

**EXECUTIVE SUMMARY**  
**of**  
**Aero Communications**  
**AL, FL, GA, KY, LA, MS, NC, SC, TN**  
**Adoption of BellSouth/CLEC2 Agreement**

<b>Agreement Effective Date: 06/12/2000</b>	<b>Agreement Expiration Date: 01/07/2001</b>
<b>Negotiator: Brian Campbell</b>	<b>Negotiator Tel No: 404-927-7596</b>

Please be advised that the above named CLEC has adopted the BellSouth/CLEC2 agreement in its entirety. 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 23<sup>rd</sup> day of June 2000, is entered into by and between Aero Communications, ("Aero") a 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**, Aero has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Rhythms Links, Inc. ("Rhythms") dated January 8, 1999 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, Aero and BellSouth hereby agree as follows:

1. Aero and BellSouth shall adopt in its entirety the Rhythms Interconnection Agreement dated January 8, 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 Rhythms 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
Title Page	1
Table of Contents	1
General Terms and Conditions	27
Attachment 1	12
Attachment 2	53

Attachment 3	10
Attachment 4	42
Attachment 5	6
Attachment 6	6
Attachment 7	17
Attachment 8	2
Attachment 9	5
Attachment 10	141
Attachment 11 – Rates	1
Attachment 11 – Exhibit 1 – AL	22
Attachment 11 – Exhibit 2 – FL	18
Attachment 11 – Exhibit 3 – GA	19
Attachment 11 – Exhibit 4 – KY	17
Attachment 11 – Exhibit 5 – LA	18
Attachment 11 – Exhibit 6 – MS	23
Attachment 11 – Exhibit 7 – NC	18
Attachment 11 – Exhibit 8 – SC	22
Attachment 11 – Exhibit 9 - TN	18
Amendment dated 12/13/99	1
Amendment dated 12/13/99	7
Amendment dated 06/01/00	3
Amendment dated 06/09/00	20
Amendment dated 05/26/00	25
TOTAL	559

2. In the event that Aero 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 Aero 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 General Terms and Conditions, Section 2 of the Rhythms Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to the General Terms and Conditions, Section 2 of the Rhythms Interconnection Agreement, the effective date shall be January 8, 1999.

4. Aero shall accept and incorporate any amendments to the Rhythms 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

Aero Communications

Attn: Khristopher Twomey  
1776 K Street NW  
Suite 200  
Washington D.C. 20006

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.

Aero Communications

Signature On Original

Signature

Signature On Original

Signature

Jerry D. Hendrix

Name

Todd Heinrich

Name

Senior Director

Title

President

Title

6/23/00

Date

6/14/00

Date