

**Amendment to the Agreement
Between
Dialtone & More, Inc.
and
BellSouth Telecommunications, Inc. d/b/a AT&T Georgia
Dated May 23, 2007**

Pursuant to this Amendment, (the "Amendment"), Dialtone & More, Inc. (Dialtone & More), and BellSouth Telecommunications, Inc. d/b/a AT&T Georgia, hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated May 23, 2007 ("Agreement").

WHEREAS, on March 2, 2006, the Georgia Public Service Commission (Commission) issued its Order in Docket No. 19341-U (Change of Law Order), Proceeding to Consider Amendments to Interconnection Agreements Between AT&T Georgia and certified Competitive Local Exchange Carriers (CLECs) Due to Changes of Law; and

WHEREAS, on March 10, 2006, the Commission issued its Order Setting Rates Under Section 271 in Docket No. 19341-U (271 Order); and

WHEREAS, on March 24, 2006, the Commission issued its Order on Reconsideration of the March 10, 2006 Order Setting Rates Under Section 271 in Docket No. 19341-U (271 Reconsideration Order); and

WHEREAS, on January 3, 2008, the United States District Court for the Northern District of Georgia issued its Order in BellSouth Telecommunications, Inc., v. The Georgia Public Service Commission, No. 1:06-CV-00162-CC and Competitive Carriers of the South, Inc. v. The Georgia Public Service Commission, No. 1:06-CV-00972-CC (District Court Order), finding portions of the Change of Law Order, the 271 Order and the 271 Reconsideration Order unlawful in that the PSC lacks authority to implement Section 271 or to set rates for facilities and services required under Section 271 of the Act; and

WHEREAS, the Parties are obligated to amend the Agreement to bring it into compliance with the District Court Order; 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 hereby agree to modify the Notices Section of the General Terms and Conditions of Dialtone and More, Inc's Interconnection Agreement with the following:

Brian Cox
Dialtone and More, Inc.
11121 Hwy 70
Ste 202
Arlington TN 38002
(877) 277-8899

2. 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.
3. The Parties hereby agree to delete from the Agreement in its entirety Attachment 2, Exhibit 1 and any references to Attachment 2 in the Agreement (Georgia 271 Requirements and Line Sharing). The Parties further agree to delete any references in Attachment 2 to Section 271 elements or Line Sharing generally. Such contract provisions shall no longer apply to services provided in the State of Georgia.
4. The Parties hereby agree to delete the portion of Attachment 2, Exhibit A which includes rates for the Georgia 271 elements and Line Sharing, and to delete any references to Georgia 271 rates or Line Sharing rates set forth in Attachment 2 or the Exhibits thereto. Such rates shall no longer apply to services provided in the State of Georgia.
5. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the District Court Order.
6. This Amendment shall be deemed effective on January 3, 2008 ("Effective Date").
7. As soon as practicable after January 3, 2008, AT&T Georgia will identify the Loop and Transport circuits no longer offered pursuant to this Agreement. Dialtone & More, within thirty (30) days from receipt of the circuit list from AT&T Georgia, shall submit a Local Service Request (LSR) or spreadsheet(s) to convert such circuits to an equivalent AT&T tariffed service or to disconnect such circuits. For LSRs or spreadsheets submitted by Dialtone & More within such thirty (30) day period, AT&T Georgia will charge the applicable switch-as-is charge set forth in Exhibit A. If Dialtone & More fails to submit LSRs or spreadsheets to disconnect or convert such circuits within such thirty (30) day period, AT&T Georgia will transition such circuits to the equivalent tariffed AT&T service(s), and shall charge Dialtone & More all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T tariffs. For all transitions that require a physical rearrangement, AT&T Georgia shall charge any applicable nonrecurring installation charges. If no tariff equivalent service exists, AT&T Georgia shall disconnect such circuits, and Dialtone & More shall pay applicable disconnect charges set forth in the Agreement.
8. AT&T Georgia shall not seek to bill applicable access charges for the converted or transitioned circuits for the period prior to January 3, 2008. For Embedded Base Loops or Embedded Base Transport circuits, to the extent the circuit converted/transitioned or disconnected is an Unbundled Network Element (UNE) pursuant to Section 251 of the Act at the time of conversion/transition, AT&T Georgia shall recover from Dialtone & More (1) the difference between the rate previously billed for that circuit and the applicable 271 rate established by the Commission in the 271 Order for the period from March 11, 2006 through January 2, 2008; and (2) the difference between the rate previously billed for that circuit and the applicable tariffed service rate for the period from January 3, 2008, through the date of conversion/transition or disconnection of the circuit. For Loops and Transport

circuits ordered and provisioned in an unimpaired wire center as described in Attachment 2, Section 1.8 on or after March 11, 2005, to the extent the circuit converted/transitioned or disconnected is an UNE pursuant to Section 251 of the Act at the time of conversion/transition, AT&T Georgia shall recover from Dialtone & More (1) the difference between the rate previously billed for that circuit and the applicable 271 rate established by the Commission in the 271 Order for the period from date of installation of such circuit through January 2, 2008, and (2) the difference between the rate previously billed for that circuit and the applicable tariffed service rate for the period from January 3, 2008, through the date of conversion/transition or disconnection of the circuit. To the extent the circuit converted/transitioned is a 271 element at the time of conversion/transition, AT&T Georgia shall recover from Dialtone & More the difference between the rate previously billed for that circuit and the applicable tariffed service rate for the period from January 3, 2008, through the date of conversion/transition or disconnection of the circuit.

9. All of the other provisions of the Agreement shall remain in full force and effect.
10. 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.

Dialtone & More, Inc.

By: Brian Lu

Name: Brian Lu

Title: President

Date: 7/29/08

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

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 7/31/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA			MISSISSIPPI	<u>7029,444B</u>	
FLORIDA	<u>7029,444B</u>		NORTH CAROLINA		
GEORGIA	<u>7029,444B</u>		SOUTH CAROLINA		
KENTUCKY	<u>7029,444B</u>		TENNESSEE	<u>7029,444B</u>	
LOUISIANA					