

**Amendment to the Agreement  
Between  
ALCALL, Inc.  
and  
BellSouth Telecommunications, Inc.  
Dated January 8, 2001**

Pursuant to this Amendment, (the "Amendment"), ALCALL, Inc. (ALCALL), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 8, 2001 ("Agreement") to be effective on the last signature executing the Amendment.

WHEREAS, BellSouth and ALCALL entered into the Agreement on January 8, 2001, 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. Replace Section 2, Term of the Agreement, with the following language:

**2. Term of the Agreement**

- 2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.4 In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement, this Agreement shall be deemed extended on a month-to-month basis. Upon conversion to a month-to-month term, either Party, in its discretion may terminate this

Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to provide services to ALCALL pursuant to (1) the terms, conditions and rates set forth in Bellsouth's standard interconnection agreement then in effect and made available to CLECs requesting negotiations pursuant to Section 251 of the Act, or (2) an agreement adopted by ALCALL pursuant to Section 15 of this Agreement. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement. In the event that the Parties begin operating under BellSouth's standard interconnection agreement or an agreement adopted by ALCALL, the Parties may continue to negotiate a Subsequent Agreement or may continue to pursue arbitration of a Subsequent Agreement before the Commission. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise.

2. All of the other provisions of the Agreement, dated January 8, 2001, 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 Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**

**ALCALL, Inc.**

By: Kristen E. Rowe

By: Greg Davis

Name: Kristen E. Rowe

Name: GREG DAVIS

Title: Director

Title: V.P.

Date: 1/6/2004

Date: 12/29/03