

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
ALEC, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED APRIL 24, 2000**

Pursuant to this Agreement, (the "Amendment"), ALEC, Inc. ("ALEC"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 24, 2000 ("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, the Parties hereby covenant and agree as follows:

1. Attachment 3 of the Agreement is hereby amended to include the following terms and conditions for Fiber Meet Interconnection.

3.2 Fiber Meet

3.2.1 If ALEC elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, ALEC and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level and shall be ordered via an Access Services Request ("ASR") in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. However, ALEC's SONET transmission must be compatible with BellSouth's equipment in the serving wire center. The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.

3.2.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

3.2.3 ALEC shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the ALEC Interconnection Wire Center ("ALEC Wire Center").

3.2.4 BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable ALEC to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A

Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to ALEC, Point of Interface to BellSouth).

3.2.5 ALEC shall deliver and maintain such strands wholly at its own expense. Upon verbal request by ALEC, BellSouth shall allow ALEC access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

3.2.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

3.2.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

3.2.8 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

2. All of the other provisions of the Agreement, dated April 24, 2000, shall remain in full force and effect.

3. 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.

ALEC, INC.

BellSouth Telecommunications, Inc.

By: ___ Original on File _____

By: ___ Original on File _____

Name: Richard McDaniel

Name: Chris Boltz

Title: Director of Carrier Relations

Title: Managing Director

Date: 1/18/2001

Date: 1/25/2001