

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
FRONTIER LOCAL SERVICES, INC.  
BELL SOUTH TELECOMMUNICATIONS, INC.  
DATED MARCH 16, 1999**

Pursuant to this Agreement, (the "Amendment"), Frontier Local Services, Inc, and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 16, 1999 ("Agreement").

WHEREAS, BellSouth and Frontier Local Services, Inc. entered into an Interconnection Agreement on March 16, 1999, 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. General Terms and Conditions – Part A is hereby amended to delete the following language :

**The terms and conditions contained within this Part A & Part B were negotiated as a whole and each term and condition within this Part A & Part B is interdependent upon the other terms and conditions.**

2. Attachment 1 – Resale is hereby amended to delete the following language:

**The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.**

3. The second paragraph of Section 3.1 of Attachment 1 is hereby deleted in its entirety and replaced with the following language:

All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

4. All of the other provisions of the Agreement, dated March 16, 1999, shall remain in full force and effect.
5. 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.

**Frontier Local Services, Inc., Inc.**

**BellSouth Telecommunications, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Michael J. Shortley, III

Name: Jerry Hendrix

Title: Associate General Counsel

Title: Senior Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_