

EXECUTIVE SUMMARY
of
(Light Networks, Inc.)
(all states except North Carolina)
BellSouth/MCI Standard Interconnection Agreement

Agreement Effective Date: July 23, 1999	Agreement Expiration Date: December 31, 1999
Negotiator: Pat Finlen	Negotiator Tel No: (404) 927-8389
Location of Executive Summary: t:\hendrix\Finlen\Light Networks*.*	Location of Agreement and Amendment(s): t:\hendrix\Finlen\Light Networks*.*

Please be advised that the above named CLEC has adopted the BellSouth/e●spire 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

This Agreement, which shall become effective as of the 23 day of July, 1999, is entered into by and between Light Networks, Inc., ("Light Networks") 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, Light Networks has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and e●spire Communications, Inc. dated July 25, 1996 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Light Networks and BellSouth hereby agree as follows:

1. Light Networks and BellSouth shall adopt in its entirety the e●spire Communications, Inc. (formerly known as American Communications, Services, Inc.) Interconnection Agreement dated July 25, 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 e●spire Communications, Inc. 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	1
Interconnection Agreement	104
Amendment dated 4/20/98	12
Amendment dated 12/21/98	6

Amendment dated 2/2/99	8
Amendment dated 4/19/99	174
TOTAL	308

2. In the event that Light Networks 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 Light Networks 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 Article XVII of the Interconnection Agreement and as amended by the Fourth Amendment dated April 19, 1999. For the purposes of determining the expiration date of this Agreement pursuant to Article XVII of the e●spire Communications, Inc. Interconnection Agreement, the effective date shall be July 25, 1996.

4. Light Network shall accept and incorporate any amendments to the e●spire Communications, Inc. 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

Light Networks Inc.
Jeff Smock
414 Summlin Terrace Lane
Atlanta, GA 30342

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.

Original on file
Signature

Jerry Hendrix
Name

August 10, 1999
Date

Light Networks

Original on file
Signature

Jeff Smock
Name

July 24, 1999
Date