

**EXECUTIVE SUMMARY**  
**of**  
**US LEC**  
**Non-Standard Interconnection Agreement**

<b>Agreement Effective Date: June 22, 1999</b>	<b>Agreement Expiration Date: December 31, 1999</b>
<b>Negotiator: Ida Bourne</b>	<b>Negotiator Tel No: 404-927-7511</b>
<b>Location of Executive Summary:</b> t:\hendrix\morrison\contracts\bourne\uslec	<b>Location of Agreement and Amendment(s):</b> t:\hendrix\morrison\contracts\bourne\uslec

Please be advised that the above named CLEC has adopted the Intermedia Communications, Inc. ("ICI") 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 US LEC**  
**to Adopt Interconnection Agreement**  
**by and between**  
**BellSouth Telecommunications, Inc. and Intermedia Communications, Inc.**  
**dated July 1, 1996**

This Agreement, which shall become effective as June 22, 1999 by and among US LEC of North Carolina Inc. ("US LEC-NC"), a Delaware corporation, US LEC of Tennessee Inc., a Delaware corporation ("US LEC-TN"), US LEC of South Carolina Inc., a Delaware corporation ("US LEC-SC"), US LEC of Georgia Inc., a Delaware corporation ("US LEC-GA"), US LEC of Florida Inc., a North Carolina corporation ("US LEC-FL"), US LEC of Alabama Inc. ("US LEC-AL"), a North Carolina corporation (US LEC-NC, US LEC-TN, US LEC-SC, US LEC-GA, US LEC-FL and US LEC-AL are referred to herein, collectively as "US LEC") and BellSouth Telecommunications, Inc., ("BellSouth"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, 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**, US LEC has requested that BellSouth make available the interconnection agreement in its entirety 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, US LEC and BellSouth hereby agree as follows:

1. US LEC 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	9
Attachment C-2	1
Attachment C-3	1
Attachment C-4	1
Attachment C-5	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	10
Attachment C-13	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	2
Amendment dated 02/24/97	5
Amendment dated 06/03/98	3
Amendment dated 02/26/99	3
<b>TOTAL</b>	<b>105</b>

2. In the event that US LEC 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 US LEC 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. US LEC shall accept and incorporate any amendments to the ICI 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, addressed 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

**US LEC**

Gary D. Grefrath  
Executive Vice President-Administration  
US LEC Corporation  
Transamerica Square  
401 Tryon Street, Suite 1000  
Charlotte, NC 28202

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.**

**US LEC**

Signature on File \_\_\_\_\_  
Signature

Signature on File \_\_\_\_\_  
Signature

Jerry D. Hendrix \_\_\_\_\_  
Name

Gary Grefrath \_\_\_\_\_  
Name

Senior Director-ICS Marketing \_\_\_\_\_  
Title

EVP-Admin. \_\_\_\_\_  
Title

6/30/99 \_\_\_\_\_  
Date

6/28/99 \_\_\_\_\_  
Date