

**AMENDMENT
TO THE
AGREEMENT BETWEEN
MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED APRIL 5, 2000**

Pursuant to this Amendment, (the "Amendment"), McLeodUSA Telecommunications Services, Inc. ("McLeodUSA"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 5, 2000 ("Agreement").

WHEREAS, BellSouth and McLeodUSA entered into the Agreement on April 5, 2000, 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. Delete in its entirety Section(s) 6, 6.1, 6.1.1, 6.1.2, 6.1.3, 6.1.3.1, 6.1.3.2, 6.1.4, and 6.2 and replace with new Section(s) 6, 6.1, 6.1.1, 6.1.2, 6.1.2.1, 6.1.3 and 6.1.4 as follows:

6. Interconnection Compensation

6.1 Compensation for Call Transportation and Termination for Local Traffic and Inter-Carrier Compensation for ISP-Bound Traffic

6.1.1 Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange.

6.1.2 ISP-bound Traffic is defined as calls to an Internet Service Provide or Information Service Provider ("ISPs") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange or local calling area to an ISP server or modem in the same exchange or local calling area. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information traffic subject to interstate access.

6.1.2.1 The Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic at the following rates:

Effective Date – 12/31/01	\$.00175 per MOU
1/1/02 – 12/31/02	\$.00150 per MOU

6.1.3 The Parties will utilize bill and keep to compensate each other for ISP-bound Traffic. Pursuant to the FCC's Inter-carrier Compensation for ISP –Bound Traffic, *Order on Remand and Report and Order*, CC Dkt. Nos. 96-98 and 99-68, FCC 01-31 (rel. April 27, 2001), all traffic that exceeds a 3 to 1 ratio is ISP-bound Traffic.

6.1.4 Neither Party shall represent switched access traffic as Local Traffic for purposes of payment of reciprocal compensation.

2. All of the other provisions of the Agreement, dated April 5, 2000, shall remain in full force and effect.
3. 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.

McLeodUSA Telecommunications Services, Inc.

BellSouth Telecommunications, Inc.

By: Signature on file _____

By: Signature on file _____

Name: David R. Conn _____

Name: C. W. Boltz _____

Title: Vice Presiden _____

Title: Managing Director _____

Date: 7/27/01 _____

Date: 8-3-01 _____