

**AMENDMENT
TO THE
AGREEMENT BETWEEN
ICONNECT CORP. AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 16, 1999.**

Pursuant to this Amendment to the Agreement between iConnect Corp. and BellSouth Telecommunications, Inc. dated November 16, 1999 (the "Amendment") iConnect Corp. and BellSouth Telecommunications, Inc., hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Agreement between the Parties dated November 16, 1999 ("Agreement").

WHEREAS, iConnect Corp. sought a Certificate of Public Convenience and Necessity to provide intrastate local exchange and intrastate interchange telecommunications services within the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. Subsequent to filing its applications, iConnect Corp. formed a new corporate entity to transact business in each of these states. Each corporate entity is a subsidiary of Connect South Communications, Inc., which is in turn a wholly-owned subsidiary of Connect South, LLC.

WHEREAS, iConnect Corp. requests that the Agreement be amended to reflect the correct corporate entity names.

NOW THEREFORE, in consideration of the mutual promises and covenants 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 name of iConnect Corp. in the Agreement is hereby deleted throughout the Agreement and replaced with the following entity names:

Connect South Communications of Alabama, Inc.;
Connect South Communications of Florida, Inc.;
Connect South Communications of Georgia, Inc.;
Connect South Communications of Kentucky, Inc.;
Connect South Communications of Louisiana, Inc.; (Certificate Number TSP00311)
Connect South Communications of Mississippi, Inc.;
Connect South Communications of North Carolina, Inc.;
Connect South Communications of South Carolina, Inc.; and
Connect South Communications of Tennessee, Inc.;
(hereinafter referred to collectively as "Connect South").

2. All of the entities listed in paragraph numbered 1 above are jointly and severally liable for the obligations of each other under this Agreement.

3. All of the other provisions of the Agreement dated November 19, 1999, shall remain in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Connect South Communications, Inc.

BellSouth Telecommunications, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____