

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T MISSOURI
AND
VARTEC TELECOM, INC.**

This Amendment to the Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is dated as of _____, 2008, by and between Southwestern Bell Telephone, Company¹ d/b/a AT&T Missouri ("AT&T Missouri") and Comtel Telecom Assets LP d/b/a VarTec Telecom with its principal offices at 433 East Las Colinas Boulevard, Suite 1300, Irving, Texas 75039 ("Comtel").

WHEREAS, AT&T Missouri and VarTec Telecom, Inc. ("VarTec") are Parties to that certain "Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996" dated as of September 6, 2005 (the "Agreement"); and

WHEREAS, VarTec Telecom, Inc. was a debtor in bankruptcy proceedings before the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Chapter 11, Case No. 04-81694-HDH-11;

WHEREAS, Pursuant to "*Stipulation and Order for Assumption and Assignment of Executory Contracts, and Related Cure, Among (I) The Debtors, (II) The SBC Telcos, (III) Comtel Telecom Assets LP, and (IV) The RTFC*" ("Stipulation"), dated August 22, 2005, these parties agreed and the U.S. Bankruptcy Court ordered: (a) that pursuant to Section 365 of the Bankruptcy Code, effective as June 7, 2006, each of the SBC Telcos (including AT&T Missouri) Agreements (defined to include all Interconnection Agreements) shall be deemed assumed by the Debtors and assigned to Comtel; and (b) SBC Telcos (including AT&T Missouri) agree that, as of June 7, 2006, all applicable requirements for the assumption and assignment of the SBC Telcos (including AT&T Missouri) Agreements will be deemed satisfied;

WHEREAS, AT&T Missouri and Comtel wish to memorialize that all Parties to this Amendment agree and acknowledge that the Interconnection Agreement, dated September 6, 2005, previously executed between AT&T Missouri and VarTec Telecom, Inc. and any and all rights and/or obligations set forth therein related to VarTec Telecom, Inc., have been assumed and assigned to Comtel.

WHEREAS, as a result of the assumption and assignment the Parties desire that the Interconnection Agreement be amended to reflect correct corporate entity name.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T Missouri and Comtel hereby agree as follows:

1. The Agreement is hereby amended so that the name of VarTec Telecom, Inc. is hereby deleted throughout the entire Interconnection Agreement and replaced with Comtel Telecom Assets, LP d/b/a VarTec Telecom ("Comtel").
2. AT&T Missouri shall reflect that name change from "VarTec Telecom, Inc." to "Comtel Telecom Assets LP d/b/a VarTec Telecom" only for the main billing account (header card) for each of the accounts previously billed to VarTec. AT&T Missouri shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Missouri's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Comtel affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by VarTec with AT&T Missouri for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri."

3. Once this Amendment is effective, Comtel shall operate with AT&T Missouri under the "Comtel Telecom Assets LP d/b/a VarTec Telecom" name for those accounts. Such operation shall include, by way of example only, submitting orders under Comtel, and labeling (including re-labeling) equipment and facilities with Comtel.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. This Amendment shall be filed with the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

Comtel Telcom Assets LP d/b/a VarTec Telecom by
Comtel Assets Inc., its general partner

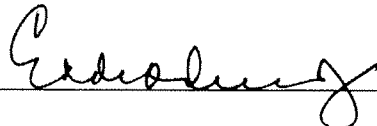
By: 

Printed: Jerry Orr

Title: Anthony S. Smith
(Print or Type)

Date: 2/28/08

Southwestern Bell Telephone Company d/b/a AT&T
Missouri by AT&T Operations, Inc., its authorized
agent

By: 

Printed: Eddie A. Reed, Jr.

Title: Director - Interconnection Agreements
(Print or Type)

Date: 4-15-08

UNE OCN # 5676

ACNA: VRT