

**Amendment to the Agreement
Between
BellSouth Telecommunications, Inc.
And
The Other Phone Company, Inc. d/b/a Access One Communications,
The Other Phone Company, Inc. d/b/a Talk America Inc. (NOT in Florida), and
Talk America Inc.
Dated June 12, 2002**

Pursuant to this Amendment, (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth"), Georgia corporation, and the Other Phone Company, Inc. d/b/a Access One Communications, a Florida corporation, The Other Phone Company, Inc. d/b/a Talk America Inc. (NOT in Florida), a Florida corporation, and Talk America Inc., a Pennsylvania corporation (collectively referred to as "Talk America"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated June 12, 2002 ("Agreement") to be effective on the date of last signature executing the Amendment.

WHEREAS, BellSouth and Talk America entered into the Agreement on June 12, 2002, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

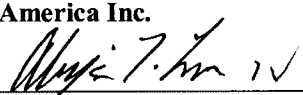
1. Attachment 2 of the Interconnection Agreement entered into between Talk America and BellSouth is hereby amended to replace existing and add new language to read as follows:
 - 5.6.4 Dial Around Compensation
 - 5.6.4.1 For a call originated by a pay phone end user over Talk America's unbundled Coin port/loop combinations and terminated to a BellSouth IntraLata 800 end user, BellSouth shall pay dial around compensation directly to the payphone end user provider in the amount specified by the FCC in Docket 96-128, the Pay Phone Order, or in other such orders that may modify, amend, or supercede the Pay Phone Order.
2. All of the other provisions of the Agreement, dated June 12, 2002, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

**The Other Phone Company, Inc. d/b/a
Access One Communications,
The Other Phone Company, Inc. d/b/a Talk
America Inc. (NOT in Florida), and
Talk America Inc.**

By: 

By: 

Name: Kristen E. Rowe

Name: Aloysius T. Lanza IV

Title: Director

Title: EVP - General Counsel

Date: 8/18/04

Date: 8/18/04