7409
Network Telephone Corporation			
State	ULEC/CLEC ACNA	ULEC OCN	CLEC OCN
Florida	NKH	8773	8773
Georgia	NKH , LWK	8773	2911 , 8773
North Carolina	NKH , LWK	8773	3833
Talk America Inc			
State	ULEC/CLEC ACNA	ULEC OCN	CLEC OCN
California	TVN	5243	
Georgia	TVN		4893 , 0086
Illinois	TVN	784A	0067
Indiana	TVN	1233	1233
Michigan	TVN	1200	1200
Ohio	TVN	5423	5423
Texas	TVN	1600	1600
Talk America Inc. (PYP)			
State	ULEC/CLEC ACNA	ULEC OCN	CLEC OCN
Florida	PYP	4892	7452
Georgia	PYP	4892	4892
North Carolina	PYP	4892	