

BELLSOUTH® / CLEC Agreement

Customer Name: Cordia Communications Corporation

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By and Between

BellSouth Telecommunications, Inc.

And

Cordia Communications Corporation

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 Cordia Communications Corporation, ("Cordia"), a Nevada 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, Cordia has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Essex Communications Inc. D/B/A eLEC Communications ("Essex") dated May 11, 2002 for the state(s) of AL, FL, GA, KY, LA, MS, NC, SC, and TN.

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

1. Cordia and BellSouth shall adopt in its entirety the Essex Interconnection Agreement dated May 11, 2002 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 Essex 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 Cordia 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 Cordia 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 2.1 of the Essex Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the Essex Interconnection Agreement, the effective date shall be May 11, 2002.

4. Cordia shall accept and incorporate any amendments to the Essex Interconnection 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.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

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

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Cordia Communications Corporation

Mr. Craig Gironda
Chief Executive Officer
54 Danbury Road, #370
Ridgefield, CT 06877

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. Cordia Communications Corporation

____ Original on File _____
Signature

____ Original on File _____
Signature

____ C. W. Boltz _____
Name

____ Craig Gironda _____
Name

____ Managing Director _____
Title

____ CEO _____
Title

____ 7/9/02 _____
Date

____ 7/2/02 _____
Date

EXHIBIT 1

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
CORDIA COMMUNICATIONS CORPORATION AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED AUGUST 8, 2002**

This Amendment is entered into by and between Cordia Communications Corporation and BellSouth Telecommunications, Inc. (“BellSouth”) hereinafter referred to collectively as the “Parties,” to amend that certain Interconnection Agreement between the Parties dated August 8, 2002 (“Interconnection Agreement”).

WHEREAS, Cordia Communications Corporation has changed the name of said business to Cordia Communications Corp., a Nevada corporation.

WHEREAS, the Parties desire that the Interconnection Agreement be amended to reflect the correct corporate entity name.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The name of Cordia Communications Corporation in the Interconnection Agreement is hereby deleted throughout the Interconnection Agreement and replaced with Cordia Communications Corp.

2. All of the other provisions of the Interconnection Agreement, dated August 8, 2002, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Cordia Communications Corp.

BellSouth Telecommunications, Inc.

Original Signed
Signature

Original Signed
Signature

Wesly Minella
Name

Elizabeth R. A. Shiroishi
Name

Secretary
Title

Assistant Director
Title

12/11/02
Date

12/18/02
Date