

**Amendment
To the
Interconnection Agreement
Between
Ernest Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated May 2, 2002**

Pursuant to this Amendment, (the "Amendment"), Ernest Communications, Inc. (ECI), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 2, 2002 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Ernest Communications, Inc. entered into the Agreement on May 2, 2002, and;

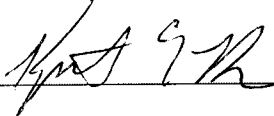
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 2 of the Interconnection Agreement entered into between Ernest and BellSouth is hereby amended to change section 5.6.5 through 5.6.5.1 to read as follows:
 - 5.6.5. Dial Around Compensation
 - 5.6.5.1 For a call originated by a pay phone end user over Ernest's unbundled Coin port/loop combinations and terminated to a BellSouth IntraLata 800 end user, BellSouth shall pay dial around compensation directly to the payphone end user provider in the amount specified by the FCC in docket #96-128, (the Pay Phone Order), or in other such orders that may modify amend or supercede the Pay Phone Order
2. All of the other provisions of the Agreement, dated May 2, 2002, shall remain in full force and effect.
3. 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 have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: _____



Name: Kristen Rowe

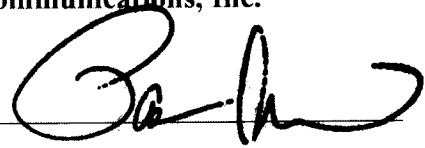
Title: Director

Date: _____

8/16/04

Ernest Communications, Inc.

By: _____



Name: Paul Masters

Title: President

Date: 8-10-04

Confidential and Proprietary. For discussion purposes only.

Dial Around Compensation Amendment: Version: 07/22/2004

[CCCS Amendment 2 of 2]

[CCCS Amendment 2 of 2]