

AGREEMENT

This Agreement, which shall become effective as of the 6th day of Nov., 1998, is entered into by and between Ernest Communications, Inc. ("ECI") a Georgia 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, ECI has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and MCImetro Access Transmission Services, Inc. ("MCI") dated August 8, 1997 for the state of Kentucky.

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

1. ECI and BellSouth shall adopt in its entirety the MCI Interconnection Agreement dated August 8, 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 MCI Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference.

2. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 3 of the MCI Interconnection Agreement. For the purposes of determining the expiration date of this Agreement to which Section 3 of the MCI Interconnection Agreement applies, the expiration date shall be August 7, 2000.

3. ECI shall accept and incorporate any amendments to the MCI Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action, provided that such action relates to issues raised and pending prior to the date of this agreement between ECI and BellSouth is executed.

4. 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, addressed 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

Ernest Communications, Inc.
6475 Jimmy Carter Blvd.
Suite 300
Norcross, GA 30071

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.

Ernest Communications, Inc.

Jerry Hendrix
Printed Name

Printed Name

Signature

Signature

Date

Date