

EXECUTIVE SUMMARY
of
IntraLEC, Inc.

BellSouth/ACI Interconnection Agreement

Agreement Effective Date: July 22, 1999	Agreement Expiration Date: January 7, 2000
Negotiator: Pat Finlen	Negotiator Tel No: (404) 927-8389
Location of Executive Summary: T:\hendrix\Finlen\IntraLEC*.*	Location of Agreement and Amendment(s): T:\hendrix\Finlen\IntraLEC*.*

Please be advised that the above named CLEC has adopted the BellSouth/ACI 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 22nd day of July 22, 1999, is entered into by and between IntraLEC, Inc., ("IntraLEC") Georgia 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, IntraLEC has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and ACI Corp. dated January 8, 1999 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, IntraLEC and BellSouth hereby agree as follows:

1. IntraLEC and BellSouth shall adopt in its entirety the ACI Corp. Interconnection Agreement dated January 8, 1999 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 ACI Corp. Interconnection Agreement and all amendments are attached hereto as Exhibit A and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Exhibit A	1
Title Page	1
Table of Contents	1
General Terms and Conditions	27
Attachment 1	12
Attachment 2	53

Attachment 3	10
Attachment 4	42
Attachment 5	6
Attachment 6	6
Attachment 7	17
Attachment 8	2
Attachment 9	5
Attachment 10	141
Attachment 11	169
TOTAL	497

2. In the event that IntraLEC 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 IntraLEC 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 2 of the ACI Corp. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the ACI Corp. Interconnection Agreement, the effective date shall be January 8, 1999.

4. IntraLEC shall accept and incorporate any amendments to the ACI Corp. 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

IntraLEC, Inc.

Reggie McFarland
C/O Gerry, Friend, & Sapronov
Suite 1450
3 Ravina Drive
Atlanta, GA 30346-2131

and

Charles Hudak
C/O Gerry, Friend, & Sapronov
Suite 1450
3 Ravina Drive
Atlanta, GA 30346-2131

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
Jerry Hendrix

Name
July 22, 1999

Date

**IntraLEC, Inc.
Signature on File**

Signature
Reggie McFarland

Name
July 22, 1999

Date

**AMENDMENT TO THE
INTRALEC, INC. AND
BELLSOUTH INTERCONNECTION AGREEMENT
DATED
JULY 22, 1999**

Pursuant to this Amendment to the IntraLEC, Inc./BellSouth Interconnection Agreement (the "Amendment"), for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, IntraLEC, Inc. ("IntraLEC") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the IntraLEC/BellSouth Interconnection Agreement dated July 22, 1999 ("Interconnection Agreement").

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, IntraLEC and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will, upon request, provide IntraLEC Multiple Tandem Access for Local Interconnection as set forth below. The following provisions are hereby added to Attachment 3 of the Interconnection Agreement:

3.1 Multiple Tandem Access (MTA). BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of IntraLEC-originated intraLATA toll and local traffic, that is transported by BellSouth, by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, IntraLEC must still establish Points of Interconnection at all BellSouth access tandems where IntraLEC NXXs are "homed". If IntraLEC does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, IntraLEC can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where IntraLEC does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

3.1.1 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on IntraLEC's NXX Access Tandem homing arrangement as specified by IntraLEC in the national Local Exchange Routing Guide (LERG).

3.1.2 For IntraLEC-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.

3.1.3 The Parties agree that compensation for the BellSouth transport and/or termination of IntraLEC's local and intraLATA toll traffic will be billed on a

statewide basis at the applicable rates specified in Attachment 11 to this Agreement for local traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.

- 3.1.4 To the extent IntraLEC does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, IntraLEC must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent IntraLEC does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent IntraLEC routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, IntraLEC agrees to pay BellSouth the associated transport and termination charges.

2. All of the other provisions of the Agreement shall remain unchanged and in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies 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.

IntraLEC, Inc.

Original on File
Signature

R. P. McFarland
Printed Name

President
Title

11/22/99
Date

BellSouth Telecommunications, Inc.

Original on File
Signature

Jerry D. Hendrix
Printed Name

Sr. Director
Title

11/29/99
Date