

**EXECUTIVE SUMMARY**  
**of**  
**Broadslate Networks of Kentucky, Inc.**  
**Kentucky**  
**BellSouth/BlueStar Standard Interconnection Agreement**

|  |  |
|--|--|
| <b>Agreement Effective Date: 6/28/2000</b>   | <b>Agreement Expiration Date: 12/27/2001</b>   |
| <b>Negotiator: Michael Willis</b>  | <b>Negotiator Tel No: (404)927-8003</b>  |
| <b>Location of Executive Summary:</b><br><b>s:\hendrix\michael\signed\cardinal\renegotiations/ky</b> | <b>Location of Agreement and Amendment(s): s:\hendrix\</b><br><b>michael\signed\cardinal\renegotiations/ky</b> |

Please be advised that the above named CLEC has adopted the BellSouth/BlueStar Standard Interconnection agreement in its entirety, with the exception of Attachment 4. Based on the ruling issued by the United States Court of Appeals for the Eighth Circuit, filed July 18, 1997, a CLEC who chooses to adopt another CLEC's agreement must adopt the agreement in its entirety. Therefore, **THERE CAN BE NO DEVIATIONS**. Also, the term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

## AGREEMENT

This Agreement, which shall become effective as of the 28<sup>th</sup> day of June 2000, is entered into by and between Broadslate Networks of Kentucky, Inc., ("Broadslate"), a Delaware Corporation 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**, Broadslate has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and BlueStar Networks, Inc. dated December 28, 1999 for the state of Kentucky.

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

1. With the exception of Attachment 4, Broadslate and BellSouth shall adopt in its entirety the Interconnection Agreement dated December 28, 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 BlueStar 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.<br>PAGES |
|------------------------------|--------------|
| Adoption Papers              | 3            |
| Title Page                   | 1            |
| Table of Contents            | 1            |
| General Terms and Conditions | 20           |
| Attachment 1                 | 42           |
| Attachment 2                 | 93           |

06/14/2000

|                            |            |
|----------------------------|------------|
| Attachment 3               | 25         |
| Attachment 4 Not adopted   | 1          |
| Attachment 5               | 11         |
| Attachment 6               | 6          |
| Attachment 7               | 19         |
| Attachment 8               | 2          |
| Attachment 9               | 72         |
| Attachment 10              | 10         |
| Amendment dated 01/27/2000 | 4          |
| Amendment dated 02/29/2000 | 3          |
| Amendment dated 03/01/2000 | 2          |
| Amendment dated 03/30/2000 | 3          |
| Amendment dated 04/13/2000 | 3          |
| Amendment dated 04/25/2000 | 3          |
| Amendment dated 05/04/2000 | 12         |
| Amendment dated 05/31/2000 | 2          |
| Amendment dated 06/07/2000 | 20         |
| <b>TOTAL</b>               | <b>358</b> |

2. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section two of the General Terms and Conditions of the Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section two of the General Terms and Conditions of the Interconnection Agreement, the effective date shall be December 28, 1999.

3. Broadslate shall accept and incorporate any amendments to the Broadslate 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 19<sup>th</sup> Street  
Birmingham, Alabama 35203  
and

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

**BroadSlate Network Communications**

Marc Rothschild  
Swidler Berlin Shereff Friedman, LLC  
3000 K Street, NW, Suite 300  
Washington, DC 20007

John Spilman  
Manager Regulatory and Carrier Relations  
Broadslate Networks, Inc.  
675 Peter Jefferson Parkway, Suite 310  
Charlottesville, VA 22911

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.

\_\_\_\_\_  
Signature on file  
Signature

\_\_\_\_\_  
Jerry D. Hendrix  
Name

\_\_\_\_\_  
6/28/2000  
Date

Broadslate Networks of  
Kentucky, Inc.

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

\_\_\_\_\_  
Earle A. MacKenzie  
Name

\_\_\_\_\_  
6/21/2000  
Date