

BellSouth Telecommunications, Inc 850 224-7798
Suite 400 Fax 850 224-5073
150 South Monroe Street
Tallahassee, Florida 32301-1556

Marshall M. Criser III
Regulatory Vice President

November 12, 1999

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RECORDS AND REPORTING

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

991707-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and BlueStar Networks, Inc. are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to BlueStar Networks, Inc. The Commission approved the initial agreement between the companies in Order 99-1676 issued August 30, 1999 in Docket 991114-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and BlueStar Networks, Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President

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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.

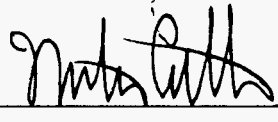
By: 

Name: Jerry D. Hendrix

Title: Senior Director

Date: 9/27/99

BlueStar Networks, Inc.

By: 

Name: Norton Cutler

Title: Vice President Regulatory
and General Counsel

Date: 9-24-99