AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND MPOWER COMMUNICATIONS CORP.
DATED JUNE 21, 2000

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Mpower Communications Corp. ("Mpower") hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Agreement between the Parties dated June 21, 2000 ("the Agreement"), as amended by the amendment dated September 6, 2000 (the "Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and Mpower hereby covenant and agree as follows:

Attachment 2 of the Agreement is hereby amended by replacing Paragraph 2.1.5, Paragraph 2.1.6, Paragraph 2.1.10 and Paragraph 2.1.11 with Paragraph 2.1.5, Paragraph 2.1.6, Paragraph 2.1.10 and Paragraph 2.1.11 attached hereto as Exhibit A and by reference made a part of this Amendment.

Attachment 2, Exhibit C of the Agreement is hereby amended for 2-Wire Analog VG Loop-SL1, 2-Wire Analog VG Loop-SL2 w/loop or ground start signaling, and 2-Wire Analog VG Loop-SL2 w/reverse battery signaling with rates attached hereto as Exhibit B, and by reference made a part of this Amendment.

All other provisions of the Agreement, dated June 21, 2000, and subsequent Amendments shall remain in full force and effect.

The Parties agree that either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Signed:

Original Signed	Original Signed
BellSouth Telecommunications, Inc.	**Mpower Communications Corp.**
By: C. W. Boltz	By: James D. Mitchell III
Title: Managing Director	Title: Eastern Region President
Date: 1-29-01	Date: 1-23-01

Attachment 2

New Sections 2.1.5, 2.1.6, 2,1,10, & 2.1.11

2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving the reuse of facilities where Mpower is requesting that their loop order be provisioned over an existing circuit that is currently providing service to the end user. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and Mpower will be advised. OC will be provided as a standard item on SL2 voice grade loops and all Unbundled Digital Loops (UDLs). OC will be provided as a chargeable option on SL1 voice grade loops, and all Unbundled Copper Loops.

2.1.6 "Order Coordination – Time Specific" refers to service order coordination in which Mpower requests a specific time for a service order conversion to take place. BellSouth will make every effort to accommodate Mpower's specific conversion time request. However, BellSouth reserves the right to negotiate with Mpower a conversion time based on load and appointment control when necessary. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. Mpower may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Mpower specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

If Mpower requests work to be done for any UNE loop that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1	Chargeable option	Chargeable Option*	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside & outside Central Office

SL-2	Included	Chargeable Option*	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option* (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop	Chargeable Option	Not available	Included	Included	Charged for Dispatch outside Central Office

*Order Coordination-Time Specific charge for orders due on same day at same location will be applied on a per LSR basis. For UVL-SL1, Mpower must order OC when requesting OC-TS.

2.1.10 SL1 loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SLI loops when reuse of existing facilities has been requested by Mpower. Mpower may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers.

2.1.11 SL2 loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a design layout record provided to Mpower. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow Mpower to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-Wire Analog VG Loop-SL1										
NRC - Incremental Charge - Order Coordination for SL1 loops (per loop)	UEAMC	$51.29	16.31*	$36.46	16.31*	$34.90	$50.29	$61.38	$62.10	36.46 *
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	23.24 *	$34.22	36.18 *	$32.77	$45.27	$45.34	$45.43	34.22 *
NRC - Engineering Information (EI) - interim rates until cost study is prepared based on inputs that reflect the work required to extract the Engineering Information.	UEANM	$25.00	$40.00	$20.00	$40.00	$20.00	$25.00	$20.00	$25.00	$40.00
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling										
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR) (subject to change pending state ordered rates)	OCOSL	$45.99	$23.24	$34.22	36.18 *	$32.77	$45.27	$45.34	$45.43	34.22 *
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling										
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOCL	$45.99	$23.24	$34.22	36.18 *	$32.77	$45.27	$45.34	$45.43	34.22*
* Subject to change pending cost study filings and/or state ordered rates										