

RECEIVED FPSC

BELLSOUTH

98 DEC 10 PM 4:35

BellSouth Telecommunications, Inc.
Suite 400
150 South Monroe Street
Tallahassee, Florida 32301-1556

850 224-7700
Fax 850 224-5073

A. M. Lombardo
Regulatory Vice President

RECORDS AND
REPORTING

December 10, 1998

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

981841-TP

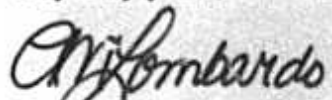
Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Satcom Systems pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Satcom Systems are submitting to the Florida Public Service Commission their amendment to their negotiated agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by Satcom Systems. The Commission approved the initial agreement between the companies in Order No. PSC-98-1147-FOF-TP issued August 25, 1998 in Docket 980625-TP. (Satcom Systems is changing their name to Tristar Communications.)

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the amendment to the negotiated agreement between BellSouth and Satcom Systems 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 amendment.

Very truly yours,



Regulatory Vice President
(2A)

DOCUMENT NUMBER-DATE

13955 DEC 10 88

FPSC-RECORDS/REPORTING

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
SATCOM SYSTEMS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED APRIL 1, 1998**

Pursuant to this Agreement, (the "Amendment") Satcom Systems, Inc. ("Satcom") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 1, 1998 ("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. Satcom has changed the name of said business to Tristar Communications. The Interconnection Agreement is hereby amended to reflect the name change.
2. Exhibit 1 of this Amendment, Statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, as signed by authorized party of Tristar, is hereby an attachment to the Interconnection Agreement.
3. Exhibit 2 of this Amendment, Authorization for Transfer and Release Notice, as signed by authorized party of Satcom, is hereby an attachment to the Interconnection Agreement.
4. All of the other provisions of the Interconnection Agreement dated April 1, 1998, shall remain in full force and effect.
5. Either or both of the Parties is authorized to submit this Amendment to each Public Service 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 be executed by their respective duly authorized representatives on the date indicated below.

Tristar Communications

By: [Signature]

Name: Walter Gatz

Title: VP

Date: 12-20-98

BellSouth Telecommunications, Inc.

By: [Signature]

Name: Jerry D. Hendrix

Title: Director

Date: 12/2/98

AUTHORIZATION FOR TRANSFER AND RELEASE NOTICE

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

1. Satcom agrees to transfer services in the name of Tristar Communications 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 Satcom.
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 Satcom and Tristar, to the contrary, Satcom recognizes that under applicable tariffs agreements, BellSouth Telecommunications is authorized to demand from Satcom, current, past due and presently outstanding bills which are attributed to Satcom.
4. Notwithstanding any agreement between Satcom and Tristar, to the contrary, Satcom recognizes that under applicable tariffs and agreements, the transfer of service(s) does not relieve or discharge Satcom from remaining jointly or severally liable with Tristar for any obligations existing at the time of transfer.
5. Signed this 20 day of Nov 19 97

Satcom Systems, Inc. Billing Name & Address:

Tristar Communications
100 E. Line Blvd #4076
Delray Beach, FL 33482

By: 
 (Signature)