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INTERIM TRAFFIC TERMINATION AND BILLING AGREEMENT

This INTERIM TRAFFIC TERMINATION AND BILLING AGREEMENT ("Agreement") is effective as provided herein by and between MCImetro Access Transmission Services, Inc., a Delaware corporation, ("MCI"), and Vista-United Telecommunications, a Florida general partnership ("VISTA"). (Collectively, VISTA and MCI shall be referred to as the "Parties". "Party" shall be the singular reference to "Parties").

WITNESSETH:

WHEREAS, this Agreement sets forth the provisions under which MCI and VISTA will provide for originating, terminating, and/or transporting "Toll Traffic" (as defined hereinbelow in subsection 2.1.2) and "Local Traffic" (as defined hereinbelow in subsection 2.1.2) between the facilities operated by the Parties. This Agreement also sets forth the terms and conditions for the handling of telecommunications services for which charges are billed and collected by one Party for the other Party;

WHEREAS, this Agreement covers only traffic provided through the use of feature group type C access, feature group type D terminating access, or feature group type D originating access in those cases where either Party is the provider of services selected by an end-user, to the other Party's end offices;

WHEREAS, this Agreement is intended to fulfill VISTA'S obligations under subsection 251 (a) of the Communications Act, as amended by the Telecommunications Act of 1996 ("Act"). This Agreement covers only the exchange of "Local Traffic" (as defined hereinbelow in subsection 2.1.2) and "Toll Traffic" (as defined hereinbelow in subsection 2.1.2) which either MCI originates outside of VISTA's certificated service area and terminates inside VISTA's certificated service area; or VISTA originates inside of VISTA's certificated service area and terminates on MCI's network outside of VISTA's certificated service area, as described in each of the Party's respective applicable tariffs on file with the Florida Public Service Commission ("Commission"), and is intended only to replicate the arrangements currently existing by and between VISTA and its neighboring incumbent local exchange companies for the exchange of "Local Traffic" (as hereinafter defined in subsection 2.1.2); and

WHEREAS, it is specifically understood and agreed to by the Parties that nothing in this Agreement shall be construed as an attempt to reach agreement regarding matters contained in subsections 251 (b) and (c) of the Act; nor shall any act or omission of VISTA or any provision of this Agreement be construed as a waiver of VISTA'S rights under subsection 251 (f) of the Act.

NOW, THEREFORE, in consideration of the mutual obligations as set forth below the Parties hereby agree as follows:

4. COMPENSATION ARRANGEMENT

4.1. Toll Traffic.

Toll Traffic will be intra local access and transport area ("LATA") traffic where originating or terminating points are within the same LATA. For purposes hereof, "LATA" shall mean local access and transport area as defined in subsection 3(a)(43) of the Act.

4.2. Compensation Arrangement.

The Parties agree to compensate each other for the termination of Local Traffic and intraLATA Toll Traffic pursuant to this Agreement in accordance with the following:

4.2.1. Each Party shall generate a monthly bill for intraLATA Toll Traffic, as applicable, to the other Party for traffic terminating to its end offices.

4.2.2. Compensation for termination of Local Traffic will be by "Mutual Traffic Exchange." For purposes hereof, "Mutual Traffic Exchange" shall mean a form of compensation in which one Party is compensated for terminating the other Party's Local Traffic through the reciprocal termination of its traffic by the other Party.

4.2.3. Compensation for termination of Toll Traffic shall be calculated by applying the access rates set forth in the tariff or price list, filed by or on behalf of each Party with the Commission. As rates change, the latest effective rates will be used. Switched access service is intended to compensate the Parties pursuant to this Agreement, when the Parties provide: (i) loop, drop and associated equipment from the end office to the end user (carrier common line); (ii) end office switching functions (traffic sensitive), local switching including, line termination and intercept (applicable only if the element is included in such Party's intrastate access tariff or price list); and (iii) local transport facilities.

4.2.4. The Parties agree that the following billing percentages apply for the calculation of common transport charges from intraLATA Toll Traffic: For Toll Traffic originating from OBTS and terminating to VISTA, the percentage of transport billed by OBTS will be fifty-two percent (52%) based upon the location of the Meet Point shown in Attachment "B" attached hereto. For Toll Traffic originating from VISTA and terminating to OBTS, the percentage of transport billed by VISTA will be forty-eight percent (48%) based upon the location of the Meet Point shown in Attachment "B" attached hereto.

4.2.5. All compensation payable pursuant to this Agreement for termination of traffic shall be payable within thirty (30) days of the bill date.

6. OPERATOR SERVICES.

6.1. Operator Services.

Each Party will be responsible for maintaining its own customer information in currently available databases used in the provision of miscellaneous intercompany operator services (i.e. local assistance, directory assistance, directory assistance call completion, busy line verification/interrupt).

7. AUDITS.

7.1. Audits.

Each Party will keep adequate records of all collection, payments and other transactions hereunder. Upon thirty (30) days prior written notice, either Party may request an audit of the usage reports or billing data supplied by the other Party hereunder and any such audit shall be accomplished during normal business hours at the office designated by the Party being audited. Audit requests shall not be submitted more frequently than one time per calendar year. Audits may be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. A request for an audit must be received within one year of receipt of the records or usage reports from the audited Party. Auditors hereunder shall not be compensated on a contingent fee basis.

8. GOVERNING LAW.

8.1. Governing Law.

This Agreement shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, and, where applicable, the laws of the United States of America.

9. ENTIRE AGREEMENT: NO OFFER.

9.1. Entire Agreement: No Offer.

This Agreement contains the entire Agreement of VISTA and MCI with respect to the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of any force or effect. This Agreement shall be modified only by a written agreement executed by both Parties with the same formalities as this Agreement. All prior agreements or communications that are the subject matter of this Agreement are and shall be merged into this Agreement and shall have no force or effect. Neither any submission of this Agreement by one Party to the other, nor any correspondence or other communications between the Parties in connection therewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the Parties unless and until one or more duplicates of this Agreement has been fully executed and delivered between the Parties. Accordingly, any such submission, communications

or correspondence between the Parties or their respective agents or attorneys is intended only as non-binding discussions prior to such execution, and either Party shall have the absolute right to withdraw from such discussions without any liability whatsoever to the other Party prior to such execution.

10. REPRESENTATIONS AND WARRANTIES.

10.1. MCIIm Representations.

MCIIm represents and warrants to VISTA the following:

10.1.1. MCIIm is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized to transact business in the State of Florida;

10.1.2. MCIIm, and the undersigned signatories executing this Agreement on behalf of MCIIm, are duly authorized and empowered to enter into this Agreement with VISTA;

10.1.3. To the best of the undersigned's actual knowledge, neither the entering into of this Agreement nor the performance or satisfaction by MCIIm of its obligations and liabilities hereunder nor the exercise by MCIIm of any of its rights or options hereunder, will constitute or result in a violation or breach by MCIIm of any judgment, order, writ, injunction or decree issued against or imposed upon it, or to the best of the undersigned's actual knowledge will result in a violation of any applicable Law;

10.1.4. To the best of the undersigned's actual knowledge and belief after reasonable inquiry, there is no action, suit, proceeding or investigation pending or threatened, which would prevent, impair or which questions the validity or enforceability of this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality; and

10.1.5. Except as provided in subsection 19.1.1 of this Agreement, no further approval, consent, order or authorization of, or designation, registration or filing with, the United States and any state, county, city or political subdivision thereof, and any board, bureau, council, commission, department, agency, court, legislative body or other instrumentality of the United States or any state, county, city or political subdivision thereof including, without limitation, the Reedy Creek Improvement District, a political subdivision of the State of Florida (collectively, "Governmental Authority"), is required in connection with the due and valid execution and delivery of this Agreement and compliance with the provisions hereof by MCIIm.

10.1.6. MCIIm shall perform its obligations hereunder using reasonable care.

11.1.2. Neither Party shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

11.1.3. Each Party assumes no liability for the accuracy of data provided by a third party and each Party agrees to indemnify and hold harmless the other Party for any third party claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.

11.1.4. MCI and VISTA shall each indemnify and hold harmless the other, the other's "Affiliates" and their respective officers, director, employees and agents of each from all liabilities, damages, costs and expenses (including reasonable counsel fees) incurred in connection with any claim arising out of such party's breach of any representation, warranty or obligation hereunder. For purposes hereof "Affiliates" shall mean as to any entity, any other entity which is controlled by, controls, or is under common control with such entity. The term "control" (including, the terms "controlled," "controlled by" and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity. The term "Affiliates" shall be the plural reference to "Affiliate."

11.1.5. The Party seeking indemnification under this Agreement (the "Indemnified Party") shall give notice to the Party required to provide indemnification hereunder (the "Indemnifying Party") promptly after the Indemnified Party has actual knowledge of any claim as to which indemnity may be sought hereunder. The Indemnified Party shall permit the Indemnifying Party (at the Indemnifying Party's expense) to assume the defense of any claim or litigation resulting therefrom; provided, that: (i) counsel for the Indemnifying Party who shall conduct the defense of such claim or litigation shall be reasonably satisfactory to the Indemnified Party; (ii) the Indemnified Party may participate in such defense, but only at the Indemnified Party's own cost and expense; and (iii) the omission by the Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its indemnification obligations hereunder except to the extent that such omission results in a failure of actual notice to the Indemnifying Party and the Indemnifying Party is damaged as a result of such failure to give notice.

11.1.6. The Indemnifying Party shall not, except with the consent of the Indemnified Party, consent to entry of any judgment or administrative order or enter into any settlement that: (i) could affect the intellectual property rights of the Indemnified Party; or (ii) does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party of a release from all liability with respect to such claim or litigation.

11.1.7. In the event that the Indemnified Party shall reasonably and in good faith determine that the conduct of the defense of any claim subject to the indemnification hereunder or any proposed settlement of any such claim by the Indemnifying Party might be expected to affect adversely the Indemnified Party's intellectual property rights or ability to conduct future business, the Indemnified Party shall have the right at all times to take over and assume control

over the defense, settlement negotiations or lawsuit relating to any such claim at the sole cost and expense of the Indemnifying Party; provided that if the Indemnified Party does so take over and assume control, the amount of the indemnity required to be paid by the Indemnifying Party shall be limited to the amount which the Indemnifying Party is able to demonstrate that it could have settled the matter for immediately prior to the time of such assumption.

11.1.8. In the event that the Indemnifying Party does not accept the defense of any matter as above provided, the Indemnified Party shall have the full right to defend against any such claim or demand, and shall be entitled to settle or agree to pay in full such claim or demand, in its sole discretion without waiving its right to indemnification hereunder.

11.1.9. The provisions of this Article 11 shall survive the expiration or sooner termination of this Agreement.

12. ASSIGNMENT AND BINDING EFFECT.

12.1. Assignment and Binding Effect.

Neither Party may assign, transfer, or sublease (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party (including, a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its operations, assets or equity in Florida) without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer not permitted under this Agreement shall be void ab initio. Without limiting the foregoing, with respect to any approved assignment, transfer and/or sublease hereunder, the assignor, transferor, and/or sublessor, as the case may be, shall be released from the rights, duties and obligations in this Agreement and such rights, duties and obligations shall extend to, be binding upon and inure to the benefit of such assignee, transferee and/or sublessee, as the case may be.

13. RIGHTS CUMULATIVE.

13.1. Rights Cumulative.

All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by Law.

14. FORCE MAJEURE.

14.1. Force Majeure.

Except as otherwise expressly provided in this Agreement, and except with respect to any failure to pay any sum due hereunder as a result of bankruptcy, insolvency or refusal or inability to pay, if either Party shall be delayed or hindered in whole or in part, or prevented from, the performance of any non-monetary covenant or obligation hereunder as a result of acts of God, fire or other casualty, earthquake, hurricane, flood, epidemic, landslide, enemy act, war, riot,

the revised interconnection arrangements become effective, the Parties shall continue to exchange traffic pursuant to the terms of this Agreement.

19.1.4. The Parties acknowledge that this Agreement does not cover all aspects of the exchange of local and intraLATA toll traffic under the Act. If changes in business plans, traffic volumes or network configurations warrant, other exchanges of traffic between the Parties will be negotiated on a nondiscriminatory basis.

19.1.5. This Agreement shall have no precedential effect in the event the Parties negotiate or arbitrate a definitive agreement pursuant to subsections 251(b) and (c) of the Act as applicable.

20. NOTICES.

20.1. Notices Requirements.

Any notice, demand, request, offer, consent, approval or communication to be provided under this Agreement shall be in writing and shall be deemed received: (i) two business days after it is deposited, postage prepaid, in the United States mail, certified or registered mail with a return receipt requested, addressed (as the case may be) to VISTA at VISTA's address shown herein, or to MCI at the address of MCI shown herein; (ii) the next day after it is deposited with a nationally recognized and reputable air courier addressed (as the case may be) to VISTA at VISTA's address shown herein, or to MCI at the address of MCI shown herein; or (iii) the same day it is personally delivered (as the case may be) to VISTA at VISTA's address shown herein, or to MCI at the address of MCI shown herein.

20.2. Notices Addresses.

Notices Addresses for the Parties are set forth as follows:

MCImetro Access Transmission Services, Inc.
c/o MCI Carrier Management
780 Johnson Ferry Road
Atlanta, Georgia 30342
Attention: Ms. Page Stevens

with a copy to:

MCI Communications Corporation
8521 Leesburg Pike
Vienna, Virginia 22182
Attention: Michelle Berkovitz, Esq.
Associate Commercial Counsel/Law and
Public Policy

Parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and expressly waive all rights to trial by jury regarding any such matter.

27. RELATIONSHIP DISCLAIMER.

27.1. Relationship Disclaimer.

The Parties hereby acknowledge that it is not their intention to create between themselves a partnership, joint venture, fiduciary, employment or agency relationship for the purposes of this Agreement, or for any other purpose whatsoever. Accordingly, notwithstanding any expressions or provisions contained herein or in any other document, nothing in this Agreement or in any documents executed or delivered or to be executed or delivered shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, fiduciary, employment or agency relationship of any kind or nature whatsoever between the Parties hereto.

27.2. Construction of Agreement.

This Agreement has been fully reviewed and negotiated by the Parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which Party hereto or its counsel drafted the provisions being interpreted.

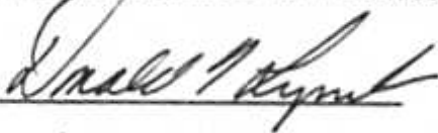
28. EXECUTION.

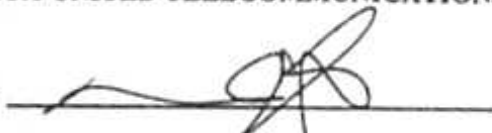
28.1. Execution.

MCIm and VISTA hereby authorize and execute this Agreement.

MCIMETRO ACCESS TRANSMISSION

VISTA-UNITED TELECOMMUNICATIONS

By: 

By: 

Name: Donald Lynch

Name: Richard J. Wiedenbeck

Its: Senior Vice President

Its: Acting General Manager

Date: 4/11/97

Date: 4/11/97

ATTACHMENT "A"

Exchanges

1. MCIm Exchanges include:

NPA-NXX	End Office CLLI	EO Vert	EO Horz	Serving	Local	Toll
A. 407-512				East Orange	M,N,O,P,Q,R,S,T	
B. 407-541				Orlando	M,N,O,P,Q,R,S,T	
C. 407-542				Oviedo		M,N,O,P,Q,R,S,T
D. 407-548				Sanford		M,N,O,P,Q,R,S,T
E. 407-549				Lake Mary		M,N,O,P,Q,R,S,T
F. 407-565				Apopka	M,N,O,P,Q,R,S,T	
G. 407-577				Montverde	M,N,O,P,Q,R,S,T	
H. 407-584				Reedy Creek	M,N,O,P,Q,R,S,T	
I. 407-612				Windermere	M,N,O,P,Q,R,S,T	
J. 407-614				Winter Garden	M,N,O,P,Q,R,S,T	
K. 407-618				Winter Park	M,N,O,P,Q,R,S,T	
L. 407-670				Maitland	M,N,O,P,Q,R,S,T	

2. VISTA Exchanges include:

NPA-NXX	End Office CLLI	EO Vert	EO Horz	Serving	Local	Toll
M. 407-560	LKBNFLXBDSO	7998	1041	LBV	A,B,F,G,H,I,J,K,L	C,D,E
N. 407-566	LKBNFLXBDSO	7998	1041	Celebration	A,B,F,G,H,I,J,K,L	C,D,E
O. 407-824	LKBNFLXBDSO	7998	1041	LBV	A,B,F,G,H,I,J,K,L	C,D,E
P. 407-827	LKBNFLXBDSO	7998	1041	LBV	A,B,F,G,H,I,J,K,L	C,D,E
Q. 407-828	LKBNFLXBDSO	7998	1041	LBV	A,B,F,G,H,I,J,K,L	C,D,E
R. 407-934	LKBNFLXBDSO	7998	1041	LBV	A,B,F,G,H,I,J,K,L	C,D,E
S. 407-938	LKBNFLXBDSO	7998	1041	LBV	A,B,F,G,H,I,J,K,L	C,D,E
T. 407-939	LKBNFLXBDSO	7998	1041	LBV	A,B,F,G,H,I,J,K,L	C,D,E

Orlando, Fl - Vista United Trunking

