

**AMENDMENT
TO THE
COMMERCIAL AGREEMENT - WHOLESALE LOCAL PLATFORM
BETWEEN
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
AND
BUDGET PHONE, INC.**

This Amendment (the "Amendment") amends the Commercial Agreement by and between 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 ("AT&T-9STATE") and Budget Prepay, Inc. ("Budget Prepay" also referred to as "CUSTOMER"). AT&T-9STATE and CUSTOMER are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T-9STATE and CUSTOMER are Parties to a certain Commercial Agreement – Wholesale Local Platform™ having an effective date of December 14, 2007, as may have been amended, pursuant to which AT&T-9STATE provides Wholesale Local Platform™ ("WLP Agreement"); and

WHEREAS, AT&T-9STATE and CUSTOMER have agreed to amend the WLP Agreement as set forth herein.

WHEREAS, both Parties are willing to agree to this Amendment only on the basis that the entirety of this Amendment being an indivisible whole.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1.0 Changes to the WLP Agreement

1.1 The Preamble in the Terms & Conditions to this Agreement is hereby amended and restated as follows to reflect the CUSTOMER'S legal name change from Budget Phone, Inc. to Budget Prepay, Inc.:

THIS COMMERCIAL AGREEMENT is made by and between 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 ("AT&T-9STATE") and Budget Prepay, Inc. ("CUSTOMER"), a Louisiana corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either AT&T-9STATE or CUSTOMER or both as a "Party" or "Parties".

1.2 Section 3.1 of the Terms & Conditions to this Agreement is hereby amended and restated as follows:

3.1 Except as otherwise provided herein, the term of this Agreement (the "Term") shall commence upon the Effective Date of this Agreement and shall expire on June 30, 2009 (the "Expiration

Date⁴). This Agreement shall automatically terminate on the first day following the Expiration Date, unless both Parties otherwise agree to extend the terms in writing via an amendment to this Agreement. Otherwise, upon the Expiration Date of this Agreement, neither Party shall have any further obligation under this Agreement, except as otherwise set forth in this Section 3.0 and pursuant to Survival, Section 25, *provided, however*, that this Agreement shall remain in effect after the Expiration Date, (June 30, 2009), until all services have been transitioned or disconnected as set forth in Section 3.7 below.

1.3 Section 3.2 of the Terms and Conditions to this Agreement is hereby added as follows:

3.2 In the event that CUSTOMER should wish to pursue a successor Agreement with AT&T-9STATE to have in place upon the Expiration Date of this Agreement, CUSTOMER must provide AT&T-9STATE with a written request to negotiate no later than sixty (60) days prior to the Expiration Date of this Agreement. Upon AT&T-9STATE's receipt of CUSTOMER's request to negotiate, the Parties shall commence good faith negotiations for a successor Agreement for the services and/or products provided under this Agreement that AT&T-9STATE continues to offer. For avoidance of doubt, nothing in this Agreement obligates AT&T-9STATE after the Expiration Date to continue to offer or provide any services and/or product that were provided under this Agreement. If the Parties have not executed a new Agreement within sixty (60) days prior to the Expiration Date of this Agreement (i.e., June 30, 2009), negotiations for a new Agreement shall cease unless otherwise mutually agreed to by the Parties, and the Parties shall develop a transition plan pursuant to Section 3.7 below; *provided however*, that the failure to develop a transition plan shall not constitute a breach of this Agreement. In the event the Parties are unable to agree upon a transition plan, AT&T-9STATE may, at its discretion, disconnect all or any of the services at any time after June 30, 2009.

1.4 Section 3.3 of the Terms & Conditions to this Agreement is hereby added as follows:

3.3 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of: (i) the effective date of the successor agreement, if any; or (ii) the Termination Date set forth in Section 3.1 above. In the event that services exist after the Expiration Date, (June 30, 2009), the rates and terms for such services (for the period from June 30, 2009 until such services are actually transitioned or disconnected) shall be the rates and terms for services in effect as of the Expiration Date, except such rates may be raised or lowered by AT&T-9STATE upon sixty (60) days Notice, which Notice shall not be provided before May 1, 2009. Subject to AT&T-9STATE's right to disconnect set forth in Sections 3.6 and 3.7, in the event of termination of this Agreement pursuant to Section 3, the Parties shall cooperate in good faith to effect an orderly transition of CUSTOMER's End Users before services are terminated. If and when all services are disconnected hereunder pursuant to a transition plan, except as otherwise set forth in this Section 3.0 and pursuant to Survival, Section 25, this Agreement will terminate.

1.5 Section 3.2 of the Terms and Conditions to this Agreement is hereby changed to 3.4 as follows:

3.4 Except as set forth in Attachment 3, if either Party breaches or defaults on any of the terms, conditions, or covenants of this Agreement, the other Party shall give the breaching Party written notice of such breach or default. If such breach or default continues for ten (10) days after such written notice, then all monies owed on all outstanding invoices shall become due, and in addition to all other rights and remedies of law or equity or otherwise, the non-breaching Party may terminate this Agreement without any charge, obligation, or liability whatsoever for such breach, except for payment for Services already received and accepted.

1.6 Section 3.3 of the Terms and Conditions to this Agreement is hereby changed to 3.5 as follows:

3.5 To the extent CUSTOMER is in breach or default of its obligations under any other agreement or tariff to which AT&T-9STATE and CUSTOMER are parties, such breach or default shall be deemed a breach or default under this Agreement, and AT&T-9STATE may exercise any right of disconnection, suspension or termination of services, or any other rights upon default or breach as described in this Agreement, to the same extent such rights may be exercised for a default or breach under this Agreement.

1.7 Section 3.4 of the Terms and Conditions to this Agreement is hereby changed to 3.6 as follows:

3.6 In addition to as otherwise set forth in this Agreement, AT&T-9STATE reserves the right to suspend or terminate Service in the event of prohibited, unlawful or improper use of AT&T-9STATE facilities or service, or abuse of AT&T-9STATE facilities.

1.8 Section 3.5 of the Terms and Conditions to this Agreement is hereby changed to 3.7 as follows:

3.7 Upon termination of this Agreement, the rates, terms and conditions of this Agreement shall continue to apply for all Services until the date such Services are actually transitioned from this Agreement, or the date that AT&T-9STATE specifies for the completion of the transition, whichever is earlier, (the "Transition Period"). CUSTOMER shall not be entitled to place any orders for the purchase of Services or make any changes to the Services other than transitioning the Services from this Agreement during the Transition Period.

1.9 Section 20.1 of the Terms and Conditions to this Agreement is hereby revised to reflect a modification to AT&T-9STATE and CUSTOMER contact names and addresses as follows:

AT&T-9STATE

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398

Budget Prepay, Inc.

Jody Craft
Director of Operations
1325 Barksdale Boulevard
Suite 300
Bossier City, LA 71111
Telephone: 3178-671-5702
Facsimile: 319-908-9080
Email: jodyc@budgetprepay.com

2.0 Amendment Effective Date

2.1 This Amendment is effective 10 business days after the last party signs the Amendment.

3.0 Additional Terms and Conditions

3.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE WLP AGREEMENT SHALL REMAIN UNCHANGED.

3.2 This Amendment is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

3.3 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the WLP Agreement (including all of its accompanying Appendices, Schedules and Exhibits but ignoring this Amendment), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

3.4 The headings of certain sections of this Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Amendment.

3.5 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

3.6 Except as specifically modified by this Agreement with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

3.7 AT&T-9STATE will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211.

Budget Prepay, Inc.

**BellSouth Telecommunications Inc, d/b/a AT&T
Alabama, d/b/a AT&T Florida, d/b/a AT&T Georgia,
d/b/a AT&T Kentucky, d/b/a AT&T Louisiana, d/b/a
AT&T Mississippi, d/b/a AT&T North Carolina, d/b/a
AT&T South Carolina, d/b/a AT&T Tennessee; by
AT&T Operations, Inc., its authorized agent**

By: Robert D. Hyde III
Name: ROBERT D. HYDE III
Title: GENERAL MGR.
Date: 12-22-08

By: Eddie A. Reed, Jr.
Name: Eddie A. Reed, Jr.
Title: Director-Interconnection Agreements
Date: 3-13-09

	OCN
ALABAMA	105A
FLORIDA	230B
GEORGIA	268B
KENTUCKY	8893
LOUISIANA	8809
MISSISSIPPI	8810
NORTH CAROLINA	854A
SOUTH CAROLINA	852A
TENNESSEE	8894

ACNA BGP