

**Amendment to the Resale Agreement
By and Between BellSouth Telecommunications, Inc.
And
NOW Communications, Inc.
Dated August 1, 2000**

Pursuant to this Agreement, (the "Amendment"), NOW Communications, Inc. ("NOW"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 1, 2000 ("Agreement").

WHEREAS, BellSouth and NOW entered into an Interconnection Agreement on August 1, 2000, and;

WHEREAS, the Parties desire to amend the Agreement to incorporate all account of such entities under this Agreement, 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 established Tel-Link, Talk Solutions and Telstar accounts will be subject to the provisions of this Agreement. Such Tel-Link, Talk Solutions and Telstar accounts shall retain the Tel-Link, Talk Solutions and Telstar Operating Number (OCN).

2. Attachment 1 of this Amendment, statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, as signed by authorized party of NOW, is hereby made an attachment to the Resale Agreement.

3. The Parties agree to terminate the standalone Resale Agreements for Talk Solutions, Inc. and TelStar International, Inc.

4. All of the other provisions of the Agreement, dated August 1, 2000, shall remain in full force and effect.

5. 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.

6. For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by NOW prior to filing of the Agreement. The CLEC Louisiana Certification Number for NOW is TSP00115.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

NOW Communications, Inc.

BellSouth Telecommunications, Inc.

On File
Signature

On File
Signature

Larry Seab
Printed Name

Pat Finlen
Printed Name

President/CEO
Title

Managing Director
Title

3/6/01
Date

3/9/01
Date

**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 NOW COMMUNICATIONS, INC. ("NOW") agree as follows:

1. BellSouth agrees, pursuant to the terms of this Attachment to the Amendment to the Resale Agreement between BellSouth and NOW, assignee of Talk Solutions, Inc. and Telstar International, Inc. , to furnish telecommunications services to NOW pursuant to the terms of the Resale Agreement, as amended, or pursuant to BellSouth's tariffs.
2. NOW hereby assumes all obligations for services provided to Talk Solutions, Inc. and Telstar International, Inc. 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 Talk Solutions, Inc. and Telstar International, Inc. or NOW COMMUNICATIONS, INC. for such services pursuant to the applicable tariff or Resale Agreement.
4. NOW specifically agrees to pay all bills and charges incurred, as well as any and all charges incurred on the billing account numbers for Talk Solutions, Inc. and Telstar International, Inc.
5. NOW specifically agrees to assume the unexpired portion of the minimum term, and any termination liability, applicable to such services.
6. The undersigned is a duly authorized representative of NOW and by the authority granted to the undersigned by Talk Solutions, Inc. and Telstar International, Inc. is authorized to bind NOW to the terms and conditions contained herein.