

**Amendment to Interconnection Agreement  
by and between BellSouth Telecommunications, Inc.  
and Tristar Communications dated April 1, 1998**

This Agreement refers to the Interconnection Agreement (“the Agreement”) entered into by Tristar Communications (“Tristar”) and BellSouth Telecommunications, Inc. (“BellSouth”) on April 1, 1998. This Amendment (“Amendment”) is made by and between Tristar and BellSouth and shall be deemed effective on the date executed by Tristar and BellSouth.

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, Tristar and BellSouth (individually, a “Party” and collectively, the “Parties”) hereby covenant and agree as follows:

1. BellSouth and Tristar agree to delete the table of Operational Support System (OSS) Rates contained in Exhibit A of Attachment 1 of their existing Agreement in its entirety and replacing it with the new OSS rates as follows:

<b>OPERATIONAL SUPPORT SYSTEMS (OSS) RATES</b>	<b>Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces</b>	<b>Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces</b>
<b>OSS Order Charge</b>	<b>\$3.50</b>	<b>\$19.99</b>

In addition to the OSS charges, applicable discounted service order and related charges apply per the tariff.

2. BellSouth and Tristar agree to delete the following OSS Rate sections from the Pricing Section of Attachment 11 of their existing Agreement.

Alabama	Section 10	Mississippi	Section 11
Florida	Section 10	North Carolina	Section 10
Georgia	Section 10	South Carolina	Section 10
Kentucky	Section 10	Tennessee	Section 10
Louisiana	Section 8		

3. BellSouth and Tristar agree to rename the following sections of the Pricing Section of Attachment 11 of their existing Agreement from **Electronic Interfaces** to **Operational Support Systems (OSS) Rates** and to replace the language therein in its entirety with the language below.

Alabama	Section 8	Mississippi	Section 8
Florida	Section 8	North Carolina	Section 8
Georgia	Section 8	South Carolina	Section 8
Kentucky	Section 9	Tennessee	Section 8
Louisiana	Section 7		

**Operational Support Systems (OSS) Rates**

The costs associated with implementing the OSS electronic interfaces should be shared equitably among all parties who benefit from those interfaces. Rates for Operational Support Systems are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per the tariff.

4. BellSouth and Tristar agree to delete the following OSS Rate contained in Table 1 of the Kentucky Attachment 11 of their existing Agreement as follows:

<b>OPERATIONAL SUPPORT SYSTEM</b>	
OSS Electronic Interface, per order	\$10.89

5. BellSouth and Tristar agree to delete the following OSS Rates contained in Table 1 of the Louisiana Attachment 11 of their existing Agreement as follows:

<b>OPERATIONAL SUPPORT SYSTEMS</b>	
OSS Interactive Ordering and Trouble Maint, Estab, per user	\$50.00
NRC	\$100.00
Recovery of Incremental OSS Costs, per electronic order	\$9.16

6. BellSouth and Tristar agree to add the following OSS Rates to Table 1 of Attachment 11 of their existing Agreement as follows:

<b>OPERATIONAL SUPPORT SYSTEMS</b>	<b>AL, FL, GA, KY, MS, NC, SC, TN</b>	<b>LA</b>
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	\$19.99	See applicable rate element

7. The Parties agree that Tristar will incur the mechanized rate for all LSRs, both electronic and manual, if the percentage of mechanized LSRs to total LSRs exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

8. The Parties agree that the threshold plan described in Paragraph 7 above may be superceded by an LSR specific process that would apply the mechanized LSR rate to only those manual LSRs, which cannot be submitted over a mechanized system.

9. The Parties agree that any charges BellSouth is unable to bill on April 15, 1999 will be trued up on or about July 1, 1999.

10. The Parties agree that all other provisions of the Agreement, dated April 1, 1998, shall remain in full force and effect.

11. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, 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.

**Tristar Communications**

**BellSouth Telecommunications, Inc.**

*Signature on File*

*Signature on File*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Nathan Gross

\_\_\_\_\_  
Jerry D. Hendrix

Name

Name

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Director - Interconnection Services

Title

Title

\_\_\_\_\_  
3/31/99

\_\_\_\_\_  
4/12/99

Date

Date

**DUPLICATE ORIGINAL**