

**Amendment  
To The  
Resale Agreement Between  
BellSouth Telecommunications, Inc.  
Bellerud Communications, LLC  
Dated January 18, 2002**

Pursuant to this Amendment (the "Amendment"), BellSouth Telecommunications, Inc. (BellSouth) and Bellerud Communications, LLC (Bellerud Communications), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Resale Agreement between the Parties dated (January 18, 2002) ("Agreement").

WHEREAS, BellSouth and Bellerud Communications entered into the Agreement on January 18, 2002, 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 Section 8.3.2 Attachment 1 in its entirety and replace with the following:
  - 8.3.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Bellerud Communications LLC's end user. BellSouth shall provide caller-optional directory assistance call completion service pursuant to BellSouth Telecommunication's General Subscriber Service Tariff.
2. The Parties agree to delete Section 1.0 Attachment 6 in its entirety and replaced with the following:
  - 1.0 The Parties agree that Bellerud Communications LLC is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), FCC requirements or State Commission requirements. Bellerud Communications LLC also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 6.
3. This Amendment shall be effective the date of the last signature executing the Amendment.
4. All of the other provisions of the Resale Agreement, dated January 18, 2002, shall

remain in full force and effect.

5. 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 executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**

By: Pat C Finlen  
PATRICK C. FINLEN

*for* Name: Elizabeth R.A. Shiroishi  
Title: Director, Interconnection Marketing

Date: 06-13-03

**Bellerud Communications, LLC**

By: Rene Bellerud

Name: Rene Bellerud

Title: Owner

Date: 6/4/03