

By and Between

BellSouth Telecommunications, Inc.

And

<<customer_name>>

AGREEMENT

This Agreement, which shall be deemed effective as of the date of the last signature of both Parties, is entered into by and between Focal Communications Corporation, ("Focal Communications") a 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, Focal Communications has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and TriVergent Communications, Inc. dated June 30, 2000 for the states of 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, Focal Communications and BellSouth hereby agree as follows:

1. Focal Communications and BellSouth shall adopt in its entirety the TriVergent Communications, Inc. 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 Communications, Inc. 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:

ITEM	NO. PAGES
Adoption Papers	3
Exhibit 1 - Title Page	1
General Terms and Conditions	29
Attachment 1	33
Attachment 2	147

Attachment 3	33
Attachment 4	70
Attachment 5	13
Attachment 6	10
Attachment 7	20
Attachment 8	2
Attachment 9	108
Attachment 10	10
Attachment 11	11
Attachment 12	3
TOTAL	493

2. In the event that Focal 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 Focal 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 2, General terms and Conditions of the TriVergent Communications, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2, General Terms and Conditions of the TriVergent Communications, Inc. Interconnection Agreement, the effective date shall be June 30, 2000.

4. Focal Communications shall accept and incorporate any amendments to the TriVergent Communications, Inc. Interconnection Agreement 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
and

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

Focal Communications Corporation
Dave Tatak
Director, Regulatory Affairs
200 N. LaSalle Street, Suite 1100
Chicago, Illinois 60601

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.

on file

Signature

Patrick C. Finlen

Name

02/22/2001

Date

Focal Communications Corporation

on file

Signature

Robert C. Taylor

Name

02/20/2001

Date