

**AMENDMENT
TO THE
AGREEMENT BETWEEN
EVERYCALL COMMUNICATIONS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED August 28, 2003**

Pursuant to this Amendment, (the "Amendment"), EveryCall Communications, Inc. ("EveryCall"), 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 28, 2003 ("Agreement").

WHEREAS, the Parties executed an amendment on January 17, 2004 to add provisions to the Agreement for the adoption of Section 2.10.1 in Attachment 2 of the Cinergy Communications Company's Interconnection Agreement dated March 20, 2003, for the state of Kentucky, and

WHEREAS, the Parties desire to add provisions to the Agreement consistent with the obligations of the Kentucky Statute KRS 278.546; Chapter 167 of the ACTS ("Kentucky Statute");

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. Consistent with the Kentucky Statute, the Parties hereby delete Sections 5.8 through 5.8.9 of Attachment 2 of the Agreement, titled DSL Transport Service on UNE-P, and replace such Sections with the following:

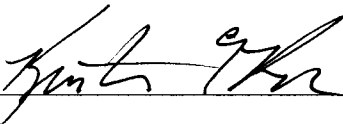
5.8 EveryCall shall not place, and BellSouth shall have no obligation to accept, any orders for wholesale DSL on UNE-P lines on or after July 13, 2004. To the extent EveryCall provisions service to any End Users using BellSouth's wholesale DSL service over resold lines ("Embedded Base") and BellSouth is providing such resold lines to EveryCall at the rate EveryCall would otherwise pay for a UNE-P loop/port combination in the pertinent UNE Zone under this Agreement (the "UNE-P Rate"), BellSouth will continue to provision its wholesale DSL service to the Embedded Base, but after the Effective Date EveryCall shall pay for such resold lines in accordance with Attachment 1 of the Agreement, and BellSouth shall have no obligation to issue a credit to EveryCall for the difference between the resale rate and the UNE-P Rate, nor shall BellSouth be obligated to remit to EveryCall, or to issue a credit for, a surrogate for access charges. In the event EveryCall requests DSL on a resold line after the Effective Date, EveryCall shall purchase such lines pursuant to Attachment 1 of the Party's Interconnection Agreement.

2. This Amendment shall be deemed effective thirty (30) days from the date of last signature executing the Amendment ("Effective Date").

3. All of the other provisions of the Agreement shall remain in full force and effect.
4. 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 have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

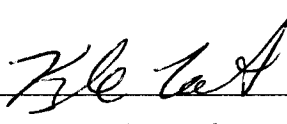
By: 

Name: Kristen Rowe

Title: Director

Date: 1/10/05

EveryCall Communications, Inc.

By: 

Name: Kyle Coats

Title: President

Date: 1/5/05