

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
COMMUNICATIONS ACT**

Dated as of September 28, 1999

by and between

BELL ATLANTIC - VIRGINIA, INC.

and

MCI WORLDCOM COMMUNICATIONS, INC.

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE COMMUNICATIONS ACT

This Interconnection Agreement (this "Agreement"), under Sections 251 and 252 of the Communications Act, as amended by the Telecommunications Act of 1996 (the "Act"), is effective as of the 28th day of September, 1999 (the "Effective Date"), by and between Bell Atlantic - Virginia, Inc. ("BA"), a Virginia corporation with offices at 600 East Main Street, Richmond, VA, 23261, and MCI WORLDCOM Communications, Inc., formerly known as MFS Intelenet of Virginia, Inc. ("MFS"), a Delaware corporation with offices at 8521 Leesburg Pike, Vienna, Virginia 22182 (each, a "Party" and, collectively, the "Parties").

WHEREAS, MFS has requested, pursuant to Section 252(i) of the Act, that BA make available to MFS Interconnection, services and unbundled Network Elements upon the same terms and conditions as provided in the Interconnection Agreement between MCImetro Access Transmission Services of Virginia, Inc. and BA, dated June 13, 1997, and as subsequently amended, for Virginia, approved by the Virginia State Corporation Commission (the "Commission") under Section 252 of the Act, copies of which agreement are attached hereto as Appendix 1 (the "Separate Agreement"); and

WHEREAS, BA has undertaken to make such terms and conditions available to MFS hereby only because of, and to the extent required by, Section 252(i) of the Act;

NOW, THEREFORE, in consideration of the mutual provisions contained herein, MFS and BA hereby agree as follows:

1.0 Incorporation of Separate Agreement by Reference

1.1 Except as expressly stated herein, the terms and conditions of the Separate Agreement, as it is in effect on the date hereof after giving effect to operation of law, are incorporated by reference in their entirety herein and form an integral part of this Agreement.

1.2 References in the Separate Agreement to MCImetro Access Transmission Services of Virginia, Inc. or to MCI shall for purposes of this Agreement be deemed to refer to MFS.

1.3 References in the Separate Agreement to the "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date first written above. Unless terminated earlier in accordance with the terms of the Separate Agreement, this Agreement shall continue in effect until the Separate Agreement expires or is otherwise terminated.

1.4 All references in the Separate Agreement to "800/888", if any, shall for purposes of this Agreement be deemed to refer to "800/888/877".

1.5 All notices, affidavits, exemption-certificates or other communications to MFS under Section 27.7 of Part A of the Separate Agreement shall be sent to the following address:

MCI WorldCom
Attn: Vice President & General Tax Counsel
1133 19th Street, N.W.
Washington, DC 20036
Facsimile (202) 736-6624

1.6 All notices, affidavits, exemption-certificates or other communications to BA under Section 27.7 of Part A of the Separate Agreement shall be sent to the following address:

Tax Administration
Bell Atlantic Corporation
1095 Avenue of the Americas
Room 3109
New York, New York 10036
Telephone: (212) 395-1280
Facsimile: (212) 597-2915

1.7 Notices to MFS under Section 14 of Part A of the Separate Agreement shall be sent to the following address:

MCI WORLDCOM Communications, Inc.
Attn: Vice President
Eastern Telco Line Cost Management
2 Northwinds Center
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004
Facsimile (770) 625-6889

with a copy to:

MCI WorldCom
Attn: Vice President – Network Financial Management
8521 Leesburg Pike, 7th Floor
Vienna, VA 22182
Facsimile (703) 918-6602

with a copy to:

MCI WorldCom
Chief Counsel – Business Transactions

1801 Pennsylvania Ave, N.W.
Washington, DC 20006
Facsimile (202) 887-2454

with a copy to:

MCI WORLDCOM Communications, Inc.
Attn: Senior Manager - Carrier Agreements
8521 Leesburg Pike, 6th Floor
Vienna, VA 22182
Facsimile (703) 918-0710

1.8 Notices to BA under Section 14 of Part A of the Separate Agreement shall be sent to the following address:

Director – Interconnection Services
Bell Atlantic Telecom Industry Services
1095 Avenue of the Americas
Room 1423
New York, New York 10036
Facsimile: (212) 704-4381

with a copy to:

Bell Atlantic Network Services, Inc.
Attn: Jack H. White, Jr.,
Associate General Counsel
1320 N. Court House Road, 8th Floor
Arlington, Virginia 22201
Telephone: (703) 974-1368
Facsimile: (703) 974-0744

with a copy to:

Bell Atlantic – Virginia, Inc.
Attn: Vice President & General Counsel
600 East Main Street, 24th Floor
Richmond, VA 23261

2.0 Clarifications

2.1 The entry into, filing and performance by the Parties of this Agreement does not in any way constitute a waiver by either Party of any of the rights and remedies it may have to seek review of

any of the provisions of this Agreement or the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek review in any way of any portion of this Agreement or the Separate Agreement in connection with MFS's election under 47 USC § 252(i).

2.2 Neither the execution nor the filing (nor any other events related to the execution or the filing) of this Agreement is to be construed against MFS as a concession or admission that (i) this Agreement is legally necessary, (ii) this Agreement is required by Section 252(i) of the Act, or (iii) this Agreement should be submitted to the Commission for approval under Section 252(e) of the Act. It is MFS's position that, pursuant to Section 252(i) of the Act, MFS opted into the Separate Agreement on June 24, 1999 by its notice of adoption to BA. While BA is willing to permit the Separate Agreement to become effective between BA and MFS retroactively as of September 28, 1999, it is BA's position that MFS cannot opt into the Separate Agreement except upon entering into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 28th day of September, 1999.

MCI WORLDCOM COMMUNICATIONS,
INC.

BELL ATLANTIC – VIRGINIA,
INC.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice-President - Interconnection Services
Policy & Planning

APPENDIX 1