

EXECUTIVE SUMMARY
of
BlueStar Networks, Inc.
Alabama, Georgia, Florida, Louisiana, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee
BellSouth/e.spire Standard Interconnection Agreement

Agreement Effective Date: June 30, 1999	Agreement Expiration Date: December 31, 1999
Negotiator: Catherine O’Sullivan	Negotiator Tel No: 404-927-7562
Location of Executive Summary: s:\hendrix\arrington\bluestar\new agreement	Location of Agreement and Amendment(s): s:\hendrix\arrington\new agreement

Please be advised that the above named CLEC has adopted the BellSouth/e.spire Standard Interconnection 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 30 day of June, 1999, is entered into by and between BlueStar Networks, Inc., ("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 e.spire Communications, Inc. ("e.spire"), formerly known as American Communications Services, Inc., originally dated September 1, 1996 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 e.spire Interconnection Agreement originally dated September 1, 1996 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 e.spire 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
Title Page	1
Table of Contents	4
General Terms and Conditions	50
Attachment A	1
Attachment B	14

Attachment C-1	5
Attachment C-2	5
Attachment C-3	1
Attachment C-4	3
Attachment C-5	1
Attachment C-6	1
LIDB Agreement	6
Attachment C-7	1
Attachment C-8	1
Attachment C-9	1
Attachment C-10	1
Attachment C-11	3
Attachment C-12	1
RAO Hosting and NSPRS	2
Exhibit A	3
Exhibit B	2
Attachments C-13	1
Attachment D	1
Attachment E	3
Attachment F	2
Resale Agreement	18
First Amendment dated 07/25/96	6
Second Amendment dated 07/25/96	8
Third Amendment dated 07/25/96	9
Annex 314	7
LIDB Storage Agreement	7
Fourth Amendment dated 07/25/96	9
Exhibit 1 to Fourth Amendment	1
Florida Pricing	17
Alabama Pricing	16
Georgia Pricing	16
Kentucky Pricing	16
Louisiana Pricing	16
Mississippi Pricing	15
South Carolina Pricing	16
Tennessee Pricing	16
Exhibit 2 to Fourth Amendment	40
Exhibit 3 to Fourth Amendment	4
Partial Settlement Agreement	5
TOTAL	360

2. In the event that BlueStar 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 BlueStar 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 XVII of the Fourth Amendment to e.spire's Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section XVII, the effective date shall be September 1, 1996.

4. BlueStar shall accept and incorporate any amendments to the e.spire 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.

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 Networks, Inc.

ATT: VP Regulatory Affairs
L&C Tower, 24th Floor
401 Church Street
Nashville, TN 37219

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 Networks, Inc.

Signature on File
Signature

Signature on File
Signature

Jerry Hendrix

R.L. Burtner

June 30, 1999
Date

June 30, 1999
Date

**AMENDMENT
TO THE
AGREEMENT BETWEEN
BLUESTAR NETWORKS, INC.
AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED JUNE 30, 1999**

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 the Agreement between the Parties dated June 30, 1999 ("Agreement").

WHEREAS, BellSouth and BlueStar entered into an Agreement to adopt the e.spire Interconnection Agreement dated September 1, 1996, 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. That the "WHEREAS" clause is hereby amended to delete the state of North Carolina.
2. All of the other provisions of the Agreement, dated June 30, 1999, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities 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: _____ Rick Burtner _____

Title: _____ Chief Financial Officer _____

Date: _____ August 4, 1999 _____

BellSouth Telecommunications, Inc.

By: _____ Signature on File _____

Name: _____ Jerry Hendrix _____

Title: _____ Senior Director _____

Date: _____ August 10, 1999 _____

**AMENDMENT
TO THE
AGREEMENT BETWEEN
BLUESTAR NETWORKS, INC.
AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED JUNE 30, 1999**

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 the Agreement between the Parties dated June 30, 1999 ("Agreement").

WHEREAS, BellSouth and BlueStar entered into an Agreement dated June 30, 1999 to adopt the e.spire Interconnection Agreement dated July 25, 1996 effective September 1, 1996, 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 is hereby amended to delete the standalone Resale Agreement dated December 20, 1996 in its entirety.

2. All of the other provisions of the Agreement, dated June 30, 1999, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities 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: _____ Norton Cutler _____

Title: _____ VP Regulatory _____

Date: _____ August 10, 1999 _____

BellSouth Telecommunications, Inc.

By: _____ Signature on File _____

Name: _____ Jerry Hendrix _____

Title: _____ Senior Director _____

Date: _____ August 12, 1999 _____

AMENDMENT TO
AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND BLUESTAR NETWORKS, INC.
DATED JUNE 30, 1999

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 ("the Agreement") between BellSouth and BlueStar dated June 30, 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, BlueStar and BellSouth hereby covenant and agree as follows:

1. BellSouth will provide, and BlueStar will accept and pay for Unbundled Dedicated Interoffice Transport-DS3.
2. Article 4, Section D6 is hereby amended to include the following terms and conditions for the provision of Unbundled Cooper Loops (UCL):
 - 6.15 To the extent that it exists within the BellSouth network at given customer location, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop up to eighteen (18) kilofeet in length that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL may contain up to 6,000 ft of bridge tap in addition to the loop itself.
 - 6.15.1 The UCL Loop will be a designed circuit, provisioned with a test point and come standard with a DLR. Order Coordination (OC) will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.
 - 6.15.2 The UCL Loop is a dry copper loop and is not intended to support any particular telecommunications service. BlueStar may use the UCL loop for a variety of services, including xDSL (e.g. ADSL and HDSL) services, by attaching appropriate terminal equipment of BlueStar's choosing. BlueStar will determine the type of service that will be provided over the loop.
 - 6.15.3 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance obligations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain electrical continuity and provide balance relative to tip and ring on UCL loops.
 - 6.15.4 The UCL loop shall be provided to BlueStar in accordance with BellSouth's Technical Reference 73600.
3. Exhibit 1-AL is hereby amended to include the following rates for Unbundled Dedicated Interoffice Transport – DS3 and Unbundled Copper Loops for the state of Alabama:

UNBUNDLED TRANSPORT	
Interoffice Transport – Dedicated – DS3	
Interoffice Transport – Dedicated – DS3 – per mile, per month	\$ 12.56
Interoffice Transport – Dedicated – DS3 – Facility Termination	\$771.60
NRC – DS3 – Facility Termination – 1 st	\$829.37
NRC – DS3 – Facility Termination – Add'l	\$403.38
NRC – Facility Termination – Disconnect Charge – 1 st	\$132.56
NRC – Facility Termination – Disconnect Charge – Add'l	\$129.07
NRC – Incremental Charge – Manual Service Order – 1 st	\$ 70.10
NRC – Incremental Charge – Manual Service Order – Add'l	\$ 70.10
NRC – Incremental Charge – Manual Service Order – Disconnect – 1st	\$ 30.09
NRC – Incremental Charge – Manual Service Order – Disconnect – Add'l	\$ 30.09
UNBUNDLED COPPER LOOP (UCL)	
2-Wire Unbundled Copper Loop*	
Recurring	\$19.41
Non-Recurring	
NRC – 1 st	\$585.20
NRC – Add'l	\$454.63
NRC – Manual Service Order – 1 st	\$ 46.62
NRC – Manual Service Order – Add'l	\$ 20.56
Order Coordination - 1 st and Add'l	\$ 16.00

4. Exhibit 1-FL is hereby amended to include the following rates for Unbundled Dedicated Interoffice Transport – DS3 and Unbundled Copper Loops for the state of Florida:

UNBUNDLED TRANSPORT	
Interoffice Transport – Dedicated – DS3	
Interoffice Transport – Dedicated – DS3 – per mile, per month	\$ 10.22
Interoffice Transport – Dedicated – DS3 – Facility Termination	\$984.55
NRC – DS3 – Facility Termination – 1 st	\$663.98
NRC – DS3 – Facility Termination – Add'l	\$329.91
NRC – Facility Termination – Disconnect Charge – 1 st	\$108.95
NRC – Facility Termination – Disconnect Charge – Add'l	\$106.01
NRC – Incremental Charge – Manual Service Order – 1 st	NA
NRC – Incremental Charge – Manual Service Order – Add'l	NA
NRC – Incremental Charge – Manual Service Order – Disconnect – 1st	NA
NRC – Incremental Charge – Manual Service Order – Disconnect – Add'l	NA
UNBUNDLED COPPER LOOP (UCL)	
2-Wire Unbundled Copper Loop*	
Recurring	\$21.98
Non-Recurring	
NRC – 1 st	\$593.58
NRC – Add'l	\$461.96
NRC – Manual Service Order – 1 st	\$ 47.54
NRC – Manual Service Order – Add'l	\$ 20.96
Order Coordination - 1 st and Add'l	\$ 16.19

5. Exhibit 1-GA is hereby amended to include the following rates for Unbundled Dedicated Interoffice Transport – DS3 and Unbundled Copper Loops for the state of Georgia:

UNBUNDLED TRANSPORT	
Interoffice Transport – Dedicated – DS3	
Interoffice Transport – Dedicated – DS3 – per mile, per month	\$ 6.53
Interoffice Transport – Dedicated – DS3 – Facility Termination	\$725.53
NRC – DS3 – Facility Termination – 1 st	\$664.73
NRC – DS3 – Facility Termination – Add'l	\$331.48
NRC – Facility Termination – Disconnect Charge – 1 st	\$111.07
NRC – Facility Termination – Disconnect Charge – Add'l	\$108.14
NRC – Incremental Charge – Manual Service Order – 1 st	\$ 54.64
NRC – Incremental Charge – Manual Service Order – Add'l	\$ 54.64
NRC – Incremental Charge – Manual Service Order – Disconnect – 1st	\$ 22.77
NRC – Incremental Charge – Manual Service Order – Disconnect – Add'l	\$ 22.77
UNBUNDLED COPPER LOOP (UCL)	
2-Wire Unbundled Copper Loop*	
Recurring	\$18.69
Non-Recurring	
NRC – 1 st	\$585.62
NRC – Add'l	\$455.76
NRC – Manual Service Order – 1 st	\$ 46.90
NRC – Manual Service Order – Add'l	\$ 20.68
Order Coordination - 1 st and Add'l	\$ 15.98

6. Exhibit 1-KY is hereby amended to include the following rates for Unbundled Dedicated Interoffice Transport – DS3 and Unbundled Copper Loops for the state of Kentucky:

UNBUNDLED TRANSPORT	
Interoffice Transport – Dedicated – DS3	
Interoffice Transport – Dedicated – DS3 – per mile, per month	\$ 12.62
Interoffice Transport – Dedicated – DS3 – Facility Termination	\$1,204.00
NRC – DS3 – Facility Termination – 1 st	\$946.23
NRC – DS3 – Facility Termination – Add'l	\$516.89
NRC – Facility Termination – Disconnect Charge – 1 st	NA
NRC – Facility Termination – Disconnect Charge – Add'l	NA
NRC – Incremental Charge – Manual Service Order – 1 st	\$ 93.12
NRC – Incremental Charge – Manual Service Order – Add'l	\$ 93.12
NRC – Incremental Charge – Manual Service Order – Disconnect – 1st	NA
NRC – Incremental Charge – Manual Service Order – Disconnect – Add'l	NA
UNBUNDLED COPPER LOOP (UCL)	
2-Wire Unbundled Copper Loop*	
Recurring	\$18.84
Non-Recurring	
NRC – 1 st	\$585.01
NRC – Add'l	\$455.57
NRC – Manual Service Order – 1 st	\$ 46.48
NRC – Manual Service Order – Add'l	\$ 20.50
Order Coordination - 1 st and Add'l	\$ 16.02

7. Exhibit 1-LA is hereby amended to include the following rates for Unbundled Dedicated Interoffice Transport – DS3 and Unbundled Copper Loops for the state of Louisiana:

UNBUNDLED TRANSPORT	
Interoffice Transport – Dedicated – DS3	
Interoffice Transport – Dedicated – DS3 – per mile, per month	\$ 14.04
Interoffice Transport – Dedicated – DS3 – Facility Termination	\$1,101.00
NRC – DS3 – Facility Termination – 1 st	\$611.41
NRC – DS3 – Facility Termination – Add'l	\$304.90
NRC – Facility Termination – Disconnect Charge – 1 st	\$102.16
NRC – Facility Termination – Disconnect Charge – Add'l	\$ 99.46
NRC – Incremental Charge – Manual Service Order – 1 st	\$ 50.25
NRC – Incremental Charge – Manual Service Order – Add'l	\$ 50.25
NRC – Incremental Charge – Manual Service Order – Disconnect – 1st	\$ 20.94
NRC – Incremental Charge – Manual Service Order – Disconnect – Add'l	\$ 20.94
UNBUNDLED COPPER LOOP (UCL)	
2-Wire Unbundled Copper Loop*	
Recurring	\$25.47
Non-Recurring	
NRC – 1 st	\$587.35
NRC – Add'l	\$457.30
NRC – Manual Service Order – 1 st	\$ 46.79
NRC – Manual Service Order – Add'l	\$ 20.63
Order Coordination - 1 st and Add'l	\$ 16.06

8. Exhibit 1-MS is hereby amended to include the following rates for Unbundled Dedicated Interoffice Transport – DS3 and Unbundled Copper Loops for the state Mississippi:

UNBUNDLED TRANSPORT	
Interoffice Transport – Dedicated – DS3	
Interoffice Transport – Dedicated – DS3 – per mile, per month	\$ 15.02
Interoffice Transport – Dedicated – DS3 – Facility Termination	\$744.38
NRC – DS3 – Facility Termination – 1 st	\$686.74
NRC – DS3 – Facility Termination – Add'l	\$477.76
NRC – Facility Termination – Disconnect Charge – 1 st	\$125.56
NRC – Facility Termination – Disconnect Charge – Add'l	\$118.79
NRC – Incremental Charge – Manual Service Order – 1 st	\$ 64.97
NRC – Incremental Charge – Manual Service Order – Add'l	\$ 64.97
NRC – Incremental Charge – Manual Service Order – Disconnect – 1st	\$ 27.08
NRC – Incremental Charge – Manual Service Order – Disconnect – Add'l	\$ 27.08
UNBUNDLED COPPER LOOP (UCL)	
2-Wire Unbundled Copper Loop*	
Recurring	\$22.26
Non-Recurring	
NRC – 1 st	\$585.29
NRC – Add'l	\$455.70
NRC – Manual Service Order – 1 st	\$ 46.63
NRC – Manual Service Order – Add'l	\$ 20.56

Order Coordination - 1 st and Add'l	\$ 16.00
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9. Exhibit 1-SC is hereby amended to include the following rates for Unbundled Dedicated Interoffice Transport – DS3 and Unbundled Copper Loops for the state of South Carolina:

UNBUNDLED TRANSPORT	
Interoffice Transport – Dedicated – DS3	
Interoffice Transport – Dedicated – DS3 – per mile, per month	\$ 19.08
Interoffice Transport – Dedicated – DS3 – Facility Termination	\$960.82
NRC – DS3 – Facility Termination – 1 st	\$941.07
NRC – DS3 – Facility Termination – Add'l	\$503.72
NRC – Facility Termination – Disconnect Charge – 1 st	NA
NRC – Facility Termination – Disconnect Charge – Add'l	NA
NRC – Incremental Charge – Manual Service Order – 1 st	\$ 92.52
NRC – Incremental Charge – Manual Service Order – Add'l	\$ 92.52
NRC – Incremental Charge – Manual Service Order – Disconnect – 1st	NA
NRC – Incremental Charge – Manual Service Order – Disconnect – Add'l	NA
UNBUNDLED COPPER LOOP (UCL)	
2-Wire Unbundled Copper Loop*	
Recurring	\$22.52
Non-Recurring	
NRC – 1 st	\$587.37
NRC – Add'l	\$457.32
NRC – Manual Service Order – 1 st	\$ 46.79
NRC – Manual Service Order – Add'l	\$ 20.63
Order Coordination - 1 st and Add'l	\$ 16.06

10. Exhibit 1-TN is hereby amended to include the following rates for Unbundled Dedicated Interoffice Transport – DS3 and Unbundled Copper Loops for the state of Tennessee:

UNBUNDLED TRANSPORT	
Interoffice Transport – Dedicated – DS3	
Interoffice Transport – Dedicated – DS3 – per mile, per month	\$ 5.89
Interoffice Transport – Dedicated – DS3 – Facility Termination	\$760.20
NRC – DS3 – Facility Termination – 1 st	\$625.91
NRC – DS3 – Facility Termination – Add'l	\$311.39
NRC – Facility Termination – Disconnect Charge – 1 st	\$103.36
NRC – Facility Termination – Disconnect Charge – Add'l	\$100.59
NRC – Incremental Charge – Manual Service Order – 1 st	\$ 53.03
NRC – Incremental Charge – Manual Service Order – Add'l	\$ 53.03
NRC – Incremental Charge – Manual Service Order – Disconnect – 1st	\$ 22.95
NRC – Incremental Charge – Manual Service Order – Disconnect – Add'l	\$ 22.95
UNBUNDLED COPPER LOOP (UCL)	
2-Wire Unbundled Copper Loop*	
Recurring	\$20.11
Non-Recurring	
NRC – 1 st	\$586.27
NRC – Add'l	\$456.43

NRC – Manual Service Order – 1 st	\$ 46.75
NRC – Manual Service Order – Add'l	\$ 20.61
Order Coordination - 1 st and Add'l	\$ 16.03

11. All of the other provisions of the Agreement, dated August 20, 1999, shall remain in full force and effect.

12 Either or both of the Parties is authorized to submit this Amendment to the appropriate state Commissions 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.

BellSouth Telecommunications, Inc.

By: Signature on File
Name: Jerry D. Hendrix
Title: Senior Director
Date: 9/27/99

BlueStar Networks, Inc.

By: Signature on File
Name: Norton Culter
Title: Vice President Regulatory and General Counsel
Date: 9/24/99