

By and Between
BellSouth Telecommunications, Inc.
And
UniversalCom, Inc.

AGREEMENT

This Agreement, which shall be effective on July 1, 2001, is entered into by and between UniversalCom, Inc., ("UniversalCom") a Florida 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, UniversalCom has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and NewSouth Communications, Corp. dated May 18, 2001 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, UniversalCom and BellSouth hereby agree as follows:

1. UniversalCom and BellSouth shall adopt in its entirety the NewSouth Communications, Corp. Interconnection Agreement dated May 18, 2001 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 NewSouth Communications Corp. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement consists of the following:

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2. In the event that UniversalCom 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 UniversalCom 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 the General Terms and Conditions section of the NewSouth Communications, Corp. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to the General Terms and Conditions section of the NewSouth Communications, Corp. Interconnection Agreement, the effective date shall be May 18, 2001.

4. UniversalCom shall accept and incorporate any amendments to the NewSouth 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 19th Street
Birmingham, Alabama 35203
and

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

UniversalCom, Inc.

185 Stahlman Avenue
Destin, FL 32541
Attn: Tommy Williams
Tel: 850-337-0177

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.

Original signed

Signature

G. R. Follensbee

Name

Senior Director

7/3/01

Date

UniversalCom, Inc.

Original signed

Signature

Jake E. Jennings

Name

Vice President, Regulatory Affairs
Title

6/29/01

Date