

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
GULFPINES COMMUNICATIONS, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, INC.**

DATED September 4, 2001

Pursuant to this Amendment, (the "Amendment") GulfPines Communications, LLC (GulfPines) 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 4, 2001 (Agreement). This Amendment shall be deemed effective upon the date of the last signature of both Parties.

WHEREAS, BellSouth and GulfPines entered into the Agreement on September 4, 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. The Parties agree the Rate Element Description for USOC – PE1AX in Attachment 4, Exhibit B for Mississippi, will be corrected by deleting the phrase "per sq ft".
2. The Parties further agree that the existing information for GulfPines in Section 21.1 of General Terms and Conditions will be replaced by the following:

Joe Slay
General Manager
200 North 40th Avenue
Hattiesburg, MS 39401

3. All of the other provisions of the Agreement, dated September 4, 2001, shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the appropriate Public Service Commissions 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: 4/16/04

GulfPines Communications, LLC

By: 

Name: Joe P. SLAY

Title: GENERAL MGR

Date: 4 8 04