

EXECUTIVE SUMMARY
of
IntraLEC, Inc.
AL, FL, GA, KY, LA, MS, NC, SC, TN
Adoption of BellSouth/Empire Telecom Services, Inc. Agreement

Agreement Effective Date: 06/01/2000	Agreement Expiration Date: 04/13/2002
Negotiator: Kay Williams	Negotiator Tel No:

Please be advised that IntraLEC has adopted the BellSouth/Empire Telecom interconnection agreement dated April 14, 2000 in its entirety. The term of the adopted agreement can only be for the remaining term of the original Empire Telecom agreement.

AGREEMENT

This Agreement, which shall become effective as of the 1st day of June, 2000, is entered into by and between IntraLEC, Inc. ("IntraLEC") 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, IntraLEC has requested that BellSouth make available the Interconnection Agreement in its entirety executed between BellSouth and Empire Telecom Services, Inc. dated April 14, 2000 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee. Upon execution, this Agreement will supercede, in its entirety, the BellSouth/IntraLEC Interconnection Agreement dated July 22, 1999.

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

1. IntraLEC and BellSouth shall adopt in its entirety the Empire Telecom Services, Inc. Interconnection Agreement dated April 14, 2000 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 Empire Telecom Services, Inc. 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	1
Table of Contents	1
General Terms and Conditions	22

Attachment 1	42
Attachment 2	121
Attachment 3	37
Attachment 4	65
Attachment 5	11
Attachment 6	6
Attachment 7	19
Attachment 8	2
Attachment 9	107
Attachment 10	10
Attachment 11	11
TOTAL	458

2. In the event that IntraLEC 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 IntraLEC 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 the General Terms and Conditions, section 2 of the Empire Telecom Services, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to the General Terms and Conditions, section 2 of the Empire Telecom Services, Inc. Interconnection Agreement, the effective date shall be April 14, 2000.

4. IntraLEC shall accept and incorporate any amendments to the Empire Telecom Services, Inc. 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.

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

IntraLEC, Inc.

Alan B. Thomas, Jr.
4501 Circle 75 Parkway
Building D, Suite 4210
Atlanta, GA 30339
PH: (404) 659-9500

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.

IntraLEC, Inc.

Signature on File

Signature on File

Signature

Signature

Name
Jerry D. Hendrix

Name
Alan B. Thomas, Jr.

Title
Sr. Director – Interconnection Services

Title
Executive Vice President

Date
6-1-00

Date
5-31-00