

AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
BLUESTAR NETWORKS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED AUGUST 8, 2000
(Kentucky)

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. ("BlueStar"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 8, 2000 ("Interconnection Agreement").

WHEREAS, the Parties entered into an Interconnection Agreement on August 8, 2000; and

WHEREAS, the Parties desire to amend that Interconnection Agreement.

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. Attachment 2 of the Interconnection Agreement is hereby amended to include a new section 2.2 as follows:
 - 2.2 An IDSL-Compatible Loop
 - 2.2.1 Due to technical limitations associated with certain DLC systems, certain ports on DLC systems do not support ISDN Digital Subscriber Lines (IDSL).
 - 2.2.2. BellSouth will offer the IDSL-Compatible loop as a part of their Unbundled Digital Loop offerings, as an xDSL capable loop. The IDSL-Compatible loop, sometimes referred to as a UDC loop within BellSouth at the time of this addendum, is compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. The technical specifications which govern this loop are those set forth in BellSouth's TR73600, which is in effect on the date of execution of this amendment.
 - 2.2.3 Like the ISDN-capable loop, the IDSL-Compatible loop may be provisioned on copper or through a DLC system. However, when IDSL-Compatible loops are provisioned using a DLC system, BellSouth will ensure that they are only provisioned on time slots that are compatible with data-only services such as IDSL.

2. The rates for the IDSL-Compatible shall be the same as the rates for ISDN loops, subject to true-up when and if BellSouth's proposed rates for the IDSL-Compatible are approved and accepted by a state commission.
3. BlueStar shall exclusively order the IDSL-Compatible for its IDSL service beginning no later than twenty (20) business days after the last party executes this amendment. After this 20 day period in the event BlueStar inadvertently orders an ISDN capable loop for its IDSL service and some additional work (other than work required to make the ISDN loop meet technical specifications for an ISDN loop) by BellSouth is necessary to enable that loop to support IDSL, BellSouth shall apply an interim rate of \$100.00 subject to true-up. Provided, however, in the event BlueStar orders ISDN capable loops for its IDSL service more than twenty-five (25) times in the first ninety (90) days the interim rate will increase from \$100.00 to \$150.00.
4. All other provisions of the Interconnection Agreement dated August 8, 2000 shall remain in full force and effect.
5. Either or both of the Parties shall submit this Amendment to the appropriate Commission 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 the Interconnection Agreement be executed by their respective duly authorized representatives on the date indicated below.

BlueStar Networks, Inc.

**BellSouth Telecommunications,
Inc.**

By: Original on File

By: Original on File

Name: Norton Cutler

Name: Jerry D. Hendrix

Title: General Counsel

Title: Sr. Director

Date: 10/19/00

Date: 10/24/00