

**Amendment to the Resale Agreement**  
**By and Between BellSouth Telecommunications, Inc.**  
**And Max-Tel Communications, Inc. Dated January 18, 2000**

This Agreement refers to the Resale Agreement ("the Agreement") entered into by Max-Tel Communications, Inc. ("Max-Tel") and BellSouth Telecommunications, Inc. ("BellSouth") on January 18, 2000. This Amendment ("Amendment") is made by and between Max-Tel and BellSouth and shall be deemed effective on the date executed by Max-Tel and BellSouth.

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, Max-Tel and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. Attachment 1 – Resale is hereby amended to delete the following language:

**The rates, terms and conditions contained in this Attachment were negotiated as a whole and each rate, term and condition within this Attachment is interdependent upon the other rates, terms and conditions.**

2. The second paragraph of Section 3.1 of Attachment 1 is hereby deleted in its entirety and replaced with the following language:

All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

3. All of the other provisions of the Agreement shall remain unchanged and in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies 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.

**Max-Tel Communications, Inc.**

On File \_\_\_\_\_

Signature

Craig Bolin \_\_\_\_\_

Printed Name

Vice President - COO \_\_\_\_\_

Title

2/22/00 \_\_\_\_\_

Date

**BellSouth Telecommunications, Inc.**

On File \_\_\_\_\_

Signature

Jerry D. Hendrix \_\_\_\_\_

Printed Name

Sr. Director \_\_\_\_\_

Title

3/14/00 \_\_\_\_\_

Date