

EXECUTIVE SUMMARY
of
Light Networks, Inc.
BellSouth/ BlueStar Networks, Inc. Collocation Agreement

Agreement Effective Date: November 23, 1999	Agreement Expiration Date: 8/29/2001
Negotiator: Malika Blakely	Negotiator Tel No: 404-927-1992
Location of Executive Summary: s:\hendrix\	Location of Agreement and Amendment(s): s:\hendrix\

Please be advised that the above named CLEC has adopted the BellSouth/BlueStar Networks, Inc. Collocation agreement in its entirety. Based on the ruling issued by the United States Court of Appeals for the Eighth Circuit, filed July 18, 1997, a CLEC who chooses to adopt another CLEC's agreement must adopt the agreement in its entirety. Therefore, **THERE CAN BE NO DEVIATIONS**. Also, 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 23rd day of November, 1999, is entered into by and between Light Networks, Inc. ("Light Networks"), 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, Light Networks has requested that BellSouth make available the collocation agreement in its entirety executed between BellSouth and BlueStar Networks, Inc. ("BlueStar") dated August 30, 1999.

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

1. Light Networks and BellSouth shall adopt in its entirety the BlueStar/BellSouth Collocation Agreement dated August 30, 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 BlueStar/BellSouth Collocation Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Exhibit 1	1
Title Page	1
Collocation Agreement	63
TOTAL	68

2. In the event that Light Networks 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 Light Networks 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 1.5 of the BlueStar/BellSouth Collocation Agreement. For the purposes of determining the expiration date of this Agreement

pursuant to Section 1.5 of the BlueStar/BellSouth Collocation Agreement, the effective date shall be August 30, 1999.

4. Light Networks shall accept and incorporate any amendments to the BlueStar Collocation 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

Light Networks, Inc.

Eston Kirby
981 Nashby Street
Suite 103
Atlanta, GA 30318

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.

Light Networks, Inc.

Original on File
Signature

Original on File
Signature

Jerry D. Hendrix
Name

M. Eston Kirby, Jr.
Name

Sr. Director
Title

Vice President of Planning
Title

December 14, 1999
Date

November 29, 1999
Date