



David D. Kerr
Vice President & General Manager
Local Interconnection Services

SBC Telecommunications, Inc.
One SBC Plaza, Room 3621
208 S. Akard
Dallas, TX 75202-5398
Phone 214-858-0200
Fax 214-858-1355

March 21, 2003

Bob Locke
Delta Phones, Inc.
245 Illinois Street
Delhi, Louisiana 71232

Re: Provisioning New Requests for Products and Services

Dear Bob:

As we discussed on March 19, 2003, SBC Southwest will continue provisioning new requests for products and services for Delta Phones, Inc. and will withdraw its request for a deposit or other assurance of payment in consideration of Delta Phones' agreement with and performance of the following commitments:

Delta Phones will remit, in immediately available funds, the current past due amount of approximately \$764,000. SBC Southwest will begin to provision orders upon receipt of the payment.

- Delta Phones will timely pay all current and future billed amounts in accordance with the terms and conditions of its interconnection agreements.

Delta Phones affirms that the Texas interconnection agreement between Delta Phones, Inc. and Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, L.P. requires it to pay all billed amounts when due, including disputed amounts during the pendency of any dispute (e.g. Section 9.4 of the General Terms and Conditions of the Texas agreement) and affirms that it will abide by that contractual obligation.

- Delta Phones affirms that the 12-State interconnection agreement between Delta Phones, Inc. and Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, L.P. (and other SBC ILECs) requires it to pay all billed amounts when due, and to pay all amounts subject to a bona fide dispute into escrow (e.g. Section 8.4 of the General Terms and Conditions of the 12-State agreement) during the pendency of any dispute, and affirms that it will abide by that contractual obligation.

SBC Southwest reserves its right to invoke all available remedies, including discontinuance of the provisioning of requested services and seeking assurance of payment, including deposits, if Delta Phones fails to honor the conditions listed above or otherwise fails to abide by its contractual obligations.

SBC Southwest agrees to meet in good faith with Delta Phones within a reasonable period of time in an attempt to address all claims and/or disputes.

SBC Southwest agrees to work cooperatively with Delta Phones on operational issues associated with converting its embedded resale services to UNE-P.

Please indicate Delta Phones' agreement to abide by these commitments by signing in the space provided below.

Sincerely,

David D. Kerr


DELTA PHONES, INC.

By its authorized representative:

JENNIFER JARAMA - EXECUTIVE Dir of OPS
(Name and title)

Date: 4 |