

EXECUTIVE SUMMARY
of

Adoption of BellSouth/DSLnet Agreement

Agreement Effective Date: 05/29/2000	Agreement Expiration Date: 11/30/2000
Negotiator: Royce White	Negotiator Tel No: 205.977.0426

Please be advised that the above named CLEC has adopted the BellSouth/DSLnet 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 29th day of May, 2000, is entered into by and between Newpath Holdings, ("Newpath") 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, Newpath has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and DSLnet Communications, LLC, ("DSLnet") dated February 16, 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, Newpath and BellSouth hereby agree as follows:

1. Newpath and BellSouth shall adopt in its entirety the DSLnet Interconnection Agreement dated February 16, 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 DSLnet 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:

<u>BELLSOUTH</u>	ITEM	NO. PAGES	<u>NEWPATH</u>
DSLnet → ADOPTION PAPERS <i>BWS</i> <i>AKH</i>	Adoption Papers	3	← 3
	Title Page	1	
	Table of Contents	1	
	General Terms and Conditions	21	
	Attachment 1	14	
	Attachment 2	55	

04/27/99

Attachment 3	10
Attachment 4	21
Attachment 5	7
Attachment 6	5
Attachment 7	18
Attachment 8	2
Attachment 9	2
Attachment 10	47
Attachment 11	178
Attachment 12	11
Amendment dated 3/31/99 - DSLnet	2
Amendment dated 2/22/99 - COVAD	23
Amendment dated 2/22/99 - to COVADS AGMT	23
Amendment dated 4/9/99 - to COVADS AGMT	3
Amendment dated 6/29/99 - 7/6/99 to DSLnet AGMT	59
Amendment dated 9/20/99 - 10-20-99 to DSLnet AGMT	1
Amendment dated 12/06/99 to DSLnet AGMT	5
Amendment dated 3/20/00 to DSLnet AGMT	9
Amendment dated 5/2/00 to DSLnet AGMT	3
Amendment dated 6/2/00 to DSLnet AGMT	18
Amendment dated 6/2/00 to DSLnet AGMT	19
Amendment dated 6/19/00 to DSLnet AGMT	3
TOTAL	564 567

2. In the event that Newpath 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 Newpath 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 DSLnet Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the DSLnet Interconnection Agreement, the effective date shall be November 30, 1998.

4. Newpath shall accept and incorporate any amendments to the DSLnet 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

Newpath Holdings

1400 16th Street N.W.
Suite 1600
Washington, D.C.

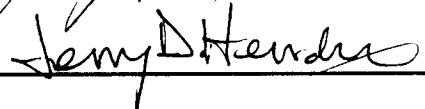
or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially 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.

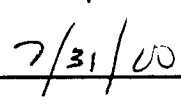
BellSouth Telecommunications, Inc.



Signature

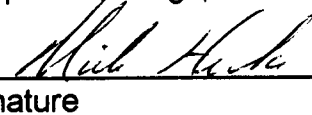


Name



Date

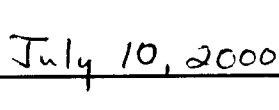
Newpath Holdings, LLC



Signature



Name



Date