

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of January 13, 1999

by and between

BELL ATLANTIC -VIRGINIA, INC.

and

CAVALIER TELEPHONE, L.L.C.

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement (this "Agreement"), under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"), is effective as of the 13th day of January, 1999 (the "Effective Date"), by and between Bell Atlantic - Virginia, Inc. ("BA"), a Virginia corporation with offices at 600 East Main Street, Richmond, Virginia 23261, and Cavalier Telephone, L.L.C., ("Cavalier") a Virginia corporation with offices at 2134 W. Laburnum Avenue, Richmond, Virginia 23227 (each a "Party" and, collectively, the "Parties").

WHEREAS, Cavalier has requested that BA make available to Cavalier Interconnection service and unbundled Network Elements upon the same terms and conditions as provided in the Interconnection Agreement (and amendments thereto) between MCImetro Access Transmission Services of Virginia, Inc. and BA, dated as of July 17, 1997, for Virginia, approved by the Commission under Section 252 of the Act (the "Separate Agreement") and attached as Appendix 1 hereto; and

WHEREAS, BA has undertaken to make such terms and conditions available to Cavalier hereby only because of and, to the extent required by, Section 252(i) of the Act.

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, Cavalier and BA hereby agree as follows:

1.0 Incorporation of Appendices by Reference

1.1 Except as expressly stated herein, the terms and conditions of the Separate Agreement (as set forth in Appendix 1 hereto), as it is in effect on the date hereof after giving effect to operation of law, and of the other Appendices hereto are incorporated by reference in their entirety herein and form an integral part of this Agreement.

1.2 References in Appendix 1 hereto to between MCImetro Access Transmission Services of Virginia, Inc. or to MCI shall for purposes of this Agreement be deemed to refer to Cavalier.

1.3 References in Appendix 1 hereto to the "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date first written above. Unless terminated earlier in accordance with the terms of Appendix 1 hereto, this Agreement shall continue in effect until the Separate Agreement expires or is otherwise terminated.

1.4 All references in Appendix 1 hereto to "800/888" shall be deleted in their entirety and replaced with the following: "800/888/877".

1.5 All usage data to be provided pursuant to Attachment VIII Sections 3.1.3.8 and 3.1.3.9 of Appendix 1 hereto shall be sent to the following address on behalf of Cavalier:

Cavalier Telephone, L.L.C.
Attn: Comptroller
2134 W. Laburnum Avenue
Richmond, Virginia 23227

1.6 All notices, affidavits, exemption-certificates or other communications to Cavalier under Part A Section 27.7 of Appendix 1 hereto shall be sent to the following address:

Cavalier Telephone, L.L.C.
Attn: Comptroller
2134 W. Laburnum Avenue
Richmond, Virginia 23227

1.7 All notices, affidavits, exemption-certificates or other communications to BA under Part A Section 27.7 of Appendix 1 hereto shall be sent to the following address:

Tax Administration
Bell Atlantic Corporation
1095 Avenue of the Americas
Room 3109
New York, New York 10036
Telephone: (212) 395-1280
Facsimile: (212) 597-2915

1.8 Notices to Cavalier under Part A Section 14 of Appendix 1 hereto shall be sent to the following address:

Cavalier Telephone, L.L.C.
Attn: VP Regulatory
2134 W. Laburnum Avenue
Richmond, Virginia 23227

1.9 Notices to BA under Part A Section 14 of Appendix 1 hereto shall be sent to the following address:

President - Telecom Industry Services
Bell Atlantic Corporation
1095 Avenue of the Americas
40th Floor
New York, New York 10036

Facsimile: (212) 597-2585

with a copy to:

Bell Atlantic Network Services, Inc.
Attn: Mr. Jack H. White,
Associate General Counsel
1320 N. Court House Road, 8th Floor
Arlington, Virginia 22201
Telephone: (703) 974-1368
Facsimile: (703) 974-0744

with a copy to:

Bell Atlantic Corporation
Attn: Warner Brundage
General Counsel
600 East Main Street
24th Floor
Richmond, Virginia 23261
Facsimile: (804) 772-2143

1.10 A new Schedule 12.3 is hereby added to Appendix 1 hereto, as set forth in Appendix 2 hereto.

1.11 Attachment VI of Appendix 1 is hereby deleted in its entirety and replaced by Appendix 3 hereto.

2.0 Clarifications

2.1 BA has entered into this Agreement in accordance with the requirements of 47 USC § 252(i), but has advised Cavalier that BA disputes the applicability of the Separate Agreement's Reciprocal Compensation arrangements to traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission ("Internet Traffic"), (herein the "Disputed Issue"). Cavalier believes that the Separate Agreement's Reciprocal Compensation arrangements apply to Internet Traffic but acknowledges that there is no meeting of the minds between the Parties as to the Disputed Issue, and that BA's execution of this Agreement does not constitute a voluntary adoption or reaffirmation of the Separate Agreement, an admission that any provision of the Separate Agreement (or Cavalier's interpretation thereof) is lawful or reasonable, or a release or waiver of BA's claims and defenses pertaining to the Disputed Issue. The entry into, filing and performance by the Parties of this Agreement does not in any way constitute a waiver by either Party of any of the rights and remedies it may have to seek review of any of the provisions of this Agreement or the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any

determination made by any of them, or to seek enforcement or review in any way of any portion of this Agreement or the Separate Agreement in connection with the Disputed Issue or Cavalier's election under 47 USC § 252(i).

2.2 The Parties agree that if any judicial or regulatory authority of competent jurisdiction determines (or has determined) that BA is not required to furnish any service or item or provide any benefit to Telecommunications Carriers otherwise required to be furnished or provided to Cavalier hereunder, then BA may, at its sole option, avail itself of any such determination by providing written notice thereof to Cavalier.

2.3 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that BA shall only be required to provide Combinations and any services related to its provision of Combinations to the extent (a) required by Applicable Law or (b) mutually agreed to by the Parties in writing after the date hereof.

2.4 For the avoidance of doubt, the Parties acknowledge and agree that the term "Dedicated Transport", as described in Section 10 of Attachment III of Appendix 1 hereto includes subscriber premises only if such premises contain Central Office switching equipment used for interoffice transmission to and from the other end of the Dedicated Transport path.

2.5 The entry into, filing and performance by BA of this Agreement does not in any way constitute a waiver by BA of any of the rights and remedies it may have to seek review of any of the provisions of the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek review in any way of any portion of this Agreement in connection with Cavalier's election under Section 252(i) of the Act.

2.6 Notwithstanding any other provisions of this Agreement, BA shall have no obligation to perform under this Agreement until such time as Cavalier has obtained a Certificate of Public Convenience and Necessity ("CPCN") or such other Commission authorization as may be required by law as a condition for conducting business in the Commonwealth of Virginia as a local exchange carrier

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 13th day of January, 1999.

CAVALIER TELEPHONE, L.L.C.

BELL ATLANTIC-VIRGINIA, INC.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner _____

Title: _____

Title: Vice-President - Interconnection Services
Policy & Planning