

**Amendment to the Agreement
Between
ACCESS Integrated Networks, Inc.,
and
BellSouth Telecommunications, Inc.
Dated February 17, 2000**

Pursuant to this Amendment, (the "Amendment"), ACCESS Integrated Networks, Inc., (Access Integrated), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 17, 2000 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Access Integrated entered into the Agreement on February 17, 2000, 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 agree to add the following provision to Attachment 2, Section 3.3 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.

3.3.1.1 Where Access Integrated utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

2. All of the other provisions of the Agreement, dated February 17, 2000, shall remain in full force and effect.
3. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

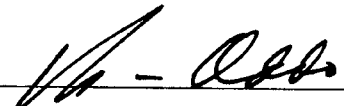
By: 

Name: Kristen E. Rowe

Title: Director

Date: 5/26/04

ACCESS Integrated Networks, Inc.,

By: 

Name: Vincent Oddo

Title: President & CEO

Date: May 20, 2004

ACCESS Integrated Networks, Inc., – Melded Tandem Switching Amendment

[CCCS Amendment 2 of 11]

[CCCS Amendment 2 of 11]

UNBUNDLED NETWORK ELEMENTS - Alabama

Version 3Q03: 11/12/2003

[illegible]

UNBUNDLED NETWORK ELEMENTS - Georgia

Version 3Q03: 11/12/2003

UNBUNDLED NETWORK ELEMENTS - Kentucky

Version 3Q03: 11/12/2003

UNBUNDLED NETWORK ELEMENTS - Louisiana

Version 3Q03: 11/12/2003

UNBUNDLED NETWORK ELEMENTS - Mississippi

Version 3Q03: 11/12/2003

[illegible]

UNBUNDLED NETWORK ELEMENTS - South Carolina

Version 3Q03: 11/12/2003

UNBUNDLED NETWORK ELEMENTS - Tennessee

UNBUNDLED NETWORK ELEMENTS - Tennessee															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
						Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOME C	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l
							Rec								
UNBUNDLED LOCAL SWITCHING, PORT USAGE															
	End Office Switching (Port Usage)														
	End Office Switching Function, Per MOU						0.0008041								
	Tandem Switching (Port Usage) (Local or Access Tandem)														
	Tandem Switching Function Per MOU						0.0009778								
	Tandem Switching Function Per MOU (Melded)						0.000380364								
	Melded Factor: 38.90% of the Tandem Rate														
	Common Transport														
	Common Transport - Per Mile, Per MOU						0.00000064								
	Common Transport - Facilities Termination Per MOU						0.0003871								