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BellSouth Telecommunications, Inc. 850 224-7798
Suite 400 Fax 850 224-5073
150 South Monroe Street
Tallahassee, Florida 32301-1556

Marshall M. Criser, III
Regulatory Vice President

RECORDS AND
REPORTING

December 28, 1998

9818H-TP

Ms. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Interconnection Agreement between BellSouth Telecommunications, Inc. and
Dixie-Net Communications, LLC.

Dear Ms. Bayo:

On December 15, 1998 BellSouth Telecommunications, Inc. filed for approval of an interconnection agreement negotiated between BellSouth Telecommunications, Inc. and Dixie-Net Communications, LLC. However, part of the agreement showing the terms negotiated between BellSouth Telecommunications, Inc. and Dixie-Net Communications, LLC was inadvertently left out. Dixie-Net has adopted in its entirety the Delta-Com, Inc. Interconnection Agreement. Therefore, we are submitting to the Florida Public Service Commission for your approval that portion of the agreement that was left out in addition to what was filed on December 15, 1998.

Yours very truly,

Marshall M. Criser III
Regulatory Vice President
(2)

- ACK _____
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AGREEMENT

This Agreement, which shall become effective as of the 20th day of November, 1998, is entered into by and between Dixie-Net Communications, L.L.C., ("Dixie-Net"), a Mississippi 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, Dixie-Net has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and DeltaCom, Inc. effective July 1, 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, Dixie-Net and BellSouth hereby agree as follows:

1. Dixie-Net and BellSouth shall adopt in its entirety the DeltaCom, Inc. Interconnection Agreement effective July 1, 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 DeltaCom, 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 XVII. of the DeltaCom, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section XVII of the DeltaCom, Inc. Interconnection Agreement, the effective date shall be July 1, 1997.
3. BellSouth shall provide and make available to Dixie-Net a copy of all amendments to the DeltaCom, Inc. Interconnection Agreement executed after the effective date of this Agreement. Dixie-Net shall notify BellSouth of acceptance or rejection of the amendment within 30 days of receipt of said amendment. Dixie-Net shall accept and incorporate any amendments to the

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DeltaCom, 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 19th Street
Birmingham, Alabama 35203

and

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

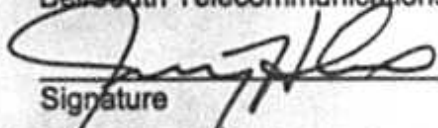
and

Dixie-Net Communications, L.L.C.
10590 Highway 15 South
Ripley, MS 38663

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.

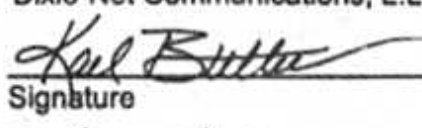
BellSouth Telecommunications, Inc.


Signature

Jerry D. Hewalyn
Name

11/20/98
Date

Dixie-Net Communications, L.L.C.


Signature

KARL Bullock
Name

11-6-98
Date