

**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 on File

Name: Nathan Gross

Title: Vice President

Date: 11-20-98

BellSouth Telecommunications, Inc.

By: Signature on File

Name: Jerry Hendrix

Title: Director

Date: 12-2-98

**STATEMENT OF ASSUMPTION OF SERVICES AND
ALL OUTSTANDING INDEBTEDNESS AND FUTURE CHARGES**

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

1. BellSouth agrees, pursuant to the terms of this Agreement to furnish telecommunications services to Tristar. Service includes any service offered by BellSouth Telecommunications under its intrastate tariffs or the Interconnection Agreement executed between BellSouth and Satcom Systems, Inc. ("Satcom").
2. Tristar hereby agrees that any transfer of service through the sale, merger, consolidation, acquisition, or any other corporate buy-sell agreement shall be in accordance with the requirements of this Agreement and applicable tariffs or other agreement(s) in effect at the time of the sale, merger, consolidation, acquisition or buy-sell arrangement.
3. Tristar hereby
 - assumes all obligations for services provided to Satcom and agrees to pay BellSouth, upon demand, account security, applicable service ordering charges, future, current, past due and presently outstanding bills which are attributed to Satcom for such services pursuant to the applicable tariff or interconnection agreement.
 - does NOT assume all obligations for services offered to Satcom and thereby agrees to pay BellSouth, upon demand, account security, applicable service ordering charges and future bills.
4. Tristar specifically agrees to pay all bills and charges for billing account numbers on Attachment(s) that were incurred during the time period the account was in the name of Satcom as well as any and all charges incurred during the time period that Tristar is a customer.
5. Tristar specifically agrees to assume the unexpired portion of the minimum period and the termination liability applicable to such services.
6. Tristar agrees that the requirements of this Agreement apply where Satcom requests a final bill on its account and establishes a new account or requests a modification or change of the existing services of Satcom.
7. Tristar understands that BellSouth requires 60 days notification prior to the effective date of such assumption of service in order to comply with such request.
8. BellSouth will provide written acknowledgment of such notification 15 days from the receipt of such notification.
9. The undersigned is a duly authorized representative of Tristar and by the authority granted to the undersigned by Satcom is authorized to bind it to the terms and conditions contained herein.
10. Signed this 20 day of November 1998.

Tristar Communications Billing Name & Address:

Tristar Communications
100 E Linton Blvd. #407B
Delray Beach, Florida 33483

By: Signature on File

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 20th day of November 1998.

Satcom Systems, Inc. Billing Name & Address:

Tristar Communications
100 E Linton Blvd. #407B
Delray Beach, Florida 33483

By: Signature on File