

**Amendment to the Agreement  
Between  
Telepak Networks, Inc.  
and  
BellSouth Telecommunications, Inc.  
Dated February 20, 2004**

Pursuant to this Amendment, (the "Amendment"), Telepak Networks, Inc. ("Telepak Networks"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 20, 2004 ("Agreement") to be effective as of January 1, 2006 ("Effective Date").

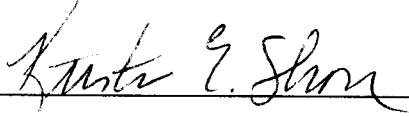
WHEREAS, BellSouth and Telepak Networks entered into the Agreement on February 20, 2004, and;

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:

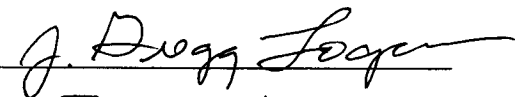
1. The Parties agree to delete Exhibit C of Attachment 1 of the Agreement and replace it in its entirety with Exhibit C as identified in Exhibit A attached hereto and made a part of this Amendment.
2. All of the other provisions of the Agreement, dated February 20, 2004, shall remain in full force and 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 E. Shore  
Title: Director  
Date: 3/10/06

**Telepak Networks, Inc.**

By:   
Name: J. Gregg Logan  
Title: Vice President  
Date: 3/8/06

## 1.0 Volume and Term

### 1.1 Scope

This Volume and Term Agreement (this Agreement) applies to the services specified in Appendix I provisioned within the states of Alabama, Florida, Louisiana, Mississippi, and Tennessee.

### 1.2 PURPOSE

BellSouth and Telepak Networks intend for Telepak Networks to purchase the services set forth in Appendix I at a Discount Level as set forth in Section 1.3.3. The specified services shall be purchased so that Telepak Networks will comply with the revenue commitment set forth in Section 2 below.

### 1.3 DEFINITIONS

1.3.1 "V&T Eligible Services" are those services listed in Appendix I.

1.3.2 "Monthly Revenue Commitment" represents the agreed upon amount of billing to Telepak Networks by BellSouth for BellSouth's V&T Eligible Services purchased at the Resale Rate that represent the revenue Telepak Networks agrees to achieve for the purposes of this Agreement. Telepak Networks' Monthly Revenue Commitment is included in Appendix II of this Agreement.

1.3.3 "Discount Level" is the 10.5 percent reduction applied to the Resale Rate. In other words, 10.5 percent is multiplied by the Resale Rate to yield the total amount credited.

1.3.4 The "Resale Rate" is the tariff rate less the applicable state-mandated resale discount applied monthly to the total recurring charges for the V&T Eligible Services and for which billing has occurred during the current billing period.

## 2.0 MONTHLY REVENUE COMMITMENT

2.1 Telepak Networks agrees to a Monthly Revenue Commitment in each remaining month of this Agreement as specified in Appendix II.

2.2 BellSouth and Telepak Networks agree that all recurring charges for V&T Eligible Services billed by BellSouth shall be applied toward Telepak Networks' Monthly Revenue Commitment. Telepak Networks' progress toward meeting the Monthly Revenue Commitment will be tracked by BellSouth and measured in dollars billed at the Resale Rate with a BellSouth bill date within the appropriate Contract Month.

- 2.3 Monthly Revenue Commitment does not include services purchased by Telepak Networks from the BellSouth Federal or State Access Tariff.
- 2.4 Telepak Networks will receive credit towards its Monthly Revenue Commitment for recurring charges that are waived due to BellSouth's failure to meet service commitments.
- 3.0 DISCOUNT LEVELS
- 3.1 BellSouth shall apply a discount that is a percentage reduction applied to the Resale Rate associated with the V&T Eligible Services. Discount Level of 10.5 percent shall be contingent on the Monthly Revenue Commitments as set forth in Appendix II.
- 3.2 Charges billed pursuant to Interconnection Agreements except as provided for herein, Federal or State Access Services tariffs, and billing for taxes or public imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, will not be subject to a discount under the terms of this Agreement.
- 4.0 REGULATORY CONSIDERATIONS
- 4.1 Telepak Networks recognizes and agrees that all services that are included in this Agreement will be purchased in accordance with the approved applicable BellSouth General Subscriber Services Tariff and Private Line Services Tariff in effect in each state. The provisions of such tariffs applicable to the services shall apply unless and except to the extent this Agreement contains express provisions specifically in conflict therewith (in which case the express provisions of this Agreement shall control to the extent permitted by applicable law.)
- 4.2 Telepak Networks acknowledges that BellSouth may be required to file and obtain approval of the Agreement in certain states prior to implementation of the Agreement in certain states. BellSouth agrees to begin any necessary filings within 30 days after the execution of the Agreement between BellSouth and Telepak Networks.
- 5.0 COMMITMENT REVISION
- 5.1 Telepak Networks agrees that if it fails to meet its Monthly Revenue Commitment during the term of this Agreement, BellSouth shall bill and Telepak Networks agrees to pay the difference between the Monthly Revenue Commitment and the actual billed revenue discounted in accordance with the actual realized Tier Level as set forth in Appendix II. BellSouth will issue Telepak Networks a bill for any such resulting amount which shall be payable thirty (30) days after receipt thereof by Telepak Networks.
- 6.0 TERMINATION.

- 6.1 Notwithstanding anything to the contrary in the General Terms and Conditions, this Agreement shall terminate on June 1, 2006.

## 7.0 BILLING

- 7.1 The Parties agree that the billing information currently being provided by BellSouth to Telepak Networks for the resale of General Subscriber Services Tariff (GSST) and Private Line services is acceptable for use under this Agreement in order to calculate the Discount Level. In the event that any billing question or issue arises, the matter will be subject to the billing dispute provisions of the Interconnection Agreement.
- 7.2 The Parties agree to place all V&T Eligible Services under one Q account for each State in which Telepak Networks obtains services from BellSouth and that each such account will be designated as the V&T Q Account for the relevant State. The resale recurring revenue associated with the V&T Eligible services billed under the V&T Q account will be used to calculate V&T credits each month.
- 7.3 The Monthly Revenue Commitment will be calculated one month in arrears. The reward will be applied to the Other Charges & Credits (OC&C) section of Telepak Networks' bill. The phrase assigned to identify the V&T credits in the OC&C section will be entitled "Rewards under Telepak Networks Resale V&T."

## 8.0 MISCELLANEOUS

- 8.1 Telepak Networks will be solely responsible for the identification of Telepak Networks accounts that are V&T eligible. Telepak Networks and BellSouth agree that BellSouth will not be responsible for failure to apply a discount to a V&T eligible account if such failure results from Telepak Network's failure to properly identify such account, unless the account is identified in the manner directed by BellSouth.
- 8.2 This Agreement shall be construed in accordance with the laws of the State of Georgia.
- 8.3 Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party. Current addresses are:

BellSouth

Attn: Resale Product Manager  
Suite E51  
3535 Colonnade Parkway

Birmingham, AL 35243

Telepak Networks

Attn: Operations Manager  
125 South Congress Street  
Suite 1830  
Jackson, MS 39201-3304

With a copy to:

Brunini, Grantham, Grower & Hewes, PLLC  
248 E. Capitol, Suite 1400  
Jackson, MS 39201  
Attn: Charle L. McBride, Jr.  
W. Ken Rogers, Jr.

- 8.4 All of the other provisions of the Interconnection Agreement shall remain in full force and effect.

Appendix I  
**V&T Eligible Services**

This Agreement covers GSST and Private Line network transport services and other regulated business services that Telepak Networks may order pursuant to the applicable BellSouth tariff. These services are:

1. Business Services in A.3:
  - Single-line Business Service as defined in A3.7.2
  - Multi-line Service as defined in A3.7.4
  - Business Plus Service<sup>®</sup> as defined in A3.43
  - Complete Choice<sup>®</sup> for Business Package as defined in A3.45
2. Services in A40.1:
  - Customer Connection to Frame Relay Service
  - Back-up Capability
  - Frame Relay Service Feature Charges
3. Services in A.42:
  - ISDN Business Service as defined in A42.1
  - ISDN Residential Service as defined in A42.2
  - Primary Rate ISDN as defined in A42.3
4. Special Assembly SONET Rings
5. Private Line Services in B7:
  - MegaLink<sup>®</sup>
  - MegaLink<sup>®</sup> Channel Service
  - LightGate<sup>®</sup>
  - SMARTRing<sup>®</sup> Services
  - SyncroNet<sup>®</sup> Service
  - SMARTPath<sup>®</sup> Service
  - MegaLink<sup>®</sup> Plus Service
  - MegaLink<sup>®</sup> Light Service

If BellSouth changes the name of a particular service listed above, the newly-named service will continue to be offered under this Agreement. However, if BellSouth makes substantive changes in the service offerings listed above or offers a similar product not included in the list above, the Parties will negotiate in good faith an amendment to this Agreement upon the request of either Party.

**Appendix II**  
**Monthly Revenue Commitment**

**Resale Revenue Achieved**

<b>January</b>	<b>\$800,000</b>
<b>February</b>	<b>\$800,000</b>
<b>March</b>	<b>\$600,000</b>
<b>April</b>	<b>\$300,000</b>
<b>May</b>	<b>\$100,000</b>
<b>Discount</b>	<b>10.5%</b>

The Minimum Monthly Revenue Commitment for each month is listed above