

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT
OF 1996
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND
AT&T TENNESSEE
AND
SUN-TEL USA, INC.**

The Interconnection Agreement dated January 18, 2006 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and Sun-Tel USA, Inc. ("Sun-Tel") ("Agreement") effective in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee is hereby amended as follows:

1. The Parties agree that **AT&T-9STATE** shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
 - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from January 17, 2009 until January 17, 2012 (the "Extended Expiration Date") for the states **Florida and Kentucky**. The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Sun-Tel, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
 - 2.1.2 The Agreement is **not** extended in the states Alabama, Georgia, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee. The terms for the above states are terminated. Additionally, the rates for the above states for Attachment 1, Attachment 2, Attachment 3, Attachment 4 and Attachment 7 are terminated.
3. The Agreement is also amended as follows to reflect prior changes of law, and Sun-Tel acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. This Amendment shall be filed with and is subject to approval by the Commission(s) and shall become effective on the date of the last signature executing the Amendment

SUN-TEL USA, INC.

By: Name: Bob BARAD;

(Print or Type)

Title: CEO

(Print or Type)

Date: 10/28/08BellSouth Telecommunications, Inc. d/b/a
AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T
Mississippi, AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee by AT&T Operations, Inc.,
its authorized agentBy: Name: Eddie A. Reed, Jr.Title: Director - Interconnection AgreementsDate: 3-12-09

	<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____
FLORIDA	<u>4398/434A</u>	<u>UEA</u>
GEORGIA	<u>4399</u>	_____
KENTUCKY	<u>4398/434A</u>	<u>UEA</u>
LOUISIANA	<u>4399</u>	_____

	<u>OCN #</u>	<u>ACNA</u>
MISSISSIPPI	_____	_____
NORTH CAROLINA	_____	_____
SOUTH CAROLINA	_____	_____
TENNESSEE	_____	_____