

**Amendment to the Agreement  
Between  
GSC Telecommunications, Inc  
and  
BellSouth Telecommunications, Inc.  
Dated August 24, 2006**

Pursuant to this Amendment, (the "Amendment"), GSC and BellSouth Telecommunications, Inc. , now d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (hereinafter referred to as "AT&T"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 24, 2006 ("Agreement") to be effective the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and GSC entered into the Agreement on August 24, 2006, 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. The Parties agree to delete and replace in its entirety Section 19.1 of the General Terms and Conditions as follows:
  - 19.1 With the exception of billing notices, governed by Attachment 7, every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

**AT&T**

AT&T Local Services Specialist  
600 North 19<sup>th</sup> Street, 10<sup>th</sup> floor  
Birmingham, AL 35203

and

AT&T Wholesale Attorney  
Suite 4200  
675 West Peachtree Street  
Atlanta, GA 30375

**GSC Telecommunications, Inc**

Philip J Starr, Esq.  
President  
GSC Telecommunications, Inc.  
236 South Rainbow Boulevard

Suite 137  
Las Vegas, Nevada 89145-5329  
[philipjstarr@gmail.com]

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

2. All of the other provisions of the Agreement, dated August 24, 2006, shall remain in full force and effect.
3. Either or both of the Parties are 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.

**GSC Telecommunications, Inc**By: *Philip J Starr*Name: Philip J StarrTitle: PresidentDate: 11 December 2007**BellSouth Telecommunications, Inc.****d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee**By: *Kristen E Shore*Name: Kristen E. ShoreTitle: DirectorDate: 12/14/07

	<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____
FLORIDA	_____	_____
GEORGIA	_____	_____
KENTUCKY	_____	_____
LOUISIANA	_____	_____

	<u>OCN #</u>	<u>ACNA</u>
MISSISSIPPI	_____	_____
NORTH CAROLINA	<u>447A</u> <sup>PKS</sup>	<u>GXX</u> <sup>PKS</sup>
SOUTH CAROLINA	_____	_____
TENNESSEE	_____	_____