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T.R.A. DOCKET ROOM

September 29, 2006

Ms. Sharla Dillon, Docket Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Dear Ms. Dillon:

On September 25, 2006, the Commission docketed under docket number 06-00240 a Joint Petition that I filed on behalf of Matrix Telecom, Inc. and Americatel Corporation seeking the Commission's *expedited* approval, to the extent necessary, to participate in certain debt financing arrangements and for a minor corporate reorganization resulting in a *pro forma* change of control of Petitioners.

That Joint Petition contained an important typographical error in footnote two on page two. The date by which our Credit Agreement requires us to receive all necessary state approvals the *pro forma* reorganization is December 13 of 2006, not 2007.

Thus, we now have less than ninety days to obtain approval of this reorganization from your Commission, among others. If we have not done so by that date, we will be in default. This was the reason for our request that you expedite consideration of our Joint Petition.

Enclosed are an original and thirteen copies of a corrected version of page two of the Joint Petition. Should you have any questions regarding this filing, please do not hesitate to contact me.

Very truly yours,

BERIN SZOKA

Berin M. Szoka
Attorney For Matrix Telecom, Inc.
and Americatel Corporation

Attachment

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3. In the second phase, upon receipt of all necessary regulatory approvals,¹ Petitioners will pledge all of their assets as collateral for this indebtedness and will have their stock pledged as further collateral. Concurrently, the first phase guarantees described above will terminate.
4. In preparation for this second phase, and as required by the Lender, EnergyTRACS must transfer the stock of the Petitioners to MTAC Holding Corporation (“MTAC”), a Delaware corporation, and a newly-formed, wholly-owned subsidiary of EnergyTRACS.² Ultimate control of Petitioners by Platinum Equity will not change as a result of this minor corporate reorganization.

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