

**Amendment to the  
Interconnection Agreement  
Between  
BellSouth Telecommunications, Inc.  
and  
Lightning Communications, Inc.**

This agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") and Lightning Communications, Inc. ("Lightning"), and may refer to either BellSouth or Lightning or both as a "Party" or "Parties". This Amendment will be effective from the date of last signature executing the Amendment.

WHEREAS, BellSouth and Lightning entered into the Agreement on 5/14/2003, 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. In General Terms and Conditions, Section 20.1, Notice, the Parties shall agree to delete the following:

Lightning Communications, Inc.

And replace it with the following:

Milo Meacham  
Lightning Communications, Inc.  
153-B North Hollywood Road  
Houma, LA 70364  
e-mail: bri@lightninghomephones.com

2. All of the other provisions of the Agreement, dated 05/14/2003, 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.

## Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

**BellSouth Telecommunications, Inc.**By: Name: Kristen RoweTitle: DirectorDate: 5/20/05**Lightning Communications, Inc.**By: Name: M. L. McEachan, Jr.Title: Corp. Sec.Date: 5-20-05