

# ***BELLSOUTH® / CLEC Agreement***

***Customer Name: Cordia Communications Corporation***

Cordia Communications Corporation Adoption of Essex	2
Adoption Paper	3
Exhibit 1	6

**By and Between**  
**BellSouth Telecommunications, Inc.**  
**And**  
**Cordia Communications Corporation**

## AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Cordia Communications Corporation, ("Cordia"), a Nevada 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**, Cordia has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Essex Communications Inc. D/B/A eLEC Communications ("Essex") dated May 11, 2002 for the state(s) of AL, FL, GA, KY, LA, MS, NC, SC, and TN.

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

1. Cordia and BellSouth shall adopt in its entirety the Essex Interconnection Agreement dated May 11, 2002 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 Essex 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
Title Page and Table of Contents	4
General Terms and Conditions	21
Attachment 1	30
Attachment 2	407
Attachment 3	42

06/26/02

Attachment 4	108
Attachment 5	16
Attachment 6	7
Attachment 7	26
Attachment 8	2
Attachment 9	2
Attachment 10	9
Attachment 11	4
Amendment	1
TOTAL	682

2. In the event that Cordia 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 Cordia 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 2.1 of the Essex Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the Essex Interconnection Agreement, the effective date shall be May 11, 2002.

4. Cordia shall accept and incorporate any amendments to the Essex 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.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor  
Birmingham, Alabama 35203

and

ICS Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

06/26/02

**Cordia Communications Corporation**

Mr. Craig Gironda  
 Chief Executive Officer  
 54 Danbury Road, #370  
 Ridgefield, CT 06877

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.    Cordia Communications Corporation**

\_\_\_\_ Original on File \_\_\_\_\_  
 Signature

\_\_\_\_ Original on File \_\_\_\_\_  
 Signature

\_\_\_\_ C. W. Boltz \_\_\_\_\_  
 Name

\_\_\_\_ Craig Gironda \_\_\_\_\_  
 Name

\_\_\_\_ Managing Director \_\_\_\_\_  
 Title

\_\_\_\_ CEO \_\_\_\_\_  
 Title

\_\_\_\_ 7/9/02 \_\_\_\_\_  
 Date

\_\_\_\_ 7/2/02 \_\_\_\_\_  
 Date

06/26/02

# **EXHIBIT 1**