

**By and Between**

**BellSouth Telecommunications, Inc.**

**And**

**<<customer\_name>>**

## AGREEMENT

This Agreement, which shall become effective as of the \_\_\_\_ day of \_\_\_\_\_, 2001, is entered into by and between Gildra's Communications, Inc., ("Gildra's Communications") an Alabama 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**, Gildra's Communications has requested that BellSouth make available the resale agreement in its entirety executed between BellSouth and EZ Talk Communications, Inc. dated February 16, 2000 for the state(s) of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina and Tennessee.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, Gildra's Communications and BellSouth hereby agree as follows:

1. Gildra's Communications and BellSouth shall adopt in its entirety the EZ Talk Communications, Inc. resale agreement ("EZ Talk Agreement") dated February 16, 2000 and any and all amendments to said EZ Talk Agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The EZ Talk Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this EZ Talk Agreement with amendment(s) consists of the following:

| ITEM                         | NO.<br>PAGES |
|------------------------------|--------------|
| Adoption Papers              | 3            |
| General Terms and Conditions | 20           |
| Attachment 1                 | 35           |
| Amendment dated 6/19/00      | 2            |
| TOTAL                        | 60           |

2. In the event that Gildra's Communications 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 Gildra's Communications 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 EZ Talk Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the EZ Talk Agreement, the effective date shall be February 16, 2000.

4. Gildra's Communications shall accept and incorporate any amendments to the EZ Talk 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

Gildra's Communications, Inc.

5100 Gary Avenue  
Fairfield, Alabama 35064

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 its authorized representatives.

BellSouth Telecommunications, Inc.

Gildra's Communications, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date