

EXECUTIVE SUMMARY
of
Prism Kentucky Operations, LLC
Adoption of the BellSouth/2nd Century Communications Interconnection Agreement

Agreement Effective Date: October 28, 1999	Agreement Expiration Date: June 15, 2001
Negotiator: David Hitt	Negotiator Tel No: (404) 927-7518
Location of Executive Summary: t:\hendrix\morrison\contracts\hitt\basico	Location of Agreement and Amendment(s): t:\hendrix\morrison\contracts\hitt\basico

Please be advised that the above named CLEC has adopted the BellSouth/2nd Century Communications Interconnection agreement in its entirety with two exceptions.

The two deviations include:

Replacement of the second “Whereas” clause at the beginning of the General Terms & Conditions – Part A with the following:

“WHEREAS, PRISM-KY is or seeks to become a competitive local exchange telecommunications company (“CLEC”) authorized to provide telecommunications services in the state of Kentucky; and”

Replacement of provisions for Att.02, Section 2.3.1. This language was incorporated from the previously executed Interconnection Agreement for Prism Operations, LLC (of North Carolina). Furthermore, the opening sentence of this section from BellSouth’s 2Q99 Standard was retained – “To the extent available...:”

Replacement language follows:

“To the extent available within BST’s Network at a particular location, BST will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, xDSL, Nx 64 kb/s, and DS1/DS3 and SONET private lines, or any other telecommunications service agreed to between the parties or that

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PRISM-KY is able to provide over the loops offered by BellSouth; provided, however, that BellSouth shall only maintain and repair the loops to the extent necessary to meet specifications of the type of loop provided, as detailed in BellSouth Technical Reference TR73600, as amended from time to time. To the extent that PRISM-KY provisions any telecommunications services incompatible with the type of loop ordered by PRISM-KY hereunder and provided by BellSouth, BellSouth makes no representations or warranties that any such services will operate. In addition, BellSouth reserves the right to prohibit PRISM-KY's provision of any services over BellSouth loops (other than those expressly agreed to by BellSouth herein) to the extent such services disrupt or interfere with the quality of services provided by BellSouth or with BellSouth's network and the use thereof by BellSouth, other CLECs or end users."

AGREEMENT

This Agreement, which shall become effective as of the 28th day of October, 1999, is entered into by and between Prism Kentucky Operations, L.L.C. ("PRISM - KY") a limited liability corporation organized and existing under the laws of Delaware, 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, PRISM-KY has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and 2ND Century Communications, Inc., dated June 16, 1999, for the state of Kentucky.

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

1. With the exception of the second "Whereas" clause at the beginning of the General Terms & Conditions – Part A; and, with the exception of Section 2.3.1 of Attachment 2, PRISM-KY and BellSouth shall adopt in its entirety the 2ND Century Communications Interconnection Agreement dated June 16, 1999, 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 2ND Century Communications 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	4
EXHIBIT 1 - Title Page	1
Table of Contents	1
General Terms and Conditions	25
Attachment 1	17

Attachment 2	98
Attachment 3	25
Attachment 4	63
Attachment 5	15
Attachment 6	7
Attachment 7	17
Attachment 8	2
Attachment 9	37
Attachment 10	8
TOTAL	320

2. The Parties further agree to replace the second “Whereas” clause at the beginning of the General Terms & Conditions – Part A with the following:

“WHEREAS, PRISM-KY is or seeks to become a competitive local exchange telecommunications company (“CLEC”) authorized to provide telecommunications services in the state of Kentucky; and”

3. The Parties further agree to the terms and conditions as set forth as follows as a replacement for Section 2.3.1 of Attachment 2 of the 2ND Century Communications Interconnection Agreement:

“2.3.1 – To the extent available within BST’s Network at a particular location, BST will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, xDSL, Nx 64 kb/s, and DS1/DS3 and SONET private lines, or any other telecommunications service agreed to between the parties or that PRISM-KY is able to provide over the loops offered by BellSouth; provided, however, that BellSouth shall only maintain and repair the loops to the extent necessary to meet specifications of the type of loop provided, as detailed in BellSouth Technical Reference TR73600, as amended from time to time. To the extent that PRISM-KY provisions any telecommunications services incompatible with the type of loop ordered by PRISM-KY hereunder and provided by BellSouth, BellSouth makes no representations or warranties that any such services will operate. In addition, BellSouth reserves the right to prohibit PRISM-KY’s provision of any services over BellSouth loops (other than those expressly agreed to by BellSouth herein) to the extent such services disrupt or interfere with the quality of services provided by BellSouth or with BellSouth’s network and the use thereof by BellSouth, other CLECs or end users.”

4. In the event that PRISM-KY 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 PRISM-KY under this Agreement.

5. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 2 of the General Terms and Conditions of the 2ND Century Communications Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the General Terms and Conditions of the 2ND Century Communications Interconnection Agreement, the effective date shall be **June 16, 1999**.

6. PRISM-KY shall accept and incorporate any amendments to the 2ND Century Communications Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

7. 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

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

and

Prism Kentucky Operations, L.L.C.

11 Beach Street
7th Floor
New York, NY 10013
ATTN: Sophia Corona
(917) 305-2221

Prism Communications Services, Inc.
1667 K Street, N.W.
Suite 200
Washington, DC 20006
ATTN: Julie Kaminski
(202) 263-7962

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.

Prism Kentucky Operations,
L.L.C.

On File
Signature

On File
Signature

Jerry D. Hendrix
Name – Sr. Director: Interconnection Svcs

Sophia K. Corona
Name – EVP Network Planning
& Provision

11/1/99
Date

10/25/99
Date

EXHIBIT 1

Adoption of:

**INTERCONNECTION AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
2ND CENTURY COMMUNICATIONS, INC.**