

**Amendment to the Agreement
Between
SouthEast Telephone, Inc.
and
BellSouth Telecommunications, Inc.
Dated October 9, 2001**

Pursuant to this Amendment, (the "Amendment"), SouthEast Telephone, Inc. ("SouthEast"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 9, 2001 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and SouthEast entered into the Agreement on October 9, 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 undersigned customer (hereinafter "SouthEast") has requested access to the Loop Qualification System (LQS). LQS was originally designed as an internal tool utilized by BellSouth and Internet Service Providers (ISPs) selling BellSouth ADSL (Asymmetric Digital Subscriber Line) Service to determine if a telephone number(s) at a specific service address qualified for BellSouth ADSL Service.

In consideration of the terms and conditions listed below, BellSouth hereby agrees to provide SouthEast access to LQS and a bulk list of ADSL qualified customers from LQS:

BellSouth makes no claim as to the accuracy or completeness of neither LQS nor the bulk list.

SouthEast is responsible for acting within the local, state, and federal law governing the use of the bulk list for the purpose of, but not limited to, marketing of service through direct mail or telemarketing. Furthermore, SouthEast hereby agrees to refrain from abusive telemarketing practices.

SouthEast agrees that it will use the LQS information and the bulk list and/or any information directly derived from the bulk list for the sole purpose of qualifying and selling its own DSL services (whether by itself or in a package of other offerings).

SouthEast will not use the bulk list for the purpose of conducting research, marketing, qualifying, or selling products and/or services other than its own DSL services.

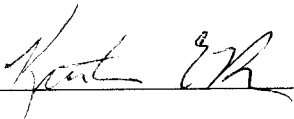
SouthEast will not provide the bulk list, any portion or portions of the bulk list, copies of the bulk list, or any information derived directly from the bulk list to others without the prior written consent of BellSouth.

SouthEast acknowledges and agrees to BellSouth's right to revoke and terminate the use of the bulk list by SouthEast. BellSouth may exercise this right of revocation and/or termination at any time, for any purpose, by oral or written notice to SouthEast. In such event, SouthEast agrees to immediately destroy or return all copies and/or components of the bulk list. For purposes of this paragraph, the term "immediately" shall be defined as a period of time not to exceed forty-eight (48) hours.

2. All of the other provisions of the Agreement, dated October 9, 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 Amendment the day and year written below.

BellSouth Telecommunications, Inc.

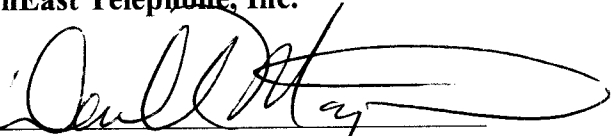
By: 

Name: Kristen Rowe

Title: Director

Date: 12/3/04

SouthEast Telephone, Inc.

By: 

Name: Darrell Maynard

Title: President

Date: 11/22/04