

**EXECUTIVE SUMMARY**  
**of**  
**Metropolitan Telecommunications,**  
**AL, FL, GA, KY, LA, MS, NC, SC, TN**  
**Adoption of BellSouth/e.spire Agreement**

<b>Agreement Effective Date: 10/11/2000</b>	<b>Agreement Expiration Date: 12/31/2002</b>
<b>Negotiator: Harriett McDonald</b>	<b>Negotiator Tel No: 205.977.0426</b>

Please be advised that the above named CLEC has adopted the BellSouth/e.spire agreement with the exception of Attachment 11 (BABPCO Agreement). 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 last date of signature by the Parties, is entered into by and between Metropolitan Telecommunications, Inc., ("Metropolitan Telecommunications") 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**, Metropolitan Telecommunications has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and e.spire Communications ("e.spire") dated January 01, 2000 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, Metropolitan Telecommunications and BellSouth hereby agree as follows:

1. Metropolitan Telecommunications and BellSouth shall adopt in its entirety the e.spire Communications Interconnection Agreement dated January 01, 2000 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 e.spire Communications 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
Exhibit 1 – Title Page	1
Title Page	1
Table of Contents	3

General Terms and Conditions	39
Attachment 1	44
Attachment 2	120
Attachment 3	24
Attachment 4	63
Attachment 5	12
Attachment 6	21
Attachment 7	20
Attachment 8	2
Attachment 9	108
Attachment 10	10
Attachment 11	3
TOTAL	475

2. In the event that Metropolitan Telecommunications 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 Metropolitan Telecommunications 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 4, General Terms and Conditions of the e.spire Communications Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 4, General Terms and Conditions of the e.spire Communications Interconnection Agreement, the effective date shall be **January 1, 2000**.

4. Metropolitan Telecommunications shall accept and incorporate any amendments to the e.spire Communications 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

Metropolitan Telecommunications

Andoni Economou  
Executive Vice President  
44 Wall Street 14<sup>th</sup> Floor  
New York, NY 10005  
and

Tamra Burgwardt  
Director  
44 Wall Street 14<sup>th</sup> Floor  
New York, NY 10005

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.  
Telecommunications

Metropolitan

original on file  
Signature

original on file  
Signature

Jerry Hendrix  
Name

Andoni Economou  
Name

10/11/2000  
Date

10/04/2000  
Date