

**AMENDMENT  
TO THE  
COMMERCIAL AGREEMENT - WHOLESALE LOCAL PLATFORM  
BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.**

**d/b/a**

**AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA,  
AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE  
AND**

**THE OTHER PHONE COMPANY, INC. D/B/A CAVALIER TELEPHONE, CAVALIER BUSINESS  
COMMUNICATIONS, ACCESS ONE COMMUNICATIONS, ACCESS ONE; OTHER PHONE COMPANY, INC.  
D/B/A ACCESS ONE COMMUNICATIONS; TALK AMERICA, INC. D/B/A CAVALIER TELEPHONE, CAVALIER  
BUSINESS COMMUNICATIONS, CAVALIER TELEPHONE AND TV**

This Amendment (the "Amendment") amends the Commercial Agreement by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and The Other Phone Company, Inc. d/b/a Cavalier Telephone, Cavalier Business Communications, Access One Communications, Access One; Other Phone Company, Inc. d/b/a Access One Communications; Talk America, Inc. d/b/a Cavalier Telephone, Cavalier Business Communications, Cavalier Telephone and TV ("Talk America" also referred to as "CUSTOMER"). AT&T and CUSTOMER are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T and CUSTOMER are Parties to a certain Commercial Agreement – Wholesale Local Platform™ having an effective date of September 11, 2006, as may have been amended, pursuant to which AT&T provides Wholesale Local Platform™ ("WLP Agreement"); and

**WHEREAS**, AT&T and CUSTOMER have agreed to amend the WLP Agreement as set forth herein.

**WHEREAS**, both Parties are willing to agree to this Amendment only on the basis that the entirety of this Amendment being an indivisible whole.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

**1.0 Changes to the WLP Agreement**

1.1 This Amendment shall revise the term of the WLP Agreement to be coterminous with the expiration date of the Local Wholesale Complete Agreement ("LWC Agreement") between AT&T and CUSTOMER.

1.2 The Parties agree to delete the Term of the Agreement language in Section 3.1 of the General Terms & Conditions in its entirety and replace it with the Term of the Agreement language below:

3.1 Except as otherwise provided herein, the term of this Agreement (the "Term") shall commence upon the Effective Date of this Agreement and shall expire on December 31, 2009 (the "Expiration Date"). This Agreement shall automatically terminate on the first day following the Expiration Date, unless both Parties otherwise agree to extend the terms in writing via an amendment to this Agreement. Otherwise, upon the Expiration Date of this Agreement, neither Party shall have any further obligation under this Agreement, except as otherwise set forth in this Section 3.0 and pursuant to Survival, Section 25, provided, however, that this Agreement shall remain in effect after the Expiration Date, December 31, 2009, until all services have been transitioned or disconnected as set forth in Section 3.7 below.

**2.0 Amendment Effective Date**

2.1 This amendment is effective upon the date of the last signature.

**3.0 Additional Terms and Conditions**

3.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE WLP AGREEMENT SHALL REMAIN UNCHANGED.

3.2 This Amendment shall not modify or extend the Effective Date or Term of the underlying LWC Agreement, but rather, shall be coterminous with such Agreement.

3.3 This Amendment is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

3.4 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the WLP Agreement (including all of its accompanying Appendices, Schedules and Exhibits but ignoring this Amendment), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

3.5 The headings of certain sections of this Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Amendment.

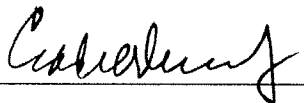
3.6 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

3.7 Except as specifically modified by this Agreement with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

The Other Phone Company, Inc. d/b/a Cavalier Telephone, Cavalier Business Communications, Access One Communications, Access One Other Phone Company, Inc. d/b/a Access One Communications  
Talk America, Inc., d/b/a Cavalier Telephone, Cavalier Business Communications, Cavalier Telephone and TV  
Network Telephone Corporation d/b/a Cavalier Telephone, Cavalier Business Communications, and Cavalier Telephone and TV

BellSouth Telecommunications Inc, d/b/a AT&T Alabama, d/b/a AT&T Florida, d/b/a AT&T Georgia, d/b/a AT&T Kentucky, d/b/a AT&T Louisiana, d/b/a AT&T Mississippi, d/b/a AT&T North Carolina, d/b/a AT&T South Carolina, d/b/a AT&T Tennessee by AT&T Operations, Inc., its authorized agent

By: 

By: 

Printed: DANNY L. BOTTOMS

Printed: Eddie A. Reed, Jr.

Title: President & CEO  
(Print or Type)

Title: Director-Interconnection Agreements

Date: 9 Oct 09

Date: 10 15 09