

**Amendment to the Agreement
Between
e-Tel, LLC
and
BellSouth Telecommunications, Inc.
Dated September 27, 2002**

Pursuant to this Amendment, (the "Amendment"), e-Tel, LLC ("e-Tel"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 27, 2002 ("Agreement") to be effective the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and e-Tel entered into the Agreement on September 27, 2002, and;

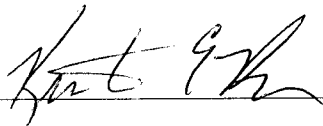
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete Section 1.8 of Attachment 2, Network Elements and Other Services, of the Agreement in its entirety and replace it with the following Section 1.8:

"1.8 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, e-Tel shall undertake a reasonably diligent inquiry to determine whether e-Tel is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, e-Tel self-certifies that to the best of e-Tel's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon e-Tel's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill e-Tel the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in BellSouth's favor, e-Tel shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected."
2. All of the other provisions of the Agreement, dated September 27, 2002, shall remain in full force and effect.
3. Either or both of the Parties are 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 Amendment the day and year written below.

BellSouth Telecommunications, Inc.

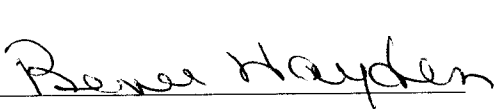
By: 

Name: Kristen Rowe

Title: Director

Date: 8/9/05

e-Tel, LLC

By: 

Name: Renee Hayden

Title: Manager

Date: 8-5-05