

By and Between
BellSouth Telecommunications, Inc.
And
Grande Communications Networks, Inc.

Adoption

This Amendment, which shall become effective as of the December 11, 2000, is entered into by and between Grande Communications Networks, Inc. ("Grande Communications") a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, Grande Communications has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and TriVergent Communications, Inc. ("TriVergent") dated June 30, 2000 for the states Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Grande Communications and BellSouth hereby agree as follows:

1. Grande Communications and BellSouth shall adopt in its entirety the TriVergent Interconnection Agreement dated June 30, 2000 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The TriVergent Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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2. In the event that Grande Communications consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Grande Communications under this Agreement.

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 3, Part A of the General Terms and Conditions of the TriVergent Interconnection Agreement for the states Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. For the purposes of determining the expiration date of this Agreement pursuant to section 3 of the TriVergent Agreement for the states Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee the effective date shall be June 30, 2000.

4. Grande Communications shall accept and incorporate any amendments to the TriVergent Interconnection Agreement for the states Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

12/06/2000

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Grande Communications Telecommunications, Inc.
Jonathan Lieberman
4770 Biscayne Blvd.
Suite 880
Miami, FL 33137

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

Grande Communications
Networks, Inc.

Signature on File
Signature

Signature on File
Signature

Jerry Hendrix
Name

Jerry James
Name

12/11/2000
Date

12/05/2000
Date

12/06/2000