

BELLSOUTH® / CLEC Agreement

Customer Name: OneTone Telecom, Inc.

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By and Between
BellSouth Telecommunications, Inc.
And
OneTone Telecom, Inc.

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between OneTone Telecom, Inc., ("OneTone") a South Carolina 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, OneTone has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Now Communications, Inc. ("Now Communications") dated February 14, 2003.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, OneTone and BellSouth hereby agree as follows:

1. OneTone and BellSouth shall adopt in its entirety the Now Communications' Interconnection Agreement dated February 14, 2003 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 states where NOW Communications' Interconnection Agreement is file and approved to date are Alabama, Georgia, Kentucky, Louisiana, South Carolina and Tennessee. The Now Communications' 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:

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2. In the event that OneTone 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 OneTone 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 2 of the Now Communications Interconnection Agreement. For the purposes of determining the expiration date of Now Communications' Interconnection Agreement the effective date shall be February 14, 2003.
4. OneTone shall accept and incorporate any amendments to the Now Communications Interconnection Agreement executed as a result of any effective judicial, regulatory, or legislative action in accordance with Section 21 of the General Terms and Conditions of the Now Communications' Interconnection Agreement.
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, address to:

BellSouth Telecommunications, Inc.
BellSouth Local Contract Manager
8th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

OneTone Telecom, Inc.

Travis Crane
100 Century Plaza
Suite 9-I
Seneca, SC 29672
Ph (864) 985-1735
tcrane@1tone.net

Jack Pringle
Ellis, Lawhorne & Sims P.A.
1501 Main Street
5th Floor
P. O. Box 2285
Columbia, SC 29202
Ph. (803) 779 – 0066
jpringle@ellislawhorne.com

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 the day and year written below.

BellSouth Telecommunications, Inc.

OneTone Telecom, Inc.

By: *Elizabeth R. Shiroishi*
Name: *Elizabeth R. Shiroishi*
Title: *Director*
Date: *7/1/03*

By: *Travis Crane*
Name: *Travis Crane*
Title: *Chairman & CEO*
Date: *6-26-2003*