

Agreement Between BellSouth Telecommunications, Inc. and Cable and Wireless, Inc. (CWI) Regarding The Sale of BST's Telecommunications Services to CWI For The Purposes of Resale

This Agreement, which shall become effective as of the 31st day of March, 1998, is entered into by and between Cable and Wireless, Inc., ("CWI"), a District of Columbia 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, 1997; 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, CWI has requested that BellSouth make available the Resale agreement in its entirety executed between BellSouth and LCI International Telecom Corp. ("LCI"), dated February 6, 1997 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

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

1. CWI and BellSouth shall adopt in its entirety the Resale Agreement of LCI International Telecom Corp. ("LCI"), dated February 6, 1997 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 LCI International Telecom Corp. Resale Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference.

The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section I, Term of the Agreement, of the LCI International Telecom Corp. Resale Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section I. of the LCI International Telecom Corp. Resale Agreement, the effective date shall be February 6, 1997.

2. At least 30 days after execution, BellSouth shall provide and make available to CWI a copy of all amendments to the LCI International Telecom Corp. Resale Agreement executed after the effective date of this Agreement. CWI shall notify BellSouth of acceptance or rejection of the amendment within 30 days of receipt of said amendment.

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3. 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.

OLEC Account Team
Room E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Cable and Wireless, Inc

Contract Management
8219 Leesburg Pike
Vienna, VA 22182

and

Local Call Services Operations Department
1919 Gallows Road
Vienna, VA 22182

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.

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IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

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BellSouth Telecommunications, Inc.

Cable and Wireless, Inc.

BY: _____
Signature

BY: _____
Signature

NAME: Jerry Hendrix
Printed Name

NAME: _____
Printed Name

TITLE: Director

TITLE: _____

DATE: _____

DATE: _____