

**Amendment
To the
Interconnection Agreement
Between
Navigator Telecommunications, LLC
and
BellSouth Telecommunications, Inc.
Dated August 10, 2002**

Pursuant to this Amendment, (the "Amendment"), Navigator Telecommunications, LLC (Navigator), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 10, 2002 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Navigator Telecommunications, LLC entered into the Agreement on August 10, 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 Navigator and BellSouth is hereby amended to change section 5.6.9 through 5.6.9.1 to read as follows:

5.6.9. Dial Around Compensation

5.6.9.1 For a call originated by a pay phone end user over Navigator'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 August 10, 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 E. Rowe

Title: Director

Date: 

Navigator Telecommunications, LLC

By: 

Name: Kenrick LeDoux

Title: CTO+VP Engineering

Date: 

Confidential and Proprietary. For discussion purposes only.

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