

Agreement to Adopt Arbitrated Interconnection Agreement

This Agreement to Adopt Arbitrated Interconnection Agreement (the "Adoption Agreement") is effective as of the 9th day of June, 1997, by and between North County Communications Corporation, a California corporation, ("Interconnector"), a Competitive Local Exchange Carrier and U S WEST Communications, Inc., a Colorado corporation ("USWC") (collectively, "the Parties").

Recitals:

WHEREAS, Interconnector is a Telecommunications Carrier, as defined in the Telecommunications Act of 1996 (the "Act"), operating or intending to operate within the State of Washington (the "Said State"); and

WHEREAS, the Parties desire to establish the terms, conditions, and prices for network interconnection, access to unbundled network elements, provision of ancillary network services, and provision of retail services available for resale within the Said State; and

WHEREAS, the Parties have commenced negotiations for interconnection of their networks, reciprocal compensation, resale of services, sale of unbundled network elements, and sale of ancillary network services, pursuant to the Act; and

WHEREAS, the Act has specific requirements for interconnection, unbundling, and service resale, commonly referred to as the "checklist," and the Parties desire that their arrangements meet those checklist requirements; and

WHEREAS, USWC and MFS Intelenet, Inc. (the "Other Carrier") have previously reached an impasse in similar negotiations for a similar arrangement in the Said State, and the Other Carrier petitioned the Washington Utilities and Transportation Commission (the "Commission") to arbitrate and resolve the disputed issues between it and USWC; and

WHEREAS, the Commission issued its order resolving the disputed matters between USWC and the Other Carrier, and pursuant to that order, a document was filed with the Commission which incorporated the terms of the Commission's resolution of the disputed issues and the terms that USWC and the Other Carrier had agreed upon (the "Interconnection Agreement"); and

WHEREAS, the Commission approved the Interconnection Agreement by its order dated January 8, 1997, (the "Final Order"); and

WHEREAS, the Parties believe that the Act permits the Interconnector to select, as the terms, conditions, and prices for network interconnection, access to unbundled network elements, provision of ancillary network services, and provision of retail services available for resale, the entire arrangement that is effective with another telecommunications carrier within a particular state; and

WHEREAS, Interconnector desires to select the terms, conditions, and prices for network interconnection, access to unbundled network elements, provision of ancillary network services, and provision of retail services available for resale, in the entire Interconnection Agreement, as approved by the Final Order;

Accordingly, Interconnector hereby selects and agrees to the terms, conditions, and provisions of the Interconnection Agreement, as approved by the Final Order, as and for the terms, conditions, and prices for network interconnection, access to unbundled network elements, provision of ancillary network services, and provision of retail services available for resale.

Now, therefore, for and in consideration of the foregoing, and as hereinafter set forth below, the Parties agree as follows:

1. Under separate cover, USWC has provided to Interconnector a duplicate copy of the Interconnection Agreement, as approved by the Final Order. As soon as practicable, but in any event within one week, the Parties shall cause a copy thereof to be re-typed, correcting the name of the Other Carrier to the name of the Interconnector, changing the individuals and addresses for notices, and making like ministerial changes, so that the Interconnector and USWC will be able to deliver an interconnection agreement to the Commission for its approval as the arrangement for interconnection between the Interconnector and USWC.

2. The Parties agree to use their best efforts to make the filing of their interconnection arrangement with the Commission as soon as practicable, and the Parties shall request the Commission to expedite its action upon this arrangement for interconnection between them (the "Parties' Interconnection Agreement").

3. Notwithstanding the mutual commitments set forth herein, the Parties are entering into this Adoption Agreement and the Parties' Interconnection Agreement without prejudice to any positions they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements in this Adoption Agreement and the Parties' Interconnection Agreement. During the proceeding in which the Commission is to review and approve the Parties' Interconnection Agreement, USWC may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the Final Order.

4. The Parties' Interconnection Agreement may contain provisions which exist, in large part, based on the determinations and decisions of the Federal Communications Commission (the "FCC") and the Commission under and with respect to the Act. The FCC's determinations are under review in the U.S. Court of Appeals for the Eighth Circuit, and certain of the FCC's determinations have been stayed by that Court. The Commission's determinations may be under or subject to appeal or review by the appropriate Court. To the extent that some or all or any portion of these determinations are reversed, vacated, or otherwise changed by a court of competent jurisdiction, so that the determination or a portion of the determination is not applicable to the Parties' arrangements in the Said State, or the Interconnection Agreement is modified as a result of settlement negotiations between USWC and the Other Carrier, the Parties'

Interconnection Agreement, and if appropriate, this Adoption Agreement, shall be modified to comport with the final court decision(s) and subsequent FCC rules and subsequent Commission determinations adopted to comply with the court's decisions or future settlement agreements between USWC and the Other Carrier.

5. It is understood that USWC is not willing to agree to permit Interconnector to select anything less than the entire Interconnection Agreement, as approved by the Commission in the Final Order.

6. This Adoption Agreement shall be binding upon and inure to the benefit of the Parties. It shall not merge into the Parties' Interconnection Agreement, if and when the Parties' Interconnection Agreement is approved by the Commission, but it shall continue as the separate, complementary agreement of the Parties until the Parties' Interconnection Agreement is canceled, terminated, or superseded.

7. This Adoption Agreement may be executed in any number of counterparts, each of which shall be deemed an original but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

North County Communications Corporation

BY:
Todd Lesse
Signature
Todd Lesse
Name Printed/Typed
Operations
Title
6-24-97
Date

U S WEST Communications, Inc.

Kathy Fleming
Signature
Kathy Fleming
Name Printed/Typed
Executive Director - Interconnect
Title
6/25/97
Date