

AGREEMENT

This Agreement, which shall become effective as of the 5th day of November, 1998, is entered into by and between American Phone Corporation, ("American") a Delaware 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, American has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Utilicore Corporation dated February 2, 1998 for the state(s) 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, American and BellSouth hereby agree as follows:

1. American and BellSouth shall adopt in its entirety the Utilicore Corporation Interconnection Agreement dated February 9, 1998 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 Utilicore Corporation 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 2 of the Utilicore Corporation Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the Utilicore Corporation Interconnection Agreement, the effective date shall be February 9, 1998.
3. American shall accept and incorporate any amendments to the Utilicore Corporation 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

American Phone Corporation
Tom Beard
244 Shopping Avenue
Suite 166
Sarasota, Florida 34237

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.
Signature on File

Signature

Name

Date

American Phone Corporation
Signature on File

Signature

Name

Date