

EXHIBIT A: BELLSOUTH/ICONNECT RATES
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

ALABAMA

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------------|---------------------------------|-------------------|----------------------------|---------------------------------|
| PE1F2 | Cross Connects | Per cross connect | | First/Add'l |
| | 2-fiber | | \$12.10 | \$55.46/\$39.18 |
| PE1F4 | 4-fiber | | \$21.75 | \$66.71/\$50.43 |
| | | | | Disconnect Charges |
| | | | | First/Add'l |
| | 2-fiber | | | \$16.83/\$13.27 |
| | 4-fiber | | | \$21.86/\$18.31 |

FLORIDA

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------------|---------------------------------|-------------------|----------------------------|---------------------------------|
| PE1F2 | Cross Connects | Per cross connect | | |
| | Optical Cross Connects | | \$6.46 | \$2,431.00 |

GEORGIA

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------------|---------------------------------|-------------------|----------------------------|---------------------------------|
| PE1F2 | Cross Connects | Per cross connect | | |
| | 2-fiber | | \$15.64 | \$41.56/\$29.82 |
| PE1F4 | 4-fiber | | \$28.11 | \$50.53/\$38.78 |

KENTUCKY

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------------|---------------------------------|-------------------|----------------------------|---------------------------------|
| PE1F2 | Cross Connects | Per cross connect | | First/Add'l |
| | 2-fiber | | \$15.64 | \$41.56/\$29.82 |
| PE1F4 | 4-fiber | | \$28.11 | \$50.53/\$38.78 |

LOUISIANA

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--------------------------|-------------------|---------------------|--------------------------|
| PE1F2 | Cross Connects | Per cross connect | | First/Add'l |
| | 2-fiber | | \$19.13 | \$41.07/\$29.63 |
| PE1F4 | 4-fiber | | \$34.38 | \$49.81/\$38.37 |
| | | | | Disconnect Charges |
| | | | | First/Add'l |
| | 2-fiber | | | \$12.84/\$10.29 |
| | 4-fiber | | | \$16.75/\$14.20 |

MISSISSIPPI

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--------------------------|-------------------|---------------------|--------------------------|
| PE1F2 | Cross Connects | Per cross connect | | First/Add'l |
| | 2-fiber | | \$15.64 | \$41.56/\$29.82 |
| PE1F4 | 4-fiber | | \$28.11 | \$50.53/\$38.78 |
| | | | | Disconnect Charges |
| | | | | First/Add'l |
| | 2-fiber | | | \$12.96/\$10.34 |
| | 4-fiber | | | \$16.97/\$14.35 |

NORTH CAROLINA

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--------------------------|-------------------|---------------------|--------------------------|
| PE1F2 | Cross Connects | Per cross connect | | First/Add'l |
| | 2-fiber | | \$15.99 | \$67.34/\$48.55 |
| PE1F4 | 4-fiber | | \$28.74 | \$82.35/\$63.56 |

SOUTH CAROLINA

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--------------------------|-------------------|---------------------|--------------------------|
| PE1F2 | Cross Connects (Note 4) | Per cross connect | | First/Add'l |
| | 2-fiber | | \$15.06 | \$69.28/\$48.89 |
| PE1F4 | 4-fiber | | \$27.08 | \$84.07/\$63.68 |

TENNESSEE

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------------|---------------------------------|-------------------|--------------------------------|-------------------------------------|
| | Cross Connects | Per cross connect | | First/Add'l |
| PE1F2 | 2-fiber | | \$15.64 | \$41.56/\$29.82 |
| PE1F4 | 4-fiber | | \$28.11 | \$50.53/\$38.78 |

**Amendment to the Agreement
By and Between BellSouth Telecommunications, Inc.
And iConnect Corp. Dated November 16, 1999**

This Agreement refers to the Agreement ("the Agreement") entered into by iConnect Corp. ("iConnect") and BellSouth Telecommunications, Inc. ("BellSouth") on November 16, 1999. This Amendment ("Amendment") is made by and between iConnect and BellSouth and shall be deemed effective on the date executed by iConnect and BellSouth.

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, iConnect and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. BellSouth will provide, and iConnect will accept and pay for, Physical Collocation Optical Cross-Connects as set forth in Exhibit A to this Amendment.
2. All of the other provisions of the Agreement shall remain unchanged and in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies 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.

iConnect Corp.

ON FILE
Signature

Chris Hugman
Printed Name

V.P. Engineering & Implementation
Title

3/16/00
Date

BellSouth Telecommunications, Inc.

ON FILE
Signature

Jerry D. Hendrix
Printed Name

Sr. Director
Title

3/17/00
Date