

**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And CTC Exchange Services, Inc. Dated July 18, 2000**

Pursuant to this Agreement, (the "Amendment"), CTC Exchange Services, Inc. ("CTES"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 18, 2000 ("Agreement").

WHEREAS, BellSouth and CTES entered into an Interconnection Agreement on July 18, 2000, and;

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, the Parties hereby covenant and agree as follows:

1. Attachment 1 – Resale is hereby amended to delete the following language:

The rates, terms and conditions contained in this Attachment were negotiated as a whole and each rate, term and condition within this Attachment is interdependent upon the other rates, terms and conditions.

2. The second paragraph of Section 3.1 of Attachment 1 is hereby deleted in its entirety and replaced with the following language:

All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

3. Attachment 5 – Access to Numbers and Number Portability is hereby amended to delete the following language:

The rates, terms and conditions contained in this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

4. Section 1 of Attachment 5 – Access to Numbers and Number Portability is hereby deleted in its entirety and replaced with the following language:

1. Non-Discriminatory Access to Telephone Numbers

All negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

During the term of this Agreement, CTES shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, CTES will be required to complete the

Amendment: Interdependence language removal
CTC Exchange Services, Inc.

Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

5. Attachment 6 – Ordering and Provisioning is hereby amended to delete the following language:

The rates, terms and conditions contained in this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

6. Section 1 of Attachment 6 – Ordering and Provisioning is hereby amended to include the following language as a new paragraph:

All negotiated rates, terms and conditions set forth in this Attachment pertain to ordering and provisioning.

7. Attachment 8 – Rights-of-Way, Conduits, and Pole Attachments is hereby amended to delete the following language:

The rates, terms and conditions contained in this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

8. Attachment 9 – Performance Measurements is hereby amended to delete the following language:

The rates, terms and conditions contained in this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

9. All of the other provisions of the Agreement, dated July 18, 2000, shall remain in full force and effect.

10. 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.

CTC Exchange Services, Inc.

BellSouth Telecommunications, Inc.

ON FILE
Signature

ON FILE
Signature

Barry R. Rubens
Printed Name

Jerry D. Hendrix
Printed Name

SVP
Title

Sr. Director
Title

8/24/00
Date

8/29/00
Date