

AGREEMENT

This Agreement, which shall become effective as of the 1st day of November, 1998 upon the expiration of that certain Agreement dated November 12, 1996, as amended (the “Existing Agreement”), between BellSouth Telecommunications, Inc., a Georgia corporation (“BellSouth”), and US LEC of North Carolina L.L.C., a North Carolina limited liability company (“US LEC-NC”), is entered into on June 26, 1998 by and among US LEC-NC, US LEC of Tennessee Inc., a Delaware corporation (“US LEC-TN”), US LEC of South Carolina Inc., a Delaware corporation (“US LEC-SC”), US LEC of Georgia Inc., a Delaware corporation (“US LEC-GA”), US LEC of Florida Inc., a North Carolina corporation (“US LEC-FL”) (US LEC-NC, US LEC-TN, US LEC-SC, US LEC-GA and US LEC-FL are referred to herein, collectively as “US LEC”) and BellSouth, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, each on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the “Act”) was signed into law on February 8, 1997; 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; and

WHEREAS, BellSouth and US LEC have not been able to reach agreement on the terms of the renewal of the Existing Agreement; and

WHEREAS, US LEC has requested that BellSouth make available the interconnection agreement executed between BellSouth and ALEC, Inc. dated June 15, 1997 (the “Interconnection Agreement”) 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, US LEC and BellSouth hereby agree as follows:

1. US LEC and BellSouth shall adopt the Interconnection Agreement in its entirety, along with any and all amendments to the Interconnection Agreement executed and approved by the appropriate state regulatory commission on or prior to the date of the execution of this Agreement. BellSouth represents that a true and complete copy of the Interconnection Agreement together with any amendments thereto (if any) is attached hereto as Exhibit 1. BellSouth further represents that the Interconnection Agreement in the form attached hereto as Exhibit 1 has been approved by the appropriate state regulatory body in each of the states identified above.

2. For the purposes of determining the expiration date pursuant to section III of the Interconnection Agreement, section III(A) shall remain unchanged; accordingly, the expiration date shall be June 15, 1999. For purposes of clarity, the Existing Agreement shall remain in full force and effect until November 1, 1998 and the adoption of this Interconnection Agreement

shall take effect beginning immediately after the expiration of the Existing Agreement on November 1, 1998 and shall continue until June 15, 1999

3. At least 30 days after execution, BellSouth shall provide and make available to US LEC a copy of all amendments to the Interconnection Agreement which are executed by BellSouth and ALEC, Inc. after the effective date of this Agreement. US LEC-NC shall notify BellSouth of acceptance or rejection of such amendment on behalf of any or all US LEC entities within 30 days of receipt of said amendment. Unless US LEC-NC so notifies BellSouth, any such amendments shall not be binding on any US LEC entity.

4. Notwithstanding the notice provisions of the Interconnection Agreement, all notices required to be given or which may be given under this Agreement or the Interconnection Agreement shall be in writing, and shall be deemed to have been duly given (a) when personally delivered, provided evidence of delivery is obtained, (b) two (2) business days after the day on which the same has been delivered prepaid to a national courier service providing evidence of delivery, or (c) three (3) business days after the deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, and addressed to the party to whom such notice is being given as follows:

BellSouth Telecommunications, Inc.

CLEC Account Team
19th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

US LEC (or any US LEC entity)
Until July 20, 1998:
212 South Tryon Street, Suite 1540
Charlotte, North Carolina 28281
Attn: Executive Vice President --
Regulatory & Administration

After July 20, 1998:
US LEC Corp.
US LEC of North Carolina Inc.
Transamerica Square
401 N. Tryon Street, Suite 1000
Charlotte, NC 28202
Attn: Executive Vice President --
Regulatory & Administration

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

5. BellSouth acknowledges that that US LEC-NC may be reorganized as a corporation by merging with a corporation organized under Delaware or North Carolina law, and hereby agrees that any such merger shall not effect the Interconnection Agreement or this Agreement so long as the surviving entity shall be controlled by US LEC Corp. US LEC-NC shall notify BellSouth promptly following any such merger of the name of the successor entity and its state of incorporation.

6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

7. This Agreement contains the final, complete and exclusive statement of the agreements between the parties relating to the adoption of the Interconnection Agreement contemplated by this Agreement, and all prior and contemporaneous written or oral agreements relating to the adoption of the Interconnection Agreement are merged herein and superseded.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives as of June 26, 1998.

BellSouth Telecommunications, Inc.

By: Signature on Original
Signature

Name: Jerry Hendrix

Title: Director-Interconnection Services

US LEC of North Carolina L.L.C.

US LEC of Tennessee Inc.

US LEC of South Carolina Inc.

US LEC of Georgia Inc.

US LEC of Florida Inc.

By: Signature on Original

Name: Gary D. Greffrath

Title: Executive Vice President -
Regulatory and Administration

**First Amendment to Agreement between
US LEC and BellSouth Telecommunications, Inc.**

This Amendment No. 1 ("First Amendment") is made effective as of November 14, 1998, to that certain Agreement entered into on June 26, 1998 between BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation ("BellSouth"), and US LEC OF NORTH CAROLINA INC., a North Carolina corporation and the successor of US LEC of North Carolina L.L.C. ("US LEC-NC"), US LEC OF TENNESSEE INC., a Delaware corporation ("US LEC-TN"), US LEC OF SOUTH CAROLINA INC., a Delaware corporation ("US LEC-SC"), US LEC OF GEORGIA INC., a Delaware corporation ("US LEC-GA"), and US LEC OF FLORIDA INC., a North Carolina corporation ("US LEC-FL") (collectively, "US LEC") (the "Existing Agreement").

A. The following affiliate of US LEC has been organized for the purpose of becoming certified as an ALEC in the following states where BellSouth has ILEC operations:

<u>Affiliate</u>	<u>State</u>
US LEC of Alabama Inc.	Alabama

B. US LEC and BellSouth desire to extend the Existing Agreement and admit US LEC of Alabama Inc., a North Carolina corporation ("US LEC-AL"), as a party to the Existing Agreement with the same rights and obligations thereunder as each US LEC affiliate.

In consideration of the premises and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Existing Agreement is hereby amended to add US LEC-AL to the Existing Agreement as a party thereto and to include US LEC-AL within the definition of "party".
2. From and after the date of this Agreement, the term "US LEC" as used in the Existing Agreement shall refer collectively to US LEC-NC, US LEC-GA, US LEC-TN, US LEC-FL, US LEC-SC and US LEC-AL.
3. Terms beginning with capital letters which are not otherwise defined in this Amendment shall be interpreted and construed with the same definition(s) and meaning(s) as set forth in the Existing Agreement.
4. In all other respects, the terms and conditions of the Existing Agreement shall remain in full force and effect.
5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

6. This Amendment contains the final, complete and exclusive statement of the agreements between the parties relating to the amendment of the Existing Agreement contemplated by this Amendment, and all prior and contemporaneous written or oral agreements relating to the addition of US LEC-AL are merged herein and superseded.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate originals as of the date first set forth above, and by executing this Amendment US LEC-AL agrees to be bound by the terms of the Existing Agreement, as amended by this Amendment, effective as of the date hereof.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Printed Name: _____
Title: _____

US LEC OF NORTH CAROLINA INC.
US LEC OF TENNESSEE INC.
US LEC OF SOUTH CAROLINA INC.
US LEC OF GEORGIA INC.
US LEC OF FLORIDA INC.
US LEC OF ALABAMA INC.

By: _____
Printed Name: Aaron D. Cowell, Jr.
Title: Executive Vice President and General Counsel

**Second Amendment to Agreement between
US LEC and BellSouth Telecommunications, Inc.
Dated June 26, 1998**

This Amendment No.2 ("Second Amendment") is made effective as of the December 7, 1998, to that certain Agreement entered into on June 26, 1998, as amended on November 14, 1998 ("the Existing Agreement"), between BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth"), and US LEC of North Carolina Inc. a North Carolina corporation ("US LEC-NC"), US LEC of Tennessee Inc., a Delaware corporation ("US LEC-TN"), US LEC of South Carolina Inc., a Delaware corporation ("US LEC-SC"), US LEC of Georgia Inc., a Delaware corporation ("US LEC-GA"), US LEC of Florida Inc., a North Carolina corporation ("US LEC-FL"), and US LEC of Alabama Inc., a North Carolina corporation (US LEC-AL") (collectively, "US LEC"). This Second Amendment may refer to either BellSouth or US LEC or both as a "Party" or "Parties".

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged US LEC and BellSouth hereby covenant and agree as follows:

1. The retail charges for non-consecutive DID numbers in the state of Tennessee are as provided in Exhibit 1, incorporated herein by this reference.
2. Either or both of the Parties is authorized to submit this Amendment to the Tennessee Regulatory Authority or other regulatory body having jurisdiction over subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.
3. This Amendment shall remain effective only for the remaining months of the existing Agreement, which existing Agreement shall expire on June 15, 1999.
4. All other provisions of the existing Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment, to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

US LEC of Tennessee Inc.

By: ON FILE

By: ON FILE

Printed Name: Jerry Hendrix

Printed Name: Aaron D. Cowell, Jr.

Title: Director – Interconnection Services

Title: Executive Vice President and
General Counsel

Date: 12/23/98

Date: 12/19/98

**Second Amendment to Agreement between
US LEC and BellSouth Telecommunications, Inc.**

EXHIBIT 1

US LEC TN98-6630-00

Scope Description: Non-consecutive DID numbers

Scope of Work: This Special Service Arrangement provides groups of 20 non-consecutive Direct Inward Dial numbers for established DID Service in Tennessee.

Rate Elements	Non-Recurring	Recurring
Tennessee		
1. Service Establishment Fee	\$630.00	\$.00
2. Each additional group of 20 non-Consecutive DID numbers, per DID Number (Notes 1-3)	\$1.25	\$.17

NOTES:

1. This service is only available in groups of 20 non-consecutive DID numbers.
2. Rates and charges for PBX Service and DID trunk terminations as specified in sections A3, A4, and A12.7 of the General Subscriber Services Tariff (GSST) and in addition to the rates and charges contained herein.
3. This service is in lieu of rates and charges for tariff USOC NDV reflected in Section A12.7 of the GSST.

**Third Amendment to Agreement between
US LEC
and
BellSouth Telecommunications, Inc.**

This Amendment ("Third Amendment") is made effective as of January 11, 1999 to that certain Agreement entered into on June 26, 1998, as amended on November 14, 1998 and December 23, 1998 ("the Existing Agreement"), between BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth"), and US LEC of North Carolina Inc, a North Carolina corporation ("US LEC-NC"), US LEC of Tennessee Inc., a Delaware corporation ("US LEC-TN"), US LEC of South Carolina Inc., a Delaware corporation ("US LEC-SC"), US LEC of Georgia Inc., a Delaware corporation ("US LEC-GA"), US LEC of Florida Inc., a North Carolina corporation ("US LEC-FL"), and US LEC of Alabama Inc., a North Carolina corporation (US LEC-AL") (collectively, "US LEC"). This Third Amendment may refer to either BellSouth or US LEC or both as a "Party" or "Parties".

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged US LEC and BellSouth hereby covenant and agree as follows:

1. The charges for Interexchange Traffic separation in the state of Florida are as provided in Exhibit 1, incorporated herein by this reference.
2. Either or both of the Parties is authorized to submit this Amendment to the Florida Public Service Commission or other regulatory body having jurisdiction over subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.
3. This Amendment shall remain effective only for the remaining months of the existing Agreement, which existing Agreement shall expire on June 15, 1999.
4. All other provisions of the existing Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment, to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

US LEC of Florida Inc.

By: Signature on File

By: Signature on File

Printed Name: Jerry Hendrix

Printed Name: Aaron D. Cowell, Jr.

Title: Director – Interconnection Services

Title: Executive Vice President and
General Counsel

Date: 2/16/99

Date: 2/09/99

**Third Amendment to Agreement between
US LEC
and
BellSouth Telecommunications, Inc.**

EXHIBIT 1

US LEC SE98-4374-00

Scope Description: Interexchange Traffic Separation

Scope of Work: This Special Service Arrangement provides Interexchange Traffic Separation in the state of Florida. The quote as indicated below represents the second phase of a three- phase process.

Rate Elements	Non-Recurring	Recurring
Florida		
1. Detail Quote Charge (per request)	\$281.00	\$0.00
2. Separate Interexchange traffic from other transient traffic in a 5ESS switch (per switch)	\$355.00	\$0.00
3. Separate Interexchange traffic from other Transient traffic in a DMS 100/200 switch (per switch)	\$180.00	\$0.00

NOTES:

All applicable rates and regulations for DS1 trunk service, as set forth in Section E6 of the Access Services Tariff, are applicable in addition to the rates and regulations contained in this Special Assembly.