

Connie Nicholas
Assistant Vice President
Wholesale Markets-Interconnection



**GTE Network
Services**

HQE03B28
600 Hidden Ridge
P.O. Box 152092
Irving, TX 75038
972/718-4586
FAX 972/719-1523

January 14, 1999

Mr. Robert Shields Jr.
President
TranStar Communications, L.L.C.
2101 Harwood Road, Suite 115
Bedford, Texas 76021

Dear Mr. Shields:

We have received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996, you wish to adopt the terms of the Interconnection Agreement between Buy-Tel Communications, Inc. ("Buy-Tel") and GTE that was approved by the Commission as an effective agreement in the State of Kentucky in Docket No. 98-343 (?Terms?). The Terms provide for the election by Buy-Tel Communications, Inc. of certain additional provisions from a future GTE arbitrated agreement and may also include provisions that could be interpreted contrary to the law (?Arbitrated Provisions?). I understand you have a copy of the Terms.

TranStar Communication, L.L.C.'s adoption of Buy-Tel Communications, Inc. agreement shall become effective upon filing of this letter with the Kentucky Public Service Commission and remain in effect no longer than the date the Buy-Tel Communications, Inc. agreement is terminated.

As these Terms are being adopted by you pursuant to your statutory rights under section 252(i), GTE does not provide the Terms to you as either a voluntary or

Mr. Robert Shields Jr.
January 14, 1999
Page 2

Nothing herein shall be construed as or is intended to be a concession or admission by either GTE or TranStar Communications, L.L.C. that any Arbitrated Provisions comply with the rights and duties imposed by the Telecommunications Act of 1996, the decision of the FCC and the Commission, the decisions of the courts, or other law, and both GTE and TranStar Communications, L.L.C. expressly reserve their full right to assert and pursue claims arising from or related to the Arbitrated Provisions, or other provisions that could be interpreted contrary to the law. GTE contends that certain provisions of the Terms may be void or unenforceable as a result of the July 18, 1997 and October 14, 1997, decisions of the United States Eighth Circuit Court of Appeals. Should TranStar Communications, L.L.C. attempt to apply such conflicting provisions, GTE reserves its rights to seek appropriate legal and/or equitable relief. Should any provision of the Terms be modified, such modification would likewise automatically apply to this 252(i) adoption.

Please indicate by your countersignature on this letter your understanding of and commitment to the following three points:

- (A) TranStar Communications, L.L.C. adopts the Terms of the Buy-Tel Communications, Inc. agreement for interconnection with GTE and in applying the Terms, agrees that TranStar Communications, L.L.C. be substituted in place of ?Buy-Tel Communications, Inc.? in the Terms wherever appropriate.
- (B) TranStar Communications, L.L.C. requests that notice to TranStar Communications, L.L.C. as may be required under the Terms shall be provided as follows:

To : TranStar Communications, L.L.C.
Attention: Mr. Robert Shields Jr.
P. O. Box 211807
Bedford, TX 76005-8807

Mr. Robert Shields Jr.
January 14, 1999
Page 3

- (C) TranStar Communications, L.L.C. represents and warrants that it is a certified provider of local dialtone service in the State of Kentucky, and that its adoption of the Terms will cover services in the State of Kentucky only.

Sincerely,

GTE South Incorporated
Contel of the South, d/b/a GTE Systems of the South

Connie Nicholas
Assistant Vice President
Wholesale Markets - Interconnection

Reviewed and countersigned as to points A, B, and C:

TranStar Communications, L.L.C.

Robert Shields Jr.

c: R. Ragsdale - HQE03B75 - Irving, TX
M. Marczyk - FLTC0009 - Tampa, FL
C. Bennett - TXD1933D - Irving, TX