

**Amendment to the Interconnection Agreement  
By and Between BellSouth Telecommunications, Inc.  
And  
NUI Telecom, Inc.  
Dated May 17, 2002**

Pursuant to this Agreement, (the "Amendment"), NUI Telecom, Inc., and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 17, 2002 ("Agreement").

WHEREAS, BellSouth and NUI Telecom, Inc. entered into the Agreement on May 17, 2002, and;

WHEREAS, BellSouth and Norcom, Inc. entered into an Interconnection Agreement on July 14, 2000, (the "Norcom Agreement") and;

WHEREAS, Norcom, Inc. was merged into NUI Telecom, Inc. on August 28, 2002, and;

WHEREAS, the Parties desire to amend the Agreement to incorporate all accounts of such entities under this Agreement and to terminate the Norcom Agreement;

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. BellSouth agrees to furnish to NUI Telecom, Inc. all services originally provisioned to Norcom, Inc. under the Norcom Agreement, pursuant to the terms of the Agreement, as amended. These services, and all obligations related thereto, are hereby transferred to NUI Telecom, Inc. and will hereafter be controlled by the rates, terms and conditions of the Agreement.
2. NUI Telecom, Inc. hereby assumes all obligations for services provided to Norcom, Inc. under the Norcom Agreement and agrees to pay BellSouth pursuant to the Agreement, upon demand, any account security, applicable service ordering charges, future, current, past due and presently outstanding bills and charges which are attributed either to Norcom, Inc. or to NUI Telecom, Inc. for such services or any new services.

3. NUI Telecom, Inc. specifically agrees to assume the unexpired portion of the minimum term, and any termination liability, applicable to such services.
4. NUI Telecom, Inc. agrees to pay any and all charges associated with BellSouth's transfer of services to NUI Telecom, Inc.
5. The undersigned is a duly authorized representative of NUI Telecom, Inc. and Norcom, Inc. and is authorized to bind NUI Telecom, Inc. and Norcom, Inc. to the terms and conditions contained herein.
6. The Parties agree to terminate the Norcom, Inc. Agreement on the effective date of this Amendment.
7. All of the other provisions of the Agreement, dated May 17, 2002, shall remain in full force and effect.
8. Either or both of the Parties is 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 hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**NUI Telecom, Inc.**

**BellSouth Telecommunications, Inc.**

Original Signature on File  
 \_\_\_\_\_  
 Signature

Richard M. Boudria  
 \_\_\_\_\_  
 Name

President/CEO  
 \_\_\_\_\_  
 Title

2/18/03  
 \_\_\_\_\_  
 Date

Original Signature on File  
 \_\_\_\_\_  
 Signature

Elizabeth R. A. Shiroishi  
 \_\_\_\_\_  
 Name

Director  
 \_\_\_\_\_  
 Title

2/19/03  
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 Date