

**EXECUTIVE SUMMARY**  
**of**  
**Agreement between BellSouth Telecommunications, Inc. and Connect!**  
**to adopt the Non-Standard Interconnection Agreement between**  
**BellSouth Telecommunications, Inc. and ALEC, Inc. dated June 15, 1997**

<b>Agreement Effective Date: February 12, 1999</b>	<b>Agreement Expiration Date: June 15, 1999</b>
<b>Negotiator: Ida Bourne</b>	<b>Negotiator Tel No: 404-927-7511</b>
<b>Location of Executive Summary:</b> <b>s:\hendrix\morrison\contracts\bourne\Connect!</b>	<b>Location of Agreement and Amendment(s):</b> <b>s:\hendrix\morrison\contracts\bourne\Connect!</b>

Please be advised that the above named CLEC “Connect!”) has adopted the ALEC, Inc. Non-Standard 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  
by and between  
BellSouth Telecommunications, Inc. and Connect!  
to Adopt Interconnection Agreement  
by and Between  
BellSouth Telecommunications, Inc. and ALEC, Inc.  
dated June 15, 1997**

This Agreement, which shall become effective as of the 12th day of February, 1999, is entered into by and between CCCAL, Inc. d/b/a Connect!, an Alabama corporation; CCCFL, Inc., d/b/a Connect!, a Florida corporation; CCCGA, Inc. d/b/a Connect!, a Georgia corporation; CCCKY, Inc. d/b/a Connect!, a Kentucky corporation; CCCLA, Inc. d/b/a Connect!, a Louisiana corporation; CCCMS, Inc. d/b/a Connect!, a Mississippi corporation; CCCNC, Inc. d/b/a Connect!, a North Carolina corporation; CCCSC, Inc. d/b/a Total Connect!, a South Carolina corporation; and CCTN, Inc. d/b/a Connect!, a Tennessee corporation, collectively "Connect!", and each 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**, Connect! has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and ALEC, Inc. dated June 15, 1997 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, Connect! and BellSouth hereby agree as follows:

1. Connect! and BellSouth shall adopt in its entirety the ALEC, Inc. Interconnection Agreement dated June 15, 1997 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 ALEC, Inc. 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 III of the ALEC, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section III of the ALEC, Inc. Interconnection Agreement, the effective date shall be June 15, 1997.

3. Connect! shall accept and incorporate any amendments to the ALEC, Inc. 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 19<sup>th</sup> Street  
Birmingham, Alabama 35203

and

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

**Connect!**

Mr. Bill Jester  
124 W. Capitol S-250  
Little Rock, Arkansas 72201  
Phone: 501-401-7770  
Fax: 501-401-7799

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.**

**Connect!**

Signature on File  
Signature

Signature on File  
Signature

Jerry D. Hendrix  
Name Printed

Bill Jester  
Name Printed

Director-Interconnection Services  
Title

Vice President  
Title

2/16/99  
Date

2/12/99  
Date