

**AMENDMENT
TO THE
AGREEMENT BETWEEN
WINSTAR WIRELESS, INC.
AND BELL SOUTH TELECOMMUNICATIONS, INC.
DATED MAY 9, 2000**

Pursuant to this Agreement, (the "Amendment"), Winstar Wireless, Inc. ("Winstar"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Microwave Collocation Agreement between the Parties dated May 9, 2000 ("Agreement").

WHEREAS, BellSouth and Winstar entered into a Microwave Collocation Agreement on May 9, 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. The Agreement is hereby amended to delete in its entirety Section 7, Antenna Modifications, and replace it with the following language:

Winstar must submit an application with a fee before adding additional equipment to the microwave collocation space or to move equipment outside of designated space. Winstar may not construct improvements or make Major Alterations to its rooftop space or microwave transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application) within thirty (30) business days. "Major Alterations" shall include but not be limited to: (i) additional construction by Winstar of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment or similar functionality, (ii) routine repairs and maintenance to such microwave transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee. Anything outside of normal maintenance may require a subsequent application fee as indicated in Exhibit B of the Collocation Agreement.

2. Section 3, Responsibility Of The Parties, is amended to add paragraph H as follows:

H. Winstar shall only use the microwave dishes located on the BellSouth roof to receive aggregated microwave signals from a Winstar hub. Additionally, Winstar may not connect Indoor Units ("IDU") within the collocation space through cross-connect facilities in lieu of interconnecting to BellSouth's network or accessing BellSouth's unbundled network elements.

3. All of the other provisions of the Agreement, dated May 9, 2000, shall remain in full force and effect.

4. 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.

Winstar Wireless, Inc.

BellSouth Telecommunications, Inc.

By: _____

By: _____

Name: _____

Name: Jerry Hendrix

Title: _____

Title: Executive Director

Date: _____

Date: _____