

**Amendment
To The
Resale Agreement Between
BellSouth Telecommunications, Inc.
EZ Phone, Inc.
Dated June 5, 2001**

Pursuant to this Amendment (the "Amendment"), BellSouth Telecommunications, Inc. (BellSouth) and EZ Phone, Inc. (EZ Phone), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Resale Agreement between the Parties dated June 5, 2001 ("Agreement").

WHEREAS, BellSouth and EZ Phone entered into the Agreement on June 5, 2001, and;

NOW THEREFORE, in consideration of the mutual promises and covenants 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. The Parties agree to delete and replace Section 2.1, General Terms and Conditions as follows:
 - 2.1 The term of this Agreement shall expire September 17, 2003 and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. The Parties hereby agree to delete Sections 2.3, 2.3.1 and 2.3.2, General Terms and Conditions and replace with Sections 2.3 and 2.4, as follows:
 - 2.3 Notwithstanding the foregoing and except as set forth in Section 2.4 below, in the event that, as of the date of the expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 252 of the Act, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to EZ Phone pursuant to BellSouth's then current standard interconnection agreement or EZ Phone may exercise its rights under Section 252(i) of the Act. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties or EZ Phone adopts another agreement, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the effective date stated in the Subsequent Agreement.
 - 2.4 If an arbitration proceeding has been filed in accordance with Section 252 of the Act and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis. Upon conversion to a month-to-month term either Party, in its discretion may terminate this Agreement upon thirty (30) days notice to the Party; however, the agreement cannot be terminated prior to one year of the original expiration date. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to provide service to EZ Phone pursuant to (1) the terms, conditions and rates set forth in BellSouth's standard interconnection agreement then in effect and made available to CLECs requesting negotiations pursuant to Section 251 of the Act, or (2) an agreement is adopted by EZ


Phone pursuant to Section 15 of this Agreement. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement. In the event that the Parties begin operating under BellSouth's standard interconnection Agreement or an agreement is adopted by EZ Phone, the Parties may continue to negotiate a Subsequent Agreement or may continue to pursue arbitration of a Subsequent Agreement before the Commission. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise.

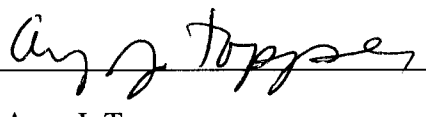
3. The Parties agree to delete and replace Section 6.6, Attachment 1 as follows:
 - 6.6 In the event EZ Phone fails to remit to BellSouth any deposit requested (unless satisfactory credit has already been established) within 45 days of the request pursuant to this Section, service to EZ Phone may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to EZ Phone's account(s). In the event service to EZ Phone, Inc. is terminated due to EZ Phone, Inc.'s default on its account, any security deposits held will be applied to EZ Phone, Inc.'s account.
4. This Amendment shall be effective on the date of the last signature _____ executing the Amendment.
5. All of the other provisions of the Resale Agreement, dated (effective date), shall remain in full force and effect.
6. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

EZ Phone, Inc.

By: 

By: 

Name: Elizabeth R. A. Shiroishi

Name: Amy J. Topper

Title: Director

Title: Chief Financial Officer

Date: 06-17-03

Date: _____