

**EXECUTIVE SUMMARY**  
**of**  
**Williams Local Network, Inc.**  
**AL, FL, GA, KY, LA, MS, NC, SC, TN**  
**Adoption of BellSouth/Metromedia Fiber Network Services, Inc. Agreement**

<b>Agreement Effective Date: 09/05/2000</b>	<b>Agreement Expiration Date: 05/11/2001</b>
<b>Negotiator: Jim Thompson</b>	<b>Negotiator Tel No: 770-926-4554</b>

Please be advised that the above named CLEC has adopted the BellSouth/Metromedia Fiber Network Services, Inc. agreement dated May 12, 1999 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 date of signature by both parties, is entered into by and between Williams Local Network, Inc. ("WLNI"), 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**, WLNI has requested that BellSouth make available the interconnection agreement executed between BellSouth and Metromedia Fiber Network Services, Inc. ("Metromedia") dated May 12, 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, WLNI and BellSouth hereby agree as follows:

1. WLNI and BellSouth shall adopt in its entirety the Metromedia Interconnection Agreement dated May 12, 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 Metromedia Interconnection Agreement and all amendments are attached hereto as Exhibit A and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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Amendment dated 11/30/99	4
TOTAL	514

2. In the event that WLNI 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 WLNI 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 Metromedia Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the Metromedia Interconnection Agreement, the effective date shall be May 12, 1999.

4. WLNI shall accept and incorporate any amendments to the Metromedia 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

**Williams Local Network, Inc.**

Mr. Bob McCoy  
General Counsel, WLNI  
4100 One Williams Center  
Tulsa, OK 74172  
Phone: 918-573-4191

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 Hendrix  
Name

Senior Director  
Title

09/05/2000  
Date

Williams Local Network, Inc.

Signature on file  
Signature

Wilson H. Busby  
Name

Manager, Local Access  
Title

08/21/2000  
Date

**Exhibit A**

**BELLSOUTH/METROMEDIA INTERCONNECTION AGREEMENT**