

Amendment to
Agreement between
BellSouth Telecommunications, Inc. and
E-Z Access USA, Inc.
dated December 17, 1999

Pursuant to this Amendment (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and E-Z Access USA, Inc. ("E-Z Access") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Agreement (the "Agreement") between BellSouth and E-Z Access dated December 17, 1999.

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, BellSouth and E-Z Access hereby covenant and agree as follows:

1. Charges for Operational Support Systems (OSS) regional rates as set forth in the Agreement in Attachment 1, Exhibit A is hereby replaced with state wide rates as identified in Schedule 1 attached hereto and made a part of this Amendment.
2. Charges for Operational Support Systems (OSS) regional rates as set forth in the Agreement in Attachments 2, page 51 and per Attachment 2 rates identified in Attachment 2, Exhibit C; Attachment 3, page 21 and per Attachment 3 rates identified in Attachment 3, Exhibit A; and Attachment 5, page 9 and per Attachment 5 rates identified in Attachment 5, Exhibit A is hereby replaced with state wide rates as identified in Schedule 2 attached hereto and made a part of this Amendment.
3. All of the other provisions of the Agreement, dated December 17, 1999 shall remain in full force and effect.
4. The Parties agree that 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.

BellSouth Telecommunications, Inc.

E-Z Access USA, Inc.

By: _____ Signature on file _____

By: _____ Signature on file _____

Name: _____ Gregory R. Follensbee _____

Name: _____ Robert Demello _____

Title: _____ Senior Director _____

Title: _____ CEO _____

Date: _____ 5/29/01 _____

Date: _____ 5/16/01 _____

STATE SPECIFIC RATES - [RESALE](#)

State	Electronic USOC	Electronic Charge	Manual Charge (SOMAN)
ALABAMA	SOMECS	\$7.36 / LSR	\$25.15 / LSR
FLORIDA (1)	SOMECS	\$10.80 / LSR	\$22.00 / LSR
GEORGIA	SOMGA	\$550 for the first 1000 LSRs; \$110 for any LSRs > 1000: on a monthly basis	\$22.00 / LSR
KENTUCKY	SOMECS	\$10.89 / LSR	\$22.00 / LSR
LOUISIANA	SOMECS	\$9.16 / LSR	\$22.00 / LSR
MISSISSIPPI	SOMECS	\$10.60 / LSR	\$22.00 / LSR
NORTH CAROLINA	SOMNC	\$305 monthly system charge	\$22.00 / LSR
SOUTH CAROLINA	SOMECS	\$10.62 / LSR	\$22.00 / LSR
TENNESSEE	SOMECS	\$10.80 / LSR	\$22.00 / LSR

NOTE: (1) FL-PSC has delayed ruling on OSS.

Schedule 2

STATE SPECIFIC RATES - **UNE**

State	Electronic USOC	Electronic Charge	Manual Charge (SOMAN)
ALABAMA	SOMECE	\$7.36 / LSR	See applicable rate element for incremental manual service order charge
FLORIDA (1)	SOMECE	\$10.80 / LSR	\$22.00 / LSR
GEORGIA	SOMGA	\$550 for the first 1000 LSRs; \$110 for any LSRs > 1000: on a monthly basis	\$22.00 / LSR
KENTUCKY	SOMECE	\$10.89 / LSR	\$22.00 / LSR
LOUISIANA	SOMECE	\$9.16 / LSR	See applicable rate element for incremental manual service order charge
MISSISSIPPI	SOMECE	\$10.60 / LSR	See applicable rate element for incremental manual service order charge
NORTH CAROLINA	SOMECE	\$305 monthly system charge	\$22.00 / LSR
SOUTH CAROLINA	SOMECE	\$10.62 / LSR	See applicable rate element for incremental manual service order charge
TENNESSEE	N/a	N/a	See applicable rate element for incremental manual service order charge

NOTE: (1) FL-PSC has delayed ruling on OSS.