

BELLSOUTH® / CLEC Agreement

Customer Name: UTEX Communications Corp.

UTEX Adoption of KMC V	2
Adoption Papers	3
Signature Page	6
Exhibit 1	7

By and Between
BellSouth Telecommunications, Inc.
And
UTEX Communications Corp.

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between UTEX Communications Corp. ("UTEX"), a Texas 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 agreement filed and approved pursuant to 47 U.S.C. § 252; and

WHEREAS, Premiere Network Services, Inc. ("Premiere") received certification by the respective state commissions and was authorized to operate as a competitive or alternative local exchange carrier in Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Premiere and BellSouth entered into one or more interconnection agreements in the above-named states (the "Premiere interconnection agreements") dated June 21, 2003, June 21, 2003, and May 1, 2002 for "Alabama", "Florida" and "Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee", respectively; and

WHEREAS, UTEX is the successor-in-interest to the state certifications and interconnection agreements pursuant to an order entered on July 17, 2006 by the United States Bankruptcy court for the Northern District of Texas, Dallas Division, in Cause No. 04-33402-HDH-7, *In Re: Premiere Network Services, Inc.*; and

WHEREAS, UTEX has made known to BellSouth that it is the successor in interest to Premiere and desired to begin operating under the Premiere interconnection agreements; and

WHEREAS, BellSouth expressed the opinion that some of the Premiere interconnection agreements had expired on June 16, 2005, September 11, 2004, and April 30, 2005 respectively and/or were inoperative or otherwise terminated; and

WHEREAS, UTEX expressed the contrary opinion that all of the Premiere interconnection agreements were still in full force and effect; and

WHEREAS, UTEX and BellSouth have agreed to resolve the dispute over Premiere or UTEX's ability to operate under the Premiere interconnection agreements on a negotiated basis by using the adoption process available under § 252(i); and

WHEREAS, without waiver of either Party's position or rights regarding the effectiveness (or not) of the Premiere interconnection agreements, UTEX has agreed to adopt the KMC Telecom V agreements dated June 30, 2005 in their entirety for the states of Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee under § 252(i) and BellSouth has agreed to make those agreements available; and

WHEREAS, BellSouth will make available the interconnection agreement in its entirety executed between BellSouth and KMC Telecom V, Inc. dated June 30, 2005 for the state(s) of Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, UTEX and BellSouth hereby agree as follows:

1. UTEX and BellSouth shall adopt the KMC Telecom V, inc. Interconnection Agreement dated June 30, 2005 ("KMC Telecom V, Inc. Interconnection Agreement") for the states of Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee and any and all amendments to the KMC Telecom V, Inc. Interconnection Agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The KMC Telecom V, Inc. 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
Title Page	1
Table of Contents	1
Adoption Papers	5
KMC Telecom V, Inc. ICA	678
Amendment dated 11/14/2005	65
TOTAL	750

2. The term of this Agreement shall be from the Effective Date set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the KMC Telecom V, Inc. Interconnection Agreement. For the purposes of determining the effective date of this Agreement pursuant to Section 2 of the KMC Telecom V, Inc. Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature of this Agreement. Such Agreement shall expire on December 29, 2008.

3. UTEX and BellSouth shall accept and incorporate any amendments to the KMC Telecom V, Inc. Interconnection Agreement that have been or will be executed as a result of any final judicial or regulatory action pending the date of the execution of this Agreement. Any other or further amendments will be made pursuant to the provisions of the KMC Telecom V, Inc. Interconnection Agreement.

4. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

UTEX Communications Corp.
Brian DeHavaen
1250 S. Capital of Texas Hwy
Bldg 2, Suite 235
Austin, TX 78746

and

General Counsel
UTEX Communications Corp.
1250 S. Capital of Texas Hwy
Bldg 2, Suite 235
Austin, TX 78746

or at such other address as the intended recipient shall subsequently designate 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.

70

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 10/31/06

UTEX Communications Corp.

By: Richard M. Lewis

Name: RICHARD M. LEWIS

Title: CFO

Date: 10/31/06

Exhibit 1