## **EXECUTIVE SUMMARY**

of

# Globe Telecommunications, Inc. Kentucky

# **BellSouth/MCI Standard Interconnection Agreement**

Agreement Effective Date: April 15, 1999	Agreement Expiration Date: August 19, 2000
Negotiator: Stuart Hudnall	Negotiator Tel No: 404-927-7859
Location of Executive Summary:	Location of Agreement and Amendment(s):
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	telecommunications

Please be advised that the above named CLEC has adopted the BellSouth/MCI Standard Interconnection agreement in its entirety. Based on the ruling issued by the United States Court of Appeals for the Eighth Circuit, filed July 18, 1997, a CLEC who chooses to adopt another CLEC's agreement must adopt the agreement in its entirety. Therefore, **THERE CAN BE NO DEVIATIONS**. Also, the term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

#### INTERCONNECTION AGREEMENT

This Agreement, which shall become effective as of the 15<sup>th</sup> day of April, 1999, is entered into by and between Globe Telecommunications, Inc., a Georgia corporation, ("Globe "), on behalf of itself and its successors and assigns, having an office at 1241 O.G. Skinner Drive, West Point, Georgia, 31833, 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 and as required by the FCC rules and regulations 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; and

**WHEREAS**, Globe has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and MCImetro Access Transmission Services, Inc. dated August 21, 1997, for the state of Kentucky ("MCIm Interconnection Agreement – Kentucky");

**NOW, THEREFORE,** in consideration of the promises and mutual covenants of this Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Globe and BellSouth hereby agree as follows:

- 1. Globe and BellSouth shall adopt in its entirety the MCIm Interconnection Agreement dated August 21, 1997 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 MCIm Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference.
- 2. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 3 of the MCIm Interconnection Agreement.
- 3. BellSouth and Globe shall accept and incorporate into this Agreement any amendments to the MCIm Interconnection Agreement executed by the parties thereto as a result of any final judicial, regulatory, or legislative action.

4. 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

## Globe Telecommunications, Inc.

Globe Telecommunications, Inc. 1241 O.G. Skinner Drive West Point, Georgia 31833

and

Walt Sapronov, Esq. Gerry, Friend & Sapronov, LLP Three Ravinia Drive, Suite 1450 Atlanta, Georgia 30346-2131

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 caused this Agreement to be executed through their duly authorized representatives.

BellSouth Telecommunications, Inc. Globe Telecommunications, Inc. On file On file Signature Signature Jerry Hendrix Felix Boccucci, Jr. Name Name Chief Financial Officer Director Title Title April 15, 1999 April 10, 1999 Date Date

# EXHIBIT "1" MCI INTERCONNECTION AGREEMENT - KENTUCKY