

FIRST AMENDMENT TO
AFFILIATE CONNECTION AGREEMENT

THIS FIRST AMENDMENT TO AFFILIATE CONNECTION AGREEMENT (hereinafter referred to as this "First Amendment") is made and entered into the ____ day of _____, 20__ by and between FLORIDA LAMBDA RAIL, LLC, a Florida limited liability company (hereinafter referred to as "FLR"), and the CITY OF LEESBURG, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "Affiliate").

RECITALS:

A. FLR and Affiliate entered into that certain Affiliate Connection Agreement dated February 26, 2007 (hereinafter referred to as the "Affiliate Connection Agreement").

B. FLR and Affiliate have agreed to amend the Affiliate Connection Agreement as more particularly provided for hereinbelow in this First Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Defined Terms. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as fully as if set forth herein verbatim. Whenever defined terms or words of art, as indicated by the initial capitalization thereof, are used herein, such defined terms or words of art, if not defined herein, shall have the meanings ascribed to such terms in the Agreement.

2. Paragraph 21. The following new paragraph 21 is hereby added to and made a part of the Affiliate Connection Agreement:

21. Use of Affiliate's Network as a Network Aggregator. The parties understand and agree that Affiliate will also utilize its connection to the Network as a "Network Aggregator". As a Network Aggregator, Affiliate shall be authorized to provide connectivity to the FLR Network to any of the municipalities incorporated within Lake County or any other person or entity approved by the Board of Directors of FLR (hereinafter referred to as "Third Party Connections") through a connection to its fiber network. Each Third Party Connection shall be less than 100 Mbps and delivered via Affiliate's fiber network to the FLR location designated in paragraph 4 herein above. The Third Party Connection shall not be construed or deemed Affiliate participants of FLR. Third Party Connections are not Owners, do not own an equity interest in the LLC, have no representation on the FLR Board of Directors, and have no voting rights. Affiliate agrees not to allow any Third Party Connections to its network that will utilize FLR Network Services unless each such Third Party Connection is to a municipality located in Lake County or any other person or entity otherwise

approved by FLR. Affiliate shall be solely responsible for Third Party Connections to Affiliate's network, and FLR shall have no obligation whatsoever in connection therewith. Notwithstanding the above, Affiliate shall be entitled to provide Internet connectivity through Affiliate's network as provide in paragraph 10 of the Agreement.

Affiliate shall be obligated to collect an annual downstream subscriber fee from each Thirty Party Connection who utilizes the Network Services provided hereunder to Affiliate in the initial amount of One Thousand Two Hundred Dollars (\$1,200.00) per year and remit such fee collected promptly to FLR. As with the FLR fees and charges for network connectivity, the downstream subscriber fee shall be based upon the FLR price schedule applicable to Third Party Connections as approved by the Board of Directors of FLR and shall be invoiced quarterly, in arrears. Such price schedule will be periodically reviewed and adjusted by the Board of Directors of FLR. Notice of changes shall be provided to Affiliate prior to the effective date of change Notice of changes shall be provided in writing to Affiliate at least sixty (60) days prior to the effective date of the change; provided, however, that (i) such change shall only be effective at the start of the fiscal year of FLR, and (ii) changes shall occur not more than once per year.

3. Paragraph 22. The following new paragraph 22 is hereby added to and made a part of the Affiliate Connection Agreement:

22. Use of Affiliate's Network for Last Mile Connectivity to the FLR Network. The parties understand and agree that Affiliate will also utilize its connection to the Network to deliver last mile connectivity to the Network to other affiliate participants of FLR (hereinafter referred to as "Affiliate Connectors"). Affiliate shall be authorized to provide connectivity to the FLR Network to Affiliate Connectors through a connection to its fiber network. Each Affiliate Connector shall be greater than 100 Mbps, and service to the Affiliate Connector shall be delivered via Affiliate's fiber network to the FLR Connection Point identified in Exhibit "A". Both parties understand and agree that such connectivity shall be in accordance to provisions established under different and separate agreements between Affiliate and applicable Affiliate Connectors. FLR and Affiliate Connectors shall have separate agreements for the provision of the FLR Network Services. In the event this Agreement shall terminate, Affiliate agrees to continue its service with Affiliate Connectors in accordance to the provisions established under the separate agreement for last mile connectivity between Affiliate and Affiliate Connectors. Affiliate shall be solely responsible for Affiliate Connectors' connection to Affiliate's network, and FLR shall have no obligation whatsoever in connection therewith.

4. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

5. Facsimile Copies. Facsimile or electronically transmitted copies of this First

Amendment and the signatures thereon shall have the same force and effect as if the same were original documents. Facsimile or electronically transmitted signatures are acceptable and shall be deemed to be original signatures.

6. Full Force and Effect. Except as expressly modified by this First Amendment, the Affiliate Connection Agreement shall be and remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the date and year first above written.

CITY OF LEESBURG, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida FLORIDA LAMBDARAIL, LLC, a Florida limited liability company

By: _____

By: _____

Name: _____

Name: J. Philip Halstead

Title: _____

Title: Chief Executive Officer