

EXECUTIVE SUMMARY

of

Urban Media of Georgia, Inc. Adoption of

BellSouth Standard Interconnection Agreement between BellSouth and The Other Phone Company, Inc. d/b/a Access One Communications, Inc.

Agreement Effective Date: 09/12/2000	Agreement Expiration Date: 02/16/2002
Negotiator: Elaine Frazier	Negotiator Tel No:(404) 927-8998
OCN:	

Attachment Name/Number	Section Number	Version Date	No Deviation	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.
Terms/Conditions PartA	1	2/17/00	X				
	2	2/17/00	X				
	3	2/17/00	X				
	4	2/17/00	X				
	5	2/17/00	X				
	6	2/17/00	X				
	7	2/17/00	X				
	8	2/17/00	X				
	9	2/17/00	X				
	10	2/17/00	X				
	11	2/17/00	X				
	12	2/17/00	X				
	13	2/17/00	X				
	14	2/17/00	X				
	15	2/17/00	X				
	16	2/17/00	X				
	17	2/17/00	X				
	18	2/17/00	X				
	19	2/17/00	X				
	20	2/17/00	X				
	21	2/17/00	X				

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	22	2/17/00	X				
	23	2/17/00	X				
	24	2/17/00	X				
	25	2/17/00	X				
	26	2/17/00	X				
Terms/Conditions Part B		2/17/00	X				
1-Resale	1	2/25/00	X				
	2	2/25/00	X				
	3	2/25/00	X				
	4	2/25/00	X				
	5	2/25/00	X				
	6	2/25/00	X				
	7	2/25/00	X				
	8	2/25/00	X				
	9	2/25/00	X				
	10	2/25/00	X				
	11	2/25/00	X				
	12	2/25/00	X				
		2/25/00	X				
	Exhibit A	2/25/00	X				
	Exhibit B	2/25/00	X				
	Exhibit C	2/25/00	X				
	Exhibit D	2/25/00	X				
	Exhibit E	2/25/00	X				
	Exhibit F	2/25/00	X				
	Exhibit G	02/25/00	X				

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			X				
2-Network Elements & Other Services	1	3/06/00		X			Added language to 1.1 that says the pricing for Access One's <u>existing network combinations</u> is set forth in Exhibit A.
	2	3/06/00	X				
	3	3/06/00	X				
	4	3/06/00	X				
	5	3/06/00	X				
	6	3/06/00	X				
	7	3/06/00	X				
	8	3/06/00	X				
	9	3/06/00	X				
	10	3/06/00	X				
	11	3/06/00	X				
	12	3/06/00	X				
	13	3/06/00	X				
	Exhibit A	3/06/00	X				
	Exhibit B	3/06/00	X				
	Exhibit C	3/6/00	X				
3-Local Interconnection	1	3/06/00	X				
	2	3/06/00	X				
	3	3/06/00	X				
	4	3/06/00	X				
	5	3/06/00	X				
	6	3/06/00	X				
	7	3/06/00	X				

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	8	3/06/00	X				
	Exhibit A	3/06/00	X				
	Exhibit B	3/06/00	X				
	Exhibit C	3/06/00	X				
	Exhibit D	3/06/00	X				
	Exhibit E	3/06/00	X				
			X				
4-Physical Collocation	1	2/17/00	X				
	2	2/17/00	X				
	3	2/17/00	X				
	4	2/17/00	X				
	5	2/17/00	X				
	6	2/17/00	X				
	7	2/17/00	X				
	8	2/17/00	X				
	9	2/17/00	X				
	10	2/17/00	X				
	11	2/17/00	X				
	12	2/17/00	X				
	13	2/17/00	X				
	14	2/17/00	X				
	Exhibit A	2/17/00	X				
	Exhibit B	2/17/00	X				
5-Access to Numbers & Number Portability	1	2/17/00	X				
	2	2/17/00	X				

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	3	2/17/00	X				
	4	2/17/00	X				
	5	2/17/00	X				
	6	2/17/00	X				
	7	2/17/00	X				
	Exhibit A	2/17/00			X		
6-Ordering/Provisioning	1	2/17/00	X				
	2	2/17/00	X				
	3	2/17/00	X				
7-Billing & Billing Accuracy Certification	1	2/17/00	X				
	2	2/17/00	X				
	3	2/17/00	X				
	4	2/17/00	X				
	5	2/17/00	X				
	6	2/17/00	X				
	7	2/17/00	X				
	Exhibit A	2/17/00	X				
8-ROW/Conduits/PoleAtt	1	2/17/00	X				
9-Perf Measurement	Scope	3/06/00	X				
	Reporting	3/06/00	X				
	Modifications to Measurements	3/06/00	X				
	Enforcement Mechanisms	3/06/00	X				

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	Appendix A	3/06/00	X				
	Appendix B	3/06/00	X				
	Appendix C	3/06/00	X				
	Appendix D	3/06/00	X				
	Appendix E	3/06/00	X				
Attachment 10 – Agreement Template		2/17/00	X				
Attachment 11- BellSouth Disaster Recovery Plan		2/17/00	X				

AGREEMENT

This Agreement, which shall become effective as of the 12th day of September, 2000, is entered into by and between Urban Media of Georgia, Inc. ("Urban Media") a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, 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, Urban Media has requested that BellSouth make available in its entirety the interconnection agreement executed between BellSouth and The Other Phone Company, Inc. d/b/a Access One Communications, Inc. ("Access One") dated February 17, 2000 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, Urban Media and BellSouth hereby agree as follows:

1. Urban Media and BellSouth shall adopt in its entirety the Access One Interconnection Agreement dated February 17, 2000 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 Access One 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	3
Title Page	1
Table of Contents	1
General Terms and Conditions	22
Attachment 1	40
Attachment 2	124
Attachment 3	38
Attachment 4	66

Attachment 5	11
Attachment 6	6
Attachment 7	20
Attachment 8	2
Attachment 9	107
Attachment 10	10
Attachment 11	11
Amendment to add NC ordered rates	19
TOTAL	481

2. 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 Access One Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the Access One Interconnection Agreement, the effective date shall be February 17, 2000.

3. Urban Media shall accept and incorporate any amendments to the Access One Interconnection Agreement executed as a result of any effective judicial, regulatory, or legislative action. However, if Bell South and Access One otherwise initiate and incorporate other amendments, (either through voluntary negotiation or through the Dispute Resolution process as set forth in the Agreement) Urban Media is not required to accept and incorporate such amendments

4. 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

Urban Media Communications, Corp.

Margaret L. Tobias
Urban Media
One Kaiser Plaza, Suite 1350
Oakland, CA 94612
Phone: 510-302-0320
FAX: 510-302-0336

and

Norman Gerry
Gerry, Friend & Sopranov, L.L.P.
Three Ravinia Drive, Suite 1450
Atlanta, GA 30346-2131
Phone: 770-399-9500
FAX: 770-395-0000

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 mail.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

Urban Media of Georgia, Inc.

On File

On File

Signature

Signature

Jerry Hendrix

Michael Morris

Name

Name

Senior Director

Vice President

Title

Title

09/12/00

09/07/00

Date

Date