

EXECUTIVE SUMMARY
of
Agreement between Connect! and BellSouth for the adoption of the
Intermedia Communications, Inc.
Non-Standard Interconnection Agreement

Agreement Effective Date: 09/15/99	Agreement Expiration Date: 12/31/99
Negotiator: Ida Bourne	Negotiator Tel No: 404-927-7511
Location of Executive Summary: t:\hendrix\morrison\contracts\bourne\Connect!	Location of Agreement and Amendment(s): t:\hendrix\morrison\contracts\bourne\Connect!

Please be advised that the above named CLEC has adopted the Intermedia Communications, 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 Intermedia Communications, Inc.
dated July 1, 1996

This Agreement, which shall become effective on the date executed by both BellSouth and Connect!, by and among 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 Total Connect!, a North Carolina corporation; CCCSC, Inc., d/b/a Total Connect! a South Carolina corporation; and CCCTN, Inc. d/b/a Connect!, a Tennessee corporation, collectively Connect!, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, 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, 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; and

WHEREAS, Connect! has requested that BellSouth make available the interconnection agreement executed between BellSouth and Intermedia Communications, Inc. ("ICI") dated July 1, 1996 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 ICI Interconnection Agreement dated July 1, 1996 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 ICI Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Exhibit 1 Cover Sheet	1
General Terms and Conditions	29
Attachment A	2
Attachment B-1	2
Attachment B-2	1
Attachment B-3	1
Attachment B-4	2
Attachment C-1 (incl. BAPCO Agreement Exhibit)	9
Attachment C-2	1
Attachment C-3	1
Attachment C-4	1
Attachment C-5 (incl. LIDB Agreement)	11
Attachment C-6	1
Attachment C-7	1
Attachment C-8	1
Attachment C-9	1
Attachment C-10	1
Attachment C-11	1
Attachment C-12 (incl. RAO Hosting & NSPRS Contract)	10
Attachment C-13 (incl. Rates & Zone office listing)	5
Attachment C-14	1
Attachment C-15	1
Attachment C-16	1
Attachment C-17	2
Attachment C-18	1
Attachment D	1
Amendment dated 02/24/97 (elim.threshold & CAP-repl.w/PLU)	2
Amendment dated 02/24/97 (UNE Loops, x-connect, dedicated transport & unbundled packet switching)	5
Amendment dated 06/03/98 (MTA Interconnection & delete Attachment B1 rates replacing said rates with the elemental billing structure at PSC ordered rates)	3
Amendment dated 02/26/99 (extend term of existing agreement to 12/31/99)	3
TOTAL	105

2. In the event that Connect! 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 Connect! 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 Section 1.A. of the February 16, 1999 Amendment to the ICI Interconnection Agreement.

4. Should ICI sign an amendment to its interconnection agreement replacing the existing rate elements for the End Office Interconnection/Switching, per minute of use element, for Call Transport and Termination for the states of Florida, Louisiana, and Mississippi to reflect the rates for this rate element in these states as ordered by the Florida Public Service Commission in Docket Numbers 960883-TP, 960846-TP, and 960916-TP, the Louisiana Public Service Commission in Docket Numbers U-22022/22093, and by the Mississippi Public Service Commission in Docket Number 96-AD-0559, then at such time Connect! agrees to amend immediately its interconnection agreement by replacing these same rates in accordance with the above mentioned Commission orders.

5. Connect! shall accept and incorporate any amendments to the ICI Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

6. 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, addressed 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

Connect!

Mr. Bill Jester
124 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

Bill Jester
Name

Senior Director-ICS Marketing
Title

Vice President
Title

09-15-99
Date

09-09-99
Date

EXHIBIT 1

**TO AGREEMENT
BY AND BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
CONNECT!**



**Amendment
Agreement by and between
BellSouth Telecommunications, Inc.
and Connect!
dated September 15, 1999**

This Agreement ("the Amendment") refers to the Interconnection Agreement (the "Agreement") entered into by and among 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 Total 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 BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, each on behalf of itself and its successors and assigns. This Amendment is made by and between Connect! and BellSouth and shall be deemed effective on the date executed by Connect! and BellSouth.

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, Connect! and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. Resale discounts displayed in Attachment "D", Applicable Discounts, to the Agreement shall be deleted in their entirety and replaced with the applicable resale discounts set forth in Exhibit A to this Amendment.
2. The Agreement shall be further amended to include Exclusion and Limitations on Services Available for Resale, as set forth in Exhibit B to this Amendment.
3. All other provisions of the Agreement dated September 15, 1999 shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the Alabama Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

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

Connect!

BellSouth Telecommunications, Inc.

Signature on File
Signature

Signature on File
Signature

Bill Jester
Name

Jerry D. Hendrix
Name

Vice President
Title

Sr. Director - Interconnection Services
Title

12/09/1999
Date

12/15/1999
Date

EXHIBIT A

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by CLEC-1 for the purposes of resale to CLEC-1 end users shall be available at the following discount off of the retail rate.

DISCOUNT*

STATE	RESIDENCE	BUSINESS	CSAs***
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if a CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

**EXCLUSIONS AND LIMITATIONS
ON SERVICES AVAILABLE FOR RESALE**

Type of Service		AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1.	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2.	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3.	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4.	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5.	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes
6.	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7.	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8.	AdWatch SM Svc (See Note 6)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9.	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10.	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11.	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12.	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13.	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Type of Service		MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount ?
1.	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2.	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3.	Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4.	Promotions - < 90 Days (Note 2)	Yes	No	No	No	Yes	No	No	No
5.	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6.	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7.	N11 Services	Yes	Yes	Yes	Yes	No	No	Yes	Yes
8.	AdWatch SM Svc (See Note 6)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9.	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No
10.	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11.	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12.	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13.	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No
14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes

Applicable Notes:

- Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
- Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
- In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - the stated tariff rate, less the wholesale discount;
 - the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
- Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Section A3 and A4 of the BellSouth General Subscriber Services Tariff.
- Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
- AdWatchSM service is tariffed as BellSouth® AIN Virtual Number Call Detail Service.