

AGREEMENT

This Agreement, which shall become effective as of the 30th day of October, 1998, is entered into by and between BlueStar Communications, L.L.C., ("BlueStar") a Tennessee 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, BlueStar has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and DeltaCom, Inc. effective July 1, 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, BlueStar and BellSouth hereby agree as follows:

1. BlueStar and BellSouth shall adopt in its entirety the DeltaCom, Inc. Interconnection Agreement effective July 1, 1997 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 DeltaCom, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference.

2. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section XVII. of the DeltaCom, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section XVII of the DeltaCom, Inc. Interconnection Agreement, the effective date shall be July 1, 1997.

3. BellSouth shall provide and make available to BlueStar a copy of all amendments to the DeltaCom, Inc. Interconnection Agreement executed after the effective date of this Agreement. BlueStar shall notify BellSouth of acceptance or rejection of the amendment within 30 days of receipt of said amendment. BlueStar shall accept and incorporate any amendments to the

DeltaCom, Inc. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

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

BlueStar Communications, L.L.C.
131 Second Avenue North, Suite 500
Nashville, TN 37201

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.

BlueStar Communications, L.L.C.

Signature on file
Signature

Signature on File
Signature

Jerry D. Hendrix
Name

Fredjoseph Goldner
Name

10/30/98
Date

10/26/98
Date

**AMENDMENT
TO THE
AGREEMENT BETWEEN
BLUESTAR COMMUNICATIONS, LLC AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED OCTOBER 30, 1998**

Pursuant to this Agreement, (the "Amendment") BlueStar Communications, LLC ("BlueStar") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Agreement between the Parties dated October 30, 1998 ("Agreement") wherein BlueStar adopted the Interconnection Agreement between BellSouth and DeltaCom, Inc.

WHEREAS, BlueStar and BellSouth entered into an Agreement effective October 30, 1998; and

WHEREAS, BlueStar filed a Petition with the Tennessee Regulatory Authority ("TRA") for approval of a transfer of its Certificate of Public Convenience and Necessity to BlueStar Networks, Inc., and

WHEREAS, the TRA granted approval of BlueStar's Petition for Approval of Transfer of Authority by Order dated February 19, 1999;

NOW THEREFORE, in consideration of the mutual provisions 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. BlueStar Communications, LLC will operate in the State of Tennessee under the name of BlueStar Networks, Inc.
2. Attachment 1 to this Amendment, Statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, as signed by authorized party of BlueStar Networks, Inc., is hereby an attachment to the Agreement incorporated therein by this reference.
3. Attachment 2 of this Amendment, Authorization for Transfer and Release Notice, as signed by authorized party of BlueStar Communications, LLC, is hereby an attachment to the Agreement incorporated therein by this reference.
4. All of the other provisions of the Agreement, dated October 30, 1998, shall remain in full force and effect.

5. Either or both of the Parties is authorized to submit this Amendment to the Tennessee Regulatory Authority for approval subject to Section 252(e) of the Federal 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.

BlueStar Networks, Inc.

Signature on File
By: _____

Name: Fred Joseph Goldner

Title: President/CEO

Date: 3/25/99

BellSouth Telecommunications, Inc.

Signature on File
By: _____

Name: Jerry Hendrix

Title: Director

Date: 3/26/99

**STATEMENT OF ASSUMPTION OF SERVICES AND
ALL OUTSTANDING INDEBTEDNESS AND FUTURE CHARGES**

For and in consideration of the mutual promises contained herein, BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. ("BlueStar") agree as follows:

1. BellSouth agrees, pursuant to the terms of this Agreement to furnish telecommunications services to BlueStar Networks, Inc. Service includes any service offered by BellSouth Telecommunications under its intrastate tariffs or as delineated in the the Agreement executed between BellSouth and BlueStar Communications, LLC on October 30, 1998.
2. BlueStar Networks, Inc. hereby agrees that any transfer of service through the sale, merger, consolidation, acquisition, or any other corporate buy-sell agreement shall be in accordance with the requirements of this Agreement and applicable tariffs or other agreement(s) in effect at the time of the sale, merger, consolidation, acquisition or buy-sell arrangement.
3. BlueStar Networks, Inc. hereby
☐ assumes all obligations for services provided to BlueStar Communications, LLC and agrees to pay BellSouth, upon demand, account security, applicable service ordering charges, future, current, past due and presently outstanding bills which are attributed to BlueStar Communications, LLC for such services pursuant to the applicable tariff or agreement.
4. BlueStar Networks, Inc. specifically agrees to pay all bills and charges for billing account numbers on Attachment(s) that were incurred during the time period the account was in the name of BlueStar Communications, LLC as well as any and all charges incurred during the time period that BlueStar Networks, Inc. is a customer.
5. BlueStar Networks, Inc. specifically agrees to assume the unexpired portion of the minimum period and the termination liability applicable to such services.
6. BlueStar Networks, Inc. agrees that the requirements of this Agreement apply where BlueStar Communications, LLC requests a final bill on its account and establishes a new account or requests a modification or change of the existing services of BlueStar Communications, LLC.
7. BlueStar Networks, Inc. understands that BellSouth requires 60 days notification prior to the effective date of such assumption of service in order to comply with such request.
8. BellSouth will provide written acknowledgment of such notification 15 days from the receipt of such notification.
9. The undersigned is a duly authorized representative of BlueStar Networks, Inc. and by the authority granted to the undersigned by BlueStar Communications, LLC is authorized to bind it to the terms and conditions contained herein.
10. Signed this _____ day of _____ 19 ____.

BlueStar Networks, Inc.
131 Second Avenue North, Suite 500
Nashville, TN 37201

By: _____
(Signature)

AUTHORIZATION FOR TRANSFER AND RELEASE NOTICE

For and in consideration of the mutual promises contained herein, BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Communications, LLC agree as follows:

1. BlueStar Communications, LLC agrees to transfer services in the name of BlueStar Networks, Inc. specifically including attached billing account number(s) and thereby relinquish all claims to this account, together with all rights, privileges, refund rights and credits which may accrue and have not yet been actually provided to BlueStar Communications, LLC.
2. Payment of any refund or extension of any credit or other rights required by law in connection with the above must be made by BellSouth Telecommunications in the manner and to the person required by the applicable tariff or regulatory authority, notwithstanding anything to the contrary in this document.
3. Notwithstanding any agreement between BlueStar Communications, LLC and BlueStar Networks, Inc., to the contrary, BlueStar Communications, LLC recognizes that under applicable tariffs agreements, BellSouth Telecommunications is authorized to demand from BlueStar Communications, LLC, current, past due and presently outstanding bills which are attributed to BlueStar Communications, LLC.
4. Notwithstanding any agreement between BlueStar Communications, LLC and BlueStar Networks, Inc., to the contrary, BlueStar Communications, LLC recognizes that under applicable tariffs and agreements, the transfer of service(s) does not relieve or discharge BlueStar Communications, LLC from remaining jointly or severally liable with BlueStar Networks, Inc. for any obligations existing at the time of transfer.
5. Signed this _____ day of _____ 19 ____.

BlueStar Communications, LLC
131 Second Avenue North, Suite 500
Nashville, TN 37201

By: _____
(Signature)

**AMENDMENT
TO THE
AGREEMENT BETWEEN
BLUESTAR NETWORKS AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED OCTOBER 30, 1998**

Pursuant to this Agreement, (the "Amendment") BlueStar Networks, Inc., ("BlueStar") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Agreement between the Parties dated October 30, 1998 ("Agreement") wherein BlueStar adopted the Interconnection Agreement between BellSouth and DeltaCom, Inc.

WHEREAS, BellSouth and BlueStar entered into an Interconnection Agreement on October 30, 1998; and

NOW THEREFORE, in consideration of the mutual provisions 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 Agreement entered into between BellSouth and BlueStar, is hereby amended to reflect a one-time Installation Fee of twenty-six thousand dollars (\$26,000.00) to be charged for the enclosed Physical Collocation arrangement in the amount of 132 square feet, to cover a portion of the Space Preparation Fee and the total Space Construction Fee for the following central office location:

NSVLTNMT – Nashville Main

2. All of the other provisions of the Agreement, dated October 30, 1998, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the Tennessee Regulatory Authority for approval subject to Section 252(e) of the Federal 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.

BlueStar Networks, Inc.

By: _____ Signature on File _____

Name: _____ Fredjoseph Goldner _____

Title: _____ COO _____

Date: _____ 5/10/99 _____

BellSouth Telecommunications, Inc.

By: _____ Signature on File _____

Name: _____ Jerry Hendrix _____

Title: _____ Senior Director _____

Date: _____ 5/11/99 _____