

**Amendment to the  
Agreement Between  
Navigator Telecommunications, LLC  
and  
BellSouth Telecommunications, Inc.  
Dated August 10, 2002**

Pursuant to this Amendment, (the "Amendment"), Navigator Telecommunications, LLC ("Navigator"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 10, 2002 ("Agreement").

WHEREAS, BellSouth and Navigator entered into the Agreement on August 10, 2002, 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. Attachment 2 of the Interconnection Agreement entered into between Navigator and BellSouth is hereby amended to include new Section 5.6.9 as follows:

5.6.9 Dial-Around Compensation

5.6.9.1 For a call originated by a third-party pay phone end user over Navigator's unbundled Coin port/loop combinations and terminated to a BellSouth intralata 800 number end user, BellSouth shall credit Navigator's billing account for dial around compensation in the amount specified by the FCC in CC Docket #96-128 (the "Pay Phone Order"), or as such other order may modify, amend or supercede the Pay Phone Order. Notwithstanding any other provision within this agreement, BellSouth shall credit Navigator's billing account on a quarterly basis for dial around compensation. Upon written request, BellSouth will provide Navigator with data supporting the credit applied in the month following each quarter. At no time is BellSouth responsible for any compensation to Navigator's third-party pay phone end user. In accordance with the General Terms and Conditions of this agreement, Section 7, Navigator shall indemnify BellSouth for any loss, claim, demand, action or judgment, including attorneys' fees associated therewith, arising from or relating to any assertion or claim from a payphone service provider regarding BellSouth dial-around compensation for which Navigator has been credited hereunder.

2. All of the other provisions of the Agreement, dated August 10, 2002, shall remain in full force and effect.

3. 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.

This Amendment shall be deemed effective following the date of the last signature.

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

**Navigator Telecommunications, LLC**

**BellSouth Telecommunications, Inc.**

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Signature on File  
Signature

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Signature on File  
Signature

\_\_\_\_\_  
Kenrick LeDoux  
Name

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

\_\_\_\_\_  
VP – Engineering and CTO  
Title

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

\_\_\_\_\_  
05/02/2003  
Date

\_\_\_\_\_  
05/05/2003  
Date