

**FIRST AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
PREMIERE NETWORK SERVICES, INC.  
AND  
BELL SOUTH TELECOMMUNICATIONS, INC.  
DATED DECEMBER 22, 2000**

Pursuant to this Amendment, (the "Amendment"), Premiere Network Services, Inc. ("Premiere"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 22, 2000 ("Agreement").

WHEREAS, BellSouth and Premiere entered into the Agreement on December 22, 2000, and;

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. Exhibit C of Attachment 2 of the Agreement is hereby amended to replace the existing rates for 4-wire ISDN DS1 Port, per month with the following rates for that element:

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
<b>4-wire ISDN DS1 Port, per month</b>	UEPEX	\$186.02	\$95.39	\$163.16	\$275.48	\$194.72	\$213.21	\$179.75	\$214.79	\$308.00
NRC – 1 <sup>st</sup>	UEPEX	\$244.85	\$417.51	\$186.80	\$181.27	\$181.89	\$244.12	\$241.63	\$278.37	\$148.66
NRC – Add'l	UEPEX	\$244.85	\$203.18	\$186.80	\$116.42	\$181.89	\$244.12	\$241.63	\$278.37	\$147.18
NRC – Disconnect Charge – 1 <sup>st</sup>	UEPEX	\$51.19	\$149.75	NA	NA	\$27.11	\$53.32	NA	NA	\$38.46
NRC - Disconnect Charge – Add'l	UEPEX	\$51.19	\$37.93	NA	NA	\$27.11	\$53.32	NA	NA	\$36.98
NRC – Incremental Charge – Manual Service Order – 1 <sup>st</sup>	SOMAN	\$54.75	\$21.56	\$37.88	NA	\$33.18	\$51.03	\$53.89	\$65.48	\$40.69
NRC – Incremental Charge – Manual Service Order – Add'l	SOMAN	\$54.75	\$21.56	\$37.88	NA	\$33.18	\$51.03	\$53.89	\$65.48	\$42.17
NRC – Incremental Charge – Manual Service Order – Disconnect – 1 <sup>st</sup>	SOMAN	\$11.53	\$3.84	NA	NA	\$7.73	\$8.51	NA	NA	\$9.07
NRC – Incremental Charge – Manual Service Order – Disconnect – Add'l	SOMAN	\$11.53	\$3.84	NA	NA	\$7.73	\$8.51	NA	NA	\$10.54

2. All of the other provisions of the Agreement, dated December 22, 2000 shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities 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.

**Premiere Network Services, Inc.**

**BellSouth Telecommunications, Inc.**

By: Signature on File

By: Signature on File

Name: Leo Wrobel

Name: Patrick C. Finlen

Title: President/CEO

Title: Managing Director

Date: February 5, 2001

Date: 2/9/01



