

REVISED
**AMENDMENT NO. 1 TO
INTERCONNECTION AND RESALE AGREEMENT
BETWEEN
SPRINT MISSOURI, INC. AND ICG TELECOM GROUP, INC.**

This Amendment No. 1 is made this 18th day of July, 2003, by and between Sprint Missouri, Inc. ("Sprint") and ICG Telecom Group, Inc. ("ICG"). (Sprint and ICG may be referred to individually as a "Party" and collectively as the "Parties").

BACKGROUND:

The Parties entered into an Interconnection and Resale Agreement ("Agreement") on May 1, 2002 for the state of Missouri.

The Parties wish to amend the Agreement to clarify the type of traffic that may considered Transit Traffic.

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

I. Definitions

1. The Definition of "Transit Service" in section 1.83 is amended to read: "Transit Service" means the delivery of Local Traffic by Sprint or CLEC, that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
2. The Definition of "Transit Traffic" in section 1.84 is amended to read: "Transit Traffic" means Local Traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
3. Except as otherwise indicated defined terms in this Amendment have the same meaning as in the Agreement.

II. Transit Traffic

1. Section 66.1 is hereby amended to read: Transit Traffic means the delivery of Local Traffic by CLEC or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks. This section shall not apply to non-Local Traffic. Sprint will provide transport and any necessary switching for non-Local Traffic in accordance with Sprint's access tariffs. Sprint will provide transport and any necessary switching for MCA (Metropolitan Calling Area) traffic in accordance with Commission rules and orders.

2. Section 66.2.1 is hereby amended to read: Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of transit traffic to that third party.
3. Section 66.2.2 is hereby amended to read: Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination or any transit traffic from the originating Party except as provided for in section 66.3.1.2. Both Parties reserve the right not to pay such charges on behalf of the originating Party.
4. Section 66.3.1.2 is hereby amended to read: If the terminating Party requests, and the transiting Party does not provide, the terminating Party with the originating record in order for the terminating Party to bill the originating Party, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating Party to the extent that the transiting party is capable of providing the record.

III. Miscellaneous Terms and Conditions

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.
2. Except as otherwise indicated, defined terms in this Amendment No. 1 have the same meaning as in the Agreement.
3. This Amendment No. 1 executed by authorized representatives of Sprint and ICG is made a part of and incorporates the terms and conditions of the Agreement.

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

"Sprint"

By:

Name
(typed):

William E. Cheek

Title:

President - Wholesale Markets

Date:

7/17/03

"ICG"

By:

Name:

CHERYL HILL

Title:

Sr. Director - Counsel Industry Affairs

Date:

7/18/03