

**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And Network Telephone Corporation Dated June 21, 2000**

Pursuant to this Agreement, (the "Amendment"), Network Telephone Corporation ("Network Telephone"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 21, 2000 ("Agreement").

WHEREAS, BellSouth and Network Telephone entered into an Interconnection Agreement on June 21, 2000, 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. The Preamble to the General Terms and Conditions is hereby deleted in its entirety and replaced with the following:

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Network Telephone Corporation ("Network Telephone"), a Florida corporation, and shall be deemed effective as of the date signed by both parties. This agreement may refer to either BellSouth or Network Telephone Corporation or both as a "Party" or "Parties."

2. Section 16.1 of the General Terms and Conditions is hereby deleted in its entirety and replaced with the following:

16.1 Adoption of Agreements. BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Network Telephone any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such Agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted.

3. All of the other provisions of the Agreement, dated June 21, 2000, shall remain in full force and effect.

4. Either or both of the Parties is 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 hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Network Telephone Corporation

BellSouth Telecommunications, Inc.

ON FILE
Signature

ON FILE
Signature

Ray Russenberger
Printed Name

Jerry D. Hendrix
Printed Name

President
Title

Sr. Director
Title

10-5-2000
Date

10/6/00
Date