

EXECUTIVE SUMMARY
of
LS-One, Inc.
AL, FL, GA, KY, LA, MS, NC, SC, TN
Adoption of BellSouth/GulfPines Communications, Inc. Agreement

Agreement Effective Date: 07/28/2000	Agreement Expiration Date: 03/28/2002
Negotiator: William DeLoach	Negotiator Tel No: (404) 927-7556

Please be advised that the above named CLEC has adopted the BellSouth/GulfPines Communications, Inc. agreement in its entirety. The term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

Added Exhibit 2 containing the Disaster Recovery Plan.

AGREEMENT

This Agreement, which shall become effective as of the 20th day of July, 2000, is entered into by and between LS-One, Inc., ("LS-One") a Delaware 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, LS-One has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and GulfPines Communications, Inc. dated March 29, 1999 for the state(s) 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, LS-One and BellSouth hereby agree as follows:

1. LS-One and BellSouth shall adopt in its entirety the GulfPines Communications, Inc. Interconnection Agreement dated March 29, 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 GulfPines Communications, 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	20
Attachment 1	18
Attachment 2	88

Attachment 3	20
Attachment 4	50
Attachment 5	12
Attachment 6	6
Attachment 7	21
Attachment 8	2
Attachment 9	37
Attachment 10	8
Exhibit 2, Attachment 11	11
TOTAL	298

2. In the event that LS-One 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 LS-One 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 section 2 of the GulfPines Communications, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the GulfPines Communications, Inc. Interconnection Agreement, the effective date shall be **March 29, 1999**.

4. LS-One shall accept and incorporate any amendments to the GulfPines Communications, 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

LS-One, Inc.

Ted Carter
3003 Lakeland Cove, Suite C
Jackson, MS 39225

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

07/28/2000
Date

LS-One, Inc.

Signature on file
Signature

Wade Spooner
Name

07/26/2000
Date