

**AMENDMENT
TO THE
AGREEMENT BETWEEN
BRYANT'S WIRELESS SERVICE
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED MARCH 21, 2000**

Pursuant to this Agreement, (the "Amendment"), Bryant's Wireless Services, Inc., ("Bryant's Wireless Service"), 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 21, 2000 ("Agreement").

WHEREAS, BellSouth and Bryant's Wireless Service entered into an Interconnection Agreement on March 21,2000, and;

WHEREAS, the Parties desire that the Agreement be amended to reflect the correct, certificated name and to reflect release of Subscriber Listing Information for Independent Publishers for Bryant's Wireless Services, Inc. , 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 Preamble of the Agreement is hereby deleted in its entirety and a new Preamble is hereby inserted, to read as follows:

This Agreement, which shall be deemed effective as the date of the last signature of both Parties, is entered into by and between Bryant's Wireless Services, Inc., ("Bryant's Wireless Service"), a South Carolina corporation on behalf of itself ; and, BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia 30375, on behalf of itself and its successors and assigns.

2. Notwithstanding any provision(s) to the contrary, Bryant's Wireless Service agrees to provide to BellSouth, and BellSouth agrees to accept, Bryant's Wireless Service Subscriber Listing Information (SLI) relating to Bryant's Wireless Service customers in the geographic area(s) covered by this Interconnection Agreement. Bryant's Wireless Service authorizes BellSouth to release all such Bryant's Wireless Service SLI provided to BellSouth by Bryant's Wireless Service to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for

release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

- 2.2 No compensation shall be paid to Bryant's Wireless Service for BellSouth's receipt of Bryant's Wireless Service SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Bryant's Wireless Service SLI, or costs on an ongoing basis to administer the release of Bryant's Wireless Service SLI, Bryant's Wireless Service shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- 2.3 BellSouth shall not be liable for the content or accuracy of any SLI provided Bryant's Wireless Service under this Agreement. Bryant's Wireless Service shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Bryant's Wireless Service listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Bryant's Wireless Service any complaints received by BellSouth relating to the accuracy or quality of Bryant's Wireless Service listings.
- 2.4 Listings and subsequent updates will be released consistent with BellSouth system and/or update scheduling requirements.
3. All of the other provisions of the Agreement, dated March 21, 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.

Bryant's Wireless Services, Inc.

By: Signature On File

Name : Alex Bryant

Title: President/CEO

Date: 3/12/01

BellSouth Telecommunications, Inc.

By: Signature On File

Name: Christine W. Boltz

Title: Managing Director

Date: 3/15/01