

BELLSOUTH® / CLEC Agreement

Customer Name: TeleConex, Inc.

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By and Between
BellSouth Telecommunications, Inc.
And
TeleConex, Inc.

AGREEMENT

This Agreement, which shall become effective as of date of the last signature of both Parties, is entered into by and between TeleConex, Inc., ("TeleConex"), a Florida corporation, 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, TeleConex has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and IDS Telcom, L.L.C., dated January 27, 2001 for the states of Alabama, Kentucky, Louisiana, Mississippi, and Tennessee.

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

1. TeleConex and BellSouth shall adopt in its entirety, with the exception of those changes outlined below, the IDS Telcom, L.L.C. Interconnection Agreement ("the IDS Telcom Agreement"), dated January 27, 2001 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 IDS Telcom 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:

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12/26/01

TeleConex, Inc.

Alabama, Kentucky, Louisiana, Mississippi, Tennessee

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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 IDS Telcom Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the IDS Telcom Agreement, the effective date shall be January 27, 2001.

4. The Parties hereby mutually agree to delete Section 6.6 of Attachment 1 of the IDS Telcom Agreement and replace it with the following Section 6.6:

6.6 BellSouth reserves the right to secure the account with a suitable form of security deposit as described in Attachment 7 of this Agreement.

5. The Parties hereby mutually agree to incorporate the new Section 1.8.1 below into Attachment 7 of the IDS Telcom Agreement.

1.8.1 In determining whether a security deposit is required, BellSouth will review TeleConex's Dun & Bradstreet rating and report details; TeleConex's payment history with BellSouth and payment history with others as available; the number of years TeleConex has been in business; TeleConex's management history and managers' length of service with TeleConex; liens, suits, and judgments against TeleConex; UCC-1 filings against TeleConex's assets; and, to the extent available, TeleConex's financial information.

5. TeleConex shall accept and incorporate any amendments to the IDS Telcom, LLC Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

6. 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:

12/26/01

TeleConex, Inc.

Alabama, Kentucky, Louisiana, Mississippi, Tennessee

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

TeleConex

Chris S. Watson
Vice President of Operations
4100 Barrancas Avenue
Pensacola, FL 32507.

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.

TeleConex, Inc.

On File

Signature

C. W. Boltz

Name

Managing Director

Title

1/7/2002

Date

On File

Signature

Steve T. Watson

Name

President

Title

1/2/2002

Date

Exhibit 1