

EXECUTIVE SUMMARY
of
(OmniCall, Inc.)
BellSouth/Network One Resale Agreement

Agreement Effective Date: July 14, 1999	Agreement Expiration Date: November 12, 1999
OCN:	GAC: 041
CIC (if applicable):	ACNA:
Negotiator: David W. Hitt	Negotiator Tel No: (404) 927-7518
Location of Executive Summary: s:\hendrix\	Location of Interconnection Agreement: s:\hendrix\

Please be advised that the above named CLEC has adopted the BellSouth Telecommunications, Inc./Network One Resale agreement in its entirety. There are no deviations from the agreement OmniCall is adopting. The term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

AGREEMENT

This Agreement, which shall become effective as of the 14th day of July, 1999, is entered into by and between OmniCall, Inc. ("OmniCall"), 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 resale, 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, OMNICALL has requested that BellSouth make available the resale agreement in its entirety executed between BellSouth and CRG International, Inc. d/b/a Network One, Inc. ("Network One") dated November 13, 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, OMNICALL and BellSouth hereby agree as follows:

1. OMNICALL and BellSouth shall adopt in its entirety the Network One Resale Agreement dated 11/13/97 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 Network One Resale 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:

ITEM	NO. PAGES
Adoption Papers	3
Exhibit 1 - Title Page	1
Resale Agreement – Provisions	15
Resale Agreement – Exhibit A	1
Resale Agreement – Exhibit B	1
TOTAL	21

2. In the event that OMNICALL 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 OMNICALL 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 I. of the Network One Resale Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section I. of the Network One Resale Agreement, the effective date shall be **11/13/97**.

4. OmniCall shall accept and incorporate any amendments to the Network One Resale Agreement executed as a result of any final judicial, regulatory, or legislative action.

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.

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

OmniCall, Inc.
Contract Administration
430 Woodruff Rd, Suite 450
Greenville, SC 29607
Attn: Marshall Howard
(864) 297-4336

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.

OmniCall, Inc.

On File
Signature

On File
Signature

Jerry Hendrix
Name

Marshall Howard
Name

Sr. Director – ICS/Revenue Management
Title

Vice President - Operations
Title

7/14/99
Date

7/13/99
Date