

AMENDMENT TO SUPPORT AGREEMENT

THIS AGREEMENT is made as of May 23, 2007,

BETWEEN:

AMTELECOM INCOME FUND, a trust established under the laws of the Province of Ontario ("**Amtelecom**"),

- and -

BRAGG COMMUNICATIONS INCORPORATED., a corporation established under the laws of Nova Scotia ("**Bragg**")

WHEREAS the parties hereto entered into a support agreement dated April 2, 2007 (the "**Support Agreement**");

AND WHEREAS the parties hereto desire to amend the Support Agreement in the manner set forth herein;

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound hereby, Amtelecom and Bragg hereby agree as follows:

ARTICLE I INTERPRETATION

1.1 Defined terms used in this Agreement and not otherwise defined herein shall have the meaning ascribed thereto in the Support Agreement.

1.2 The parties agree that this Agreement will, from the date hereof, be read and construed along with the Support Agreement and be treated as part thereof and, for such purposes and so far as may be necessary to effectuate these presents, the Support Agreement will be regarded as being hereby amended, and the Support Agreement as so amended together with all terms and conditions thereof will remain in full force and effect.

1.3 In the case of any conflict between the terms and conditions of the Support Agreement and the terms or conditions of this Agreement, the terms and conditions of this Agreement will prevail.

ARTICLE II AMENDMENTS

2.1 Section 2.1(5) of the Support Agreement is hereby amended by deleting the words “two Business Days” therefrom and inserting in its stead and place the words “ten Business Days”.

ARTICLE III GENERAL PROVISIONS

3.1 This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be construed and treated in all respects as an Ontario contract. Each of the Parties hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of the Province of Ontario in respect of all matters arising under and in relation to this Agreement.

3.2 Each of the Parties will at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Agreement.

3.3 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar electronic copy of this Agreement, and such facsimile or similar electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

3.4 Bragg acknowledges the obligations of Amtelecom under this Agreement and that such obligations will not be personally binding upon any of the trustees of Amtelecom, any registered or beneficial holder of units or any beneficiary under a plan of which a holder of such units acts as a trustee or carrier, and that resort will not be had to, nor will recourse be sought from, any of the foregoing or the private property of any of the foregoing in respect of any indebtedness, obligation or liability of Amtelecom arising hereunder, and recourse for such indebtedness, obligations or liabilities of Amtelecom will be limited to, and satisfied only out of, the assets of Amtelecom.

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IN WITNESS WHEREOF, Amtelecom and Bragg have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**AMTELECOM INCOME FUND, by its
administrator, AMTELECOM HOLDINGS
LIMITED PARTNERSHIP, by its general
partner AMTELECOM HOLDINGS G.P.**

By: “Michael Andrews”

**BRAGG COMMUNICATIONS
INCORPORATED**

By: “Geoff Baldwin”