EXECUTIVE SUMMARY of (Comm Depot, Inc.) BellSouth/DeltaCom Interconnection Agreement

Agreement Effective Date: November 11, 1998	Agreement Expiration Date: June 30, 1999
OCN:	GAC: 041
CIC (if applicable):	ACNA:
Negotiator: David W. Hitt	Negotiator Tel No: (404) 927-7518
Location of Executive Summary: s:\hendrix\	Location of Interconnection Agreement: s:\hendrix\

Please be advised that the above named CLEC has adopted the BellSouth Telecommunications, Inc./DeltaCom 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.

AGREEMENT

This Agreement, which shall become effective as of the <u>11th</u> day of <u>November</u>, 1998 is entered into by and between <u>Comm Depot</u>, Inc., ("Comm Depot"), a <u>Tennessee</u> 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, Comm Depot has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and <u>DeltaCom, Inc.</u> dated <u>March 12, 1997</u> 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, COMM DEPOT and BellSouth hereby agree as follows:

1. COMM DEPOT and BellSouth shall adopt in its entirety the <u>DeltaCom</u> Interconnection Agreement dated <u>March 12, 1997</u> 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 <u>DeltaCom</u> Interconnection Agreement and all amendments are attached hereto as Exhibit AA and incorporated herein by this reference.

2. The term of this Agreement shall be from the effective date, July 1, <u>1997</u> as set forth in section <u>XVII</u> and shall expire as set forth in section <u>XVII</u> of the <u>DeltaCom</u> Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section <u>XVII</u> of the <u>DeltaCom</u> Interconnection Agreement, the effective date shall be <u>July 1, 1997</u>.

3. COMM DEPOT shall accept and incorporate any amendments to the <u>DeltaCom</u> Interconnection Agreement executed 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 19th Street Birmingham, Alabama 35203

and

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

COMM DEPOT, Inc. 889 Bendix Drive Jackson, TN 38301 Attn: Richard C. Graves 901-426-1700

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.

COMM DEPOT, Inc.

<u>On File</u>

Signature

<u>Jerry Hendrix, Director</u> Name

<u>12/14/98</u> Date On File Signature

Richard C. Graves - President Name

12/8/98

Date