EXECUTIVE SUMMARY

of

01 Communications BellSouth Standard Interconnection Agreement

Agreement Effective Date: December 20, 1999	Agreement Expiration Date: January 7, 2001
OCN:	GAC:
CIC (if applicable):	ACNA:
Negotiator:	Negotiator Tel No:
Location of Executive Summary:	Location of Interconnection Agreement: t:\hendrix\
t:\hendrix\arrington/01comm/signpkg/INT2Q99	arrington/01comm/Adopt

O1 Communications adopted the ACI Corp. Interconnection Agreement dated January 8, 1999 with the following revisions made to it.

Attachment Name/Number	Section Number	Version Date	No Devia- tion	Deviation	Deviation Affect Compliance Y/N	If Compliance Item, Priority H/M/L	If Deviation, enter Paragraph No. And Brief Description of Deviation. If different by state, note here also.
4-Physical Collocation	1	3Qtr99 10/29/99	X				O1 Communications included the standard collocation attachment 4 from the 3Qtr. Standard in lieu of the ACI Corp. Attachment 4 – Physical Collocation
	2						
	3						
	4						
	5						
	6						
	7						
	8						
	9						
	10						
9-Perf Measurement	Pre-Ordering	3Qtr.99	X				O1 Communications elected to replace ACI's

Version2Q99

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01 Communications BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	No Devia- tion	Deviation	Deviation Affect Compliance Y/N	If Compliance Item, Priority H/M/L	If Deviation, enter Paragraph No. And Brief Description of Deviation. If different by state, note here also.
		10/29/99					Attachment 10 – Performance Standareds with the 3Qtr.99 Standard performance measurements.
	Ordering						
	Provisioning						
	Maint/Repair						
	Billing						
	Opr Svcs/DA						
	E911						
	Trunk Grp Perf						
	Collocation						
	Appendix A						
	Appendix B						
	Appendix C						

AGREEMENT

This Agreement, which shall become effective as of the 20th day of December, 1999, is entered into by and between O1 Communications of Alabama, LLC, O1 Communications of Florida, LLC, O1 Communications of Georgia, LLC, O1 Communications of Kentucky, LLC, O1 Communications of North Carolina, LLC, O1 Communications of South Carolina, LLC, and O1 Communications of Tennessee, LLC ("O1 Communications") Limited Liability Corporations in each respective state, 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, O1 Communications has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and ACI Corp dated January 8, 1999 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, O1 Communications and BellSouth hereby agree as follows:

1. O1 Communications and BellSouth shall adopt in its entirety, with the exception of Attachment 4 and Attachment 10, the ACI Corp. Interconnection Agreement dated January 8, 1999 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 ACI Corp. 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:

ITEM	NO.
	PAGES
Adoption Papers	4
Exhibit 1:	
Title Page	1
Table of Contents	1
General Terms and Conditions	27
Attachment 1	12
Attachment 2	53
Attachment 3	10
Attachment 4	1
Attachment 5	6
Attachment 6	6
Attachment 7	17
Attachment 8	2
Attachment 9	5
Attachment 10	1
Attachment 11 – Exhibit 1-AL	21
-Exhibit 2- FL	18
- Exhibit 3- GA	19
- Exhibit 4- KY	17
- Exhibit 5- LA	17
- Exhibit 6- MS	23
- Exhibit 7 – NC	18
- Exhibit 8 – SC	22
- Exhibit 9 – TN	18
Exhibit 2 - Physical Collocation	92
Exhibit 3 - Performance Measurements	72
Exhibit 4 – Regional OSS Rates	2
TOTAL	485

- 2. In the event that O1 Communications 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 O1 Communications under this Agreement.
- 3. O1 Communications hereby requests to include as part of the Agreement between the parties, Attachment 4 Physical Collocation, attached hereto as Exhibit 2.
- 4. O1 Communications hereby requests to include as part of the Agreement between the parties, Attachment 10 Performance Measurements, attached hereto as Exhibit 3.

- 5. O1 Communications hereby requests to adopt BellSouth's regional OSS rates in lieu of the state specific OSS rates included in the adopted ACI Corp. Interconnection Agreement. The regional OSS rates are attached hereto as Exhibit 4 and hereby replace the state specific OSS rates listed in the adopted ACI Corp. Interconnection Agreement.
- 6. The term of this Agreement shall be from the effective date as set forth above and shall expire on January 7, 2001.
- 7. O1 Communications shall accept and incorporate any amendments to the ACI Corp. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.
- 8. 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

O1 Communications

Rudolph J. Geist Executive Vice President 770 L. Street Suite 960 Sacramento, CA 95814

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.	O1 Communications of Alabama, LLC O1 Communications of Florida, LLC O1 Communications of Georgia, LLC O1 Communications of Kentucky, LLC O1 Communications of North Carolina, LLC, O1 Communications of South Carolina, LLC, and O1 Communications of Tennessee, LLC				
Signature on File	Signature on File				
Signature	Signature				
Jerry Hendrix	Rudolph J. Geist				
Name	Name				
12/20/99	12/16/99				
Date	Date				