

**AMENDMENT
TO THE
RESALE AGREEMENT BETWEEN
Cincinnati Bell Long Distance AND
BELLSouth TELECOMMUNICATIONS, INC.
DATED 12/01/2000**

Pursuant to this Agreement, (the "Amendment") Cincinnati Bell Long Distance ("Reseller") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Resale Agreement between the Parties dated 12/01/2000 ("Resale Agreement").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Attachments hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Cincinnati Bell Long Distance has agreed to convey all its rights and interest in the Resale Agreement to Broadwing Local Services Ind. ("BLSI"), an Ohio corporation. BellSouth hereby consents to and authorizes such conveyance. The name of Cincinnati Bell Long Distance in the Resale Agreement is hereby deleted throughout the Resale Agreement and replaced with BLSI.
2. Attachment 1 of this Amendment, Statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, as signed by authorized party of BLSI, is hereby made an attachment to the Resale Agreement.
3. Attachment 2 of this Amendment, Authorization for Transfer and Release Notice, as signed by authorized party of Cincinnati Bell Long Distance, is hereby made an attachment to the Resale Agreement.
4. All of the other provisions of the Resale Agreement, dated 12/01/2000 shall remain in full force and effect.
5. Either or both of the Parties are authorized to submit this Amendment to each Public Service Commission 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.

Cincinnati Bell Long Distance

By: Signature on File

Name: Thomas W. Bosse

Title: Assistant Secretary

Date: 12/18/2000

BellSouth Telecommunications, Inc.

By: Signature on File

Name: Chris Boltz

Title: Managing Director

Date: 01/11/01

**STATEMENT OF ASSUMPTION OF SERVICES AND
ALL OUTSTANDING INDEBTEDNESS AND FUTURE CHARGES**

For and in consideration of the mutual promises contained herein, BellSouth Telecommunications, Inc. ("BellSouth") and BLSI agree as follows:

1. BellSouth agrees, pursuant to the terms of this Attachment to the Amendment to the Resale Agreement between BellSouth and BLSI, assignee of Cincinnati Bell Long Distance, to furnish telecommunications services to BLSI pursuant to the terms of the Resale Agreement, as amended, or pursuant to BellSouth's tariffs.
2. BLSI hereby agrees that any transfer of service through the sale, merger, consolidation, acquisition, or any other corporate buy-sell agreement shall be in accordance with the requirements of the Resale Agreement, applicable tariffs or other agreement(s) between BellSouth and BLSI in effect at the time of the sale, merger, consolidation, acquisition or buy-sell arrangement.
3. BLSI hereby assumes all obligations for services provided to Cincinnati Bell Long Distance under the Resale Agreement and agrees to pay BellSouth, upon demand, account security, applicable service ordering charges, future, current, past due and presently outstanding bills which are attributed to Cincinnati Bell Long Distance or BLSI for such services pursuant to the applicable tariff or Resale Agreement.
4. BLSI specifically agrees to pay all bills and charges for billing account numbers specified in Attachment 2 hereof that were incurred during the time period the account was in the name of Cincinnati Bell Long Distance, as well as any and all charges incurred on the billing account numbers specified in Attachment 2 and any other billing account numbers established by BLSI during the time period that BLSI is a customer.
5. BLSI specifically agrees to assume the unexpired portion of the minimum term, and any termination liability, applicable to such services.
6. BLSI agrees that the requirements of this Agreement also apply even where Cincinnati Bell Long Distance requests a final bill on its billing accounts.
7. The undersigned is a duly authorized representative of BLSI and by the authority granted to the undersigned by Cincinnati Bell Long Distance is authorized to bind BLSI to the terms and conditions contained herein.
8. Signed this 11 day of 01 2001.

BLSI Billing Name & Address:

BellSouth Telecommunications, Inc.

Broadwing Local Services Inc.
Attn: Line Cost
1835-B Kramer Lane
Austin, TX 78758

By: Signature on File
(Signature)

By: Signature on File
(Signature)

Christopher J. Wilson
(Print Name)

Chris Boltz
(Print Name)

Assistant Secretary
(Title)

Managing Director
(Title)

AUTHORIZATION FOR TRANSFER AND RELEASE NOTICE

For and in consideration of the consent of BellSouth Telecommunications, Inc. ("BellSouth") to transfer services from Cincinnati Bell Long Distance to BLSI, Cincinnati Bell Long Distance hereby agrees as follows:

1. Cincinnati Bell Long Distance agrees to transfer services in its name to BLSI, specifically including attached billing account number(s) and all services billed thereunder, and hereby relinquishes all claims to such billing accounts, together with all rights, privileges, refund rights and credits which may accrue and have not yet been actually provided to Cincinnati Bell Long Distance.
2. Payment of any refund or extension of any credit or other rights required by law in connection with the above must be made by BellSouth in the manner and to the person required by the applicable tariff or regulatory authority, notwithstanding anything to the contrary in this document.
3. Notwithstanding any agreement between Cincinnati Bell Long Distance and BLSI to the contrary, Cincinnati Bell Long Distance recognizes that under applicable tariffs and other agreements between BellSouth and Cincinnati Bell Long Distance, BellSouth is authorized to demand from Cincinnati Bell Long Distance, current, past due and presently outstanding bills which are attributed to Cincinnati Bell Long Distance.
4. Notwithstanding any agreement between Cincinnati Bell Long Distance and BLSI to the contrary, Cincinnati Bell Long Distance recognizes that under applicable tariffs and agreements, the transfer of service(s) as described herein does not relieve or discharge Cincinnati Bell Long Distance from remaining jointly or severally liable with BLSI for any obligations existing at the time of transfer.
5. Signed this 18 day of 12 2000.

Cincinnati Bell Long Distance Billing Name & Address:

Cincinnati Bell Long Distance
Attn: Line Cost
1835-B Kramer Lane
Austin, TX 78758

By: Thomas Bosse (Signature on File)
(Signature)

Title: Assistant Secretary

Date: 12/18/2000