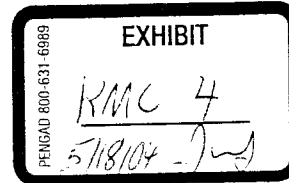


EXHIBIT I

Katzap, Arik

From: O'Connor, Karen J. - CHI [karen.o'connor@piperrudnick.com]
Sent: Monday, February 11, 2002 7:30 PM
To: Falvey, Anne; Vitenson, Mikhael
Cc: 'jeff.feinberg@algx.com'; 'john.nishimoto@algx.com'; 'mark.tresnowski@algx.com'; 'randall.hand@algx.com'
Subject: Allegiance Signature Pages
Importance: High



efc1331.tif

Anne/Mikhael: Attached are the signature pages from the PRI Services Agreement and the interconnection agreement, each of which has been signed by Allegiance. The effectiveness of Allegiance's signature on these agreements is contingent upon our receipt of the corresponding KMC signature pages.

Thanks, and please call me if you have any questions. Karen

Karen J. O'Connor
Piper Marbury Rudnick & Wolfe
203 N. LaSalle Street, Suite 1800
Chicago, Illinois 60601
Tel: 312.368.3434
Fax: 312.630.7406
Email: karen.oconnor@piperrudnick.com

> -----Original Message-----

> From: Fax monitor
> Sent: Monday, February 11, 2002 5:59 PM
> To: O'Connor, Karen J. - CHI
> Subject: Fax Receipt (FROM: 978 657 0331)

> *****
> INBOUND FAX NOTIFICATION
> *****

> You have received an inbound fax.

> Date: 2/11/02
> Time: 17:58:00

> Routed by: 978 657 0331
> Pages rcvd: 3

> *****

> Please do not reply to this message. This message was
> automatically generated from a LegalFax system that does
> not process e-mail reply messages. Any e-mail reply sent
> to this address will be automatically deleted.

> ***** <<efc1331.tif>>

The information contained in this communication may be confidential, is intended only for the use of the recipient named above, and may be legally privileged. If the reader of this message is not the intended recipient,

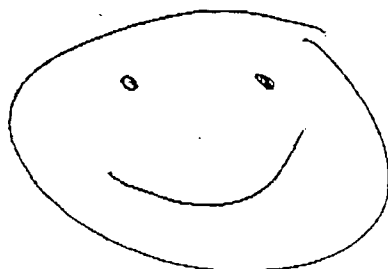
you are hereby notified that any dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please re-send this communication to the sender and delete the original message and any copy of it from your computer system.

Thank you.

For more information about Piper Marbury Rudnick & Wolfe, please visit us at <http://www.piperrudnick.com>

Karen O'Conner

Thanks for all the help



Call my cell phone to confirm
you got this

22.4 If the Senior Executive Officers are unable to resolve any such Dispute within such thirty (30)-day period, then the Parties may seek any and all remedies available at law or equity.

22.5 During the course of such negotiations, all reasonable requests made by one Party to the other for non-privileged information reasonably related to this Agreement, will be honored in order that each Party may be fully advised of the other Party's position. If the Parties reach an impasse in negotiations during any of the steps described in Sections 22.2, 22.3 and/or 22.4, the Parties shall not be required to wait for the applicable thirty (30)-day period to expire before proceeding to the next phase of the dispute resolution procedures.

22.6 During attempted resolution of any Dispute in accordance with Sections 22.1, 22.2 and 22.3, both Parties shall continue to perform their respective obligations under this Agreement.

22.7 No offers of settlement or other admissions made by a Party in an effort to resolve the Dispute shall in any way be admissible in any judicial proceeding.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

KMC Telecom XI, LLC

Allegiance Telecom Company Worldwide

By: _____

By: Jeffrey Feinberg

Name: _____

Name: Jeffrey Feinberg

Title: _____

Title: Vice President & General Manager (6)

any action, suit or proceeding which may be brought for the enforcement of such liens and KMC shall pay any damage and discharge any judgment entered thereon.

(b) **KMC Property.** Allegiance shall not, nor shall Allegiance allow any person or entity to, file or otherwise obtain any lien, security interest, claim, attachment, levy or other similar encumbrance or right of others against any of the Equipment. Allegiance shall indemnify and hold the KMC harmless from and against any damages, costs or expenses (including attorneys' fees) associated with or resulting from any such lien or other right being filed or otherwise obtained against any of the Equipment.

16. General Provisions: This Agreement (including Exhibits A, B and C attached hereto) is the complete agreement of the Parties and supersedes any prior or contemporaneous agreements or representations, whether oral or written, with respect to the subject matter hereof. If any paragraph or clause of this Agreement shall be held to be invalid or unenforceable by any body or entity of competent jurisdiction, then the remainder of the Agreement shall remain in full force and effect. No amendment to this Agreement will be valid unless each such amendment is accepted in writing by an authorized representative of both Parties. No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the Party making the waiver. No waiver shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, and no waiver shall be deemed, or shall constitute, a continuing waiver.

17. Conflicts: In the event of a conflict between the provisions of this Agreement and the provision of the Service Agreement, the terms and conditions of the Service Agreement shall control.

18. Incorporation by Reference: The following sections of the Service Agreement are hereby incorporated herein by reference and shall be deemed a part of this Agreement: Section 16 (Liability Limitations) Section 21.6 (Governing Law), Section 21.7 (Assignment), Section 21.8 (Notices), Section 22 (Dispute Resolution)

In Witness Whereof, the Parties have signed this Agreement and the individuals signing below represent that they have the full legal authority to enter into this Agreement for and on behalf of the respective Parties.

KMC TELECOM XI, LLC:

By: _____
Name: _____
Its: _____

ALLEGIANCE TELECOM COMPANY WORLDWIDE:

By: Jeffrey Feinberg
Name: Jeffrey Feinberg
Its: Vice President & General manager LGX