

**AMENDMENT
TO THE
AGREEMENT BETWEEN
ICG TELECOM GROUP, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED MARCH 9, 2003**

Pursuant to this Amendment, (the "Amendment"), ICG Telecom Group, Inc., ("ICG"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 9, 2003, (the "Agreement").

WHEREAS, BellSouth and ICG entered into the Agreement on March 9, 2003,
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. ICG and BellSouth agree to amend Attachment 3, Network Interconnection with the following additional language.
 - 5.2.1 At ICG's request, and where technically and economically feasible for new and existing trunks, BellSouth will engineer interconnection trunks between BellSouth and ICG to 6dB of digital pad configuration. For a request by ICG to convert any existing interconnection trunks to a 6dB of digital pad configuration, ICG will submit an NBR per Attachment 11, and will be responsible for any additional costs that BellSouth might incur to convert existing interconnection trunks between BellSouth and ICG to 6dB of digital pad configuration. ICG will waive any claims, damages, actions or causes of action that may result or result from the use of a 6dB of digital pad configuration for interconnection trunks between BellSouth and ICG. Further, ICG shall indemnify BellSouth in regards to all claims, damages, action or causes of action brought by any third party that may result or result from the use of a 6dB of digital pad configuration for interconnection trunks between BellSouth and ICG.
2. This Amendment shall be effective on the date of the last signature executing this Amendment.
3. All of the other provisions of the Agreement, dated March 9, 2003, shall remain in full force and effect.
4. 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.

Signature Page

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

ICG Telecom Group, Inc.

By: 

Name: Michael D. Kallet

Title: E.V.P. Operations/ CTO

Date: 10-20-03

BellSouth Telecommunications, Inc.

By: 

Name: Patrick C. Finlen

Title: Assistant Director

Date: 10/24/03