

AMENDMENT
to the
Resale Agreement between
Affinity Network, Inc.
BellSouth Telecommunications, Inc.
Dated May 14, 1999

Pursuant to this Agreement, (the "Amendment"), Affinity Network, Inc., and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 14, 1999 (the "Agreement").

WHEREAS, BellSouth and Affinity Network, Inc. entered into an Interconnection Agreement on May 14, 1999, 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 Name and Address for the individual to whom notices are to be sent to at Affinity Network, Inc. as set forth in Section 19, Notices, of the General Terms and Conditions is hereby deleted and replaced as follows:

Glenn Stockton
Chief Counsel, Regulatory and Tariff Affairs
Affinity Network Incorporated
3365 E. Flamingo, Suite 5
Las Vegas, Nevada 89121
Telephone Number: 888-665-4586
Facsimile Number: 702-967-6107

and

Robert F. Schneberger
Executive Vice President
GTC
8180 Greensboro Drive
Suite 700
McLean, Virginia 22102
Telephone Number: 703-714-1327
Facsimile Number: 703-714-1330

2. The General Terms and Conditions are hereby amended to delete the following language:

The rates, terms and conditions contained within the General Terms and Conditions were negotiated as a whole and each term and condition within the General Terms and Conditions is interdependent upon the other terms and conditions.

3. 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.

4. 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.

5. All of the other provisions of the Agreement, dated May 14, 1999 shall remain in full force and effect.
6. 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.

Affinity Network, Inc.

By: _____(SIGNATURE ON FILE)_____

Name: Joseph T. Koppy

Title: President

Date: 5/15/00

BellSouth Telecommunications, Inc.

By: _____(SIGNATURE ON FILE)_____

Name: Jerry Hendrix

Title: Senior Director

Date: 5/18/00