

**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 Resale Agreement between the Parties dated August 1, 2000 ("Agreement").

WHEREAS, BellSouth and NOW entered into a Resale 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 Parties hereby agree to include "Gulf Coast Communications, Inc." in Part C of the General Terms and Conditions of the Agreement.
2. Exhibit A to this Amendment, statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, as signed by an authorized party of NOW, is hereby made an attachment to the Resale Agreement.
3. The Parties agree to terminate the standalone Resale Agreements for Gulf Coast Communications, Inc.
4. 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.
5. All of the other provisions of the Agreement, dated August 1, 2000, 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.

NOW Communications, Inc.

BellSouth Telecommunications, Inc.

Signature

Signature

Name

Name

Title

Title

Date

Date

Exhibit A

**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 Gulf Coast Communications, 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 Gulf Coast Communications, 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 Gulf Coast Communications, 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 Gulf Coast Communications, 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 Gulf Coast Communications, Inc. is authorized to bind NOW to the terms and conditions contained herein.