

**Cross Connection Agreement Between
Teleport Communications Group, Inc. and
BellSouth Telecommunications, Inc.**

This Agreement (the "Agreement") is entered into effective the August 24, 2000 by and between Teleport Communications Group, Inc. ("TCG"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties."

WITNESSETH

WHEREAS, TCG desires to obtain cross connections to a Virtual Collocation arrangement in a BellSouth Central Office in the state of Georgia (the "Cross Connections").

WHEREAS, BellSouth is agreeable to provide Cross Connections subject to the terms and conditions set forth in this 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, TCG and BellSouth hereby covenant and agree as follows:

1. This Agreement for Cross Connections shall become binding upon execution by the Parties and continue for a period of one (1) year; provided, however, that if the parties enter into a subsequent Interconnection Agreement, such subsequent Interconnection Agreement shall supercede this Agreement, and this Agreement shall be deemed terminated upon the effective date of such subsequent Agreement.
2. BellSouth will, upon request, provide and TCG will compensate BellSouth for the Cross Connections in accordance with the terms and conditions set forth herein and the schedule of prices set forth in Attachment A to this Agreement which is incorporated herein by reference, in the state of Georgia.
3. The parties agree to incorporate by reference all of the provisions of the General Terms and Conditions, of the Statement of Generally Available Terms and Conditions, adopted by TCG and BellSouth as their Agreement on June 16, 2000("Agreement").

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

Teleport Communications Group, Inc.

BellSouth Telecommunications, Inc,

Signature on File

Signature on File

Authorized Signature
Bill Peacock

Authorized Signature

Print or Type Name
Director-Local Services and Access Management

Jerry Hendrix

Print or Type Name

Title
08/24/00

Senior Director

Title
08/24/00

Date

Date

Cross-Connect
Schedule of Rates and Charges for Georgia

Element	Unit	Recurring Rate	Non-Recurring Rate
Cross-Connects	Per Cross Connect		First / Additional
Virtual 2-wire DS-0s*		\$0.30	\$12.60/\$12.60
Virtual 4-wire DS-0s*		\$0.50	\$12.600/\$12.60

**AMENDMENT
TO THE
CROSS CONNECTION AGREEMENT BETWEEN
TELEPORT COMMUNICATIONS GROUP, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED AUGUST 24, 2000**

Pursuant to this Agreement, (the "Amendment"), Teleport Communications Group, Inc., ("TCG"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 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. The Parties Agree to amend the first Whereas clause as follows:

WHEREAS, TCG desires to obtain cross connections to a Virtual Collocation arrangement in a BellSouth Central Office in the states of Alabama, Georgia, Florida, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee (the "Cross Connections").

2. The Parties further agree to delete the Attachment A in its entirety, and replace it with a new Attachment A, which is incorporated herein by reference, as Exhibit 1.
3. All of the other provisions of the Agreement, dated August 24, 2000, 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.

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

Teleport Communications Group, Inc.

BellSouth Telecommunications, Inc.

By: Signature on File

By: Signature on File

Name: Bill C. Peacock

Name: Jerry Hendrix

Title: Director-Local Services & Access
Management

Title: Senior Director

Date: 10-06-2000

Date: 10/06/00

EXHIBIT 1

Attachment A

<u>Element</u>	<u>USOC</u>	<u>AL</u>	<u>FL</u>	<u>GA</u>	<u>KY</u>	<u>LA</u>	<u>MS</u>	<u>NC</u>	<u>SC</u>	<u>TN</u>
<u>2-wire Cross-Connect</u>										
<u>RC</u>	UEAC2	\$0.28	\$0.524	\$0.30	\$0.31	\$0.26	\$0.3996	\$0.09	\$0.3648	\$0.30
NRC - 1st	UEAC2	\$30.76	\$11.57	\$12.60	\$54.21	\$23.04	\$30.93	\$41.78	\$41.50	\$19.20
NRC - Add'l	UEAC2	\$29.40	\$11.57	\$12.60	\$51.07	\$22.11	\$29.59	\$39.23	\$38.94	\$19.20
NRC - 1st - Manual Service Order		NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
NRC - Add'l - Manual Service Order		NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
NRC - Disconnect - 1st	UEAC2	\$12.75	NA	NA	NA	\$9.48	\$12.76	NA	NA	NA
NRC - Disconnect - Add'l	UEAC2	\$11.38	NA	NA	NA	\$8.54	\$11.43	NA	NA	NA
<u>4-wire Cross-Connect</u>										
<u>RC</u>	UEAC4	\$0.56	\$0.524	\$0.50	\$0.62	\$0.52	\$0.7992	\$0.18	\$0.7297	\$0.50
NRC - 1st	UEAC4	\$66.71	\$11.57	\$12.60	\$54.23	\$23.23	\$31.17	\$41.91	\$41.56	\$19.20
NRC - Add'l	UEAC4	\$50.43	\$11.57	\$12.60	\$50.96	\$22.24	\$29.77	\$39.25	\$38.90	\$19.20
NRC - 1st - Manual Service Order		NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
NRC - Add'l - Manual Service Order		NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
NRC - Disconnect - 1st	UEAC4	\$12.82	NA	NA	NA	\$9.53	\$12.83	NA	NA	NA
NRC - Disconnect - Add'l	UEAC4	\$11.39	NA	NA	NA	\$8.55	\$11.43	NA	NA	NA