

**Amendment to Resale Agreement
by and between BellSouth Telecommunications, Inc.
and P.V. Tel, LLC
dated March 16, 1998**

This Agreement refers to the Resale Agreement (“the Agreement”) entered into by P.V. Tel, LLC (“P.V. Tel”) and BellSouth Telecommunications, Inc. (“BellSouth”) on March 16, 1998. This Amendment (“Amendment”) is made by and between P.V. Tel and BellSouth and shall be deemed effective on the date executed by P.V. 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, P.V. Tel and BellSouth (individually, a “Party” and collectively, the “Parties”) hereby covenant and agree as follows:

1. BellSouth and P.V. Tel are entering into this Agreement for the purpose of deleting the table of Operational Support System (OSS) Rates contained in Exhibit A of their existing Agreement in its entirety and replacing it with the new OSS rates as follows:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS Order Charge	\$3.50	\$19.99

Footnote (1): In addition to OSS charges, applicable discounted service order and related charges apply per the tariff.

2. The Parties agree that P.V. Tel will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

3. The Parties agree that the threshold plan described in Paragraph 2 above may be superceded by an LSR specific process that would apply the mechanized LSR rate to only those manual LSRs, which cannot be submitted over a mechanized system.

4. The Parties agree that all other provisions of the Agreement, dated March 16, 1998, shall remain in full force and effect.

5. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, 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.

BellSouth Telecommunications, Inc.

P.V. Tel, LLC

On File _____
Signature

On File _____
Signature

Jerry D. Hendrix _____
Name

Joseph T. Buck _____
Name

Director - Interconnection Services _____
Title

President & COO _____
Title

1/11/00 _____
Date

5/7/99 _____
Date