

BELLSOUTH® / CLEC Agreement

Customer Name: VCI Company

VCI Company Adoption Budget Phone	2
Adoption Papers	3
Signature Page	8

By and Between
BellSouth Telecommunications, Inc.
And
VCI Company

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between VCI Company ("VCI"), a Washington corporation and the respective subsidiaries and affiliates covered under this Agreement, as listed in Exhibit C, on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, VCI has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Budget Phone, Inc. dated September 17, 2005 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, VCI and BellSouth hereby agree as follows:

1. VCI and BellSouth shall adopt in its entirety the Budget Phone, Inc. Interconnection Agreement dated September 17, 2005 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Budget Phone, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Title Page	1
Table of Contents	1
General Terms and Conditions	1-24
Attachment 1	25-57
Attachment 2	58-278
Attachment 3	279-328
Attachment 4	329-473
Attachment 5	474-479
Attachment 6	480-488

Attachment 7	489-516
Attachment 8	517-518
Attachment 9	519-732
Attachment 10	733-741
Attachment 11	742-748
TOTAL	753

2. In the event that VCI consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of VCI under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in section 2 of the GT&Cs of the Budget Phone, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the Budget Phone, Inc. Interconnection Agreement, the effective date shall be September 17, 2005.

4. VCI shall accept and incorporate any amendments to the Budget Phone, Inc. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

VCI Company

Stan Efferding
Secretary/Treasurer
3875 Steilacoom Blvd. SW #A
Lakewood, Washington, 98499
Phone: 206-419-5948
Fax: 253-475-6328

E-Mail: vilaire@comcast.net

And

VCI Company

Stacey A. Klinzman

Regulatory Attorney

3875 Steilacoom Blvd. SW #A

Lakewood, Washington, 98499

Phone: 253-830-0056

Fax: 253-475-6328

E-Mail: staceyk@vcicompany.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

EXHIBIT C

SCHEDULE OF VCI COMPANY (VCI)
COMPANY AND OPERATING AFFILIATES NAMES

<u>STATE</u>	<u>NAME</u>
ALABAMA	VCI Company, Inc.
FLORIDA	Vilaire Communications, Inc.
GEORGIA	VCI Company
KENTUCKY	Vilaire Communications, Inc.
LOUISIANA	Vilaire Communications, Inc.
MISSISSIPPI	VCI Company
NORTH CAROLINA	Vilaire Communications, Inc.
SOUTH CAROLINA	VCI Company
TENNESSEE	VCI Company

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

By: 

 Name: Kristen E. Shore

Title: Director

Date: 1-11-06

VCI Company

By: 

Name: Stan Efferding

Title: Secretary/Treasurer

Date: January 4, 2006