

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

ATTORNEYS AT LAW
900 COMERICA BUILDING
KALAMAZOO, MICHIGAN 49007-4752
TELEPHONE (269) 381-8844
FAX (269) 381-8822

PAID T.R.A.

Chk # 11685
Amount 75.00
Rcvd By JA
Date 7-15-03

GEORGE H. LENNON
DAVID G. CROCKER
MICHAEL D. O'CONNOR
HAROLD E. FISCHER, JR.
LAWRENCE M. BRENTON
GORDON C. MILLER
GARY P. BARTOSIEWICZ
BLAKE D. CROCKER

ROBERT M. TAYLOR
RON W. KIMBREL
PATRICK D. CROCKER
ANDREW J. VORBRICH
TYREN R. CUDNEY
STEVEN M. BROWN
KRISTEN L. GETTING

OF COUNSEL

THOMPSON BENNETT
JOHN T. PETERS, JR.

VINCENT T. EARLY
(1922 - 2001)
JOSEPH J. BURGIE
(1926 - 1992)

July 14, 2003

Joe Werner, Chief
Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

03-00454

RE: Joint Application of Now Acquisition Corporation for Authority to Acquire
Certain Assets of Now Communications, Inc.

Dear Mr. Werner:

Enclosed for filing with the Commission, please find an original and thirteen (13) copies of the Joint Application of Now Acquisition Corporation ("NAC") for Authority to Acquire Certain Assets of Now Communications, Inc. ("NOW") along with a check in the amount of \$75.00 for filing fees relating to same. Also included, as Exhibit A of the Application is information concerning NAC's qualifications to acquire the assets of NOW.

In addition, enclosed is a duplicate copy of this letter. Please date-stamp the duplicate and return it to me in the enclosed postage-paid envelope.

Should you have any questions concerning this filing, please contact my assistant Beth Ronfeldt, or me.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

Patrick D. Crocker

PDC/bmr

enc

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

Joint Application of
Now Acquisition Corporation for
Authority to Acquire Certain Assets of
Now Communications, Inc.

)
)
)
)
)

Docket No. _____

**JOINT APPLICATION FOR APPROVAL TO ACQUIRE ASSETS
AND REQUEST FOR EXPEDITED APPROVAL**

NOW COMES Now Acquisition Corporation ("NAC" or "Applicant") by and through their attorneys Early, Lennon, Crocker & Bartosiewicz, P.L.C., pursuant to the rules and regulations of the Tennessee Regulatory Authority ("TRA"), and hereby requests approval for NAC to acquire the Tennessee assets, including, but not limited to, the subscriber base of NOW Communications, Inc. ("NOW" or "Seller"). NOW recently filed for reorganization under Chapter 11 of the U.S. Bankruptcy Laws in the U.S. Bankruptcy Court for the Southern District of Mississippi. We file this request pursuant to an Asset Purchase Agreement (the "Agreement") by NOW and MCG Capital Corporation ("MCG"), under which NAC, as MCG's assignee under the Agreement, will acquire certain assets of NOW and its subsidiaries. Furthermore, the parties seek expedited treatment of this Application to allow the parties to consummate this transaction as soon as possible.

As discussed more fully below, the transaction is being conducted under the supervision of the U.S. Bankruptcy Court of the Southern District of Mississippi. The expeditious approval of this Application will allow NAC promptly to assume responsibility for the service of NOW's existing customer base without interruption of service or other inconveniences to Tennessee consumers.

In support of this Application, the Parties respectfully provide the following information:

I. THE PARTIES

A. NOW Communications, Inc.

NOW is a Mississippi corporation with its principal place of business located at 1418 Ellis Avenue, Jackson, MS 39204. NOW and its various operating subsidiaries provide resold and facilities-based telecommunications services throughout the United States. NOW, together with its operating subsidiaries, holds authority to provide telecommunications services in 49 states, including Tennessee, and the District of Columbia. NOW was granted a Certificate of Public Convenience and Necessity to provide facilities-based and resold local exchange and interexchange telecommunications services in Docket No. 01-00878, on December 3, 2001. NOW also holds authority to provide international telecommunications services as a nondominant common carrier pursuant to authority of the Federal Communications Commission ("FCC"). NOW provides interstate telecommunications services pursuant to FCC blanket authority available to non-dominant interexchange providers.

Further information concerning NOW's technical and managerial qualifications to provide service in Tennessee was filed with its applications for authority to provide service in the above-referenced dockets. This information is, therefore, already a matter of public record at the TRA and Parties respectfully request that it be incorporated by reference herein.

B. Now Acquisition Corporation

NAC is a Delaware corporation with its principal business office located at 6590 West Rogers Circle, Suite 6A, Boca Raton, FL 33487. NAC is a wholly owned subsidiary of BiznessOnline.com, Inc. d/b/a VeraNet Solutions ("Biz"). Affiliates of NAC hold authority to provide resold and facilities-based telecommunications services in 10 states. Those affiliates are currently providing such services in nine of those states. NAC currently does not hold any certificates to provide telecommunications services.

Further information in support of NAC's qualifications appears within the Application for Certification attached as **Exhibit A** hereto.

II. DESIGNATED CONTACTS

The Designated Contacts for this Application are:

Patrick D. Crocker
Early, Lennon, Crocker & Bartosiewicz, P.L.C.
900 Comerica Building
Kalamazoo, MI 49007
Telephone: (269) 381-8844
Facsimile: (269) 381-8822

with a copy to:

Scott Kellogg
Now Acquisition Corporation
180 North Wacker Drive, Suite 3
Chicago, IL 60606
Telephone: (312) 658-1056
Facsimile: (312) 658-5487

and a copy to:

R. Scott Seab
Vice President—Regulatory Affairs
NOW Communications, Inc.
711 S. Tejon Street, Suite 201
Colorado Springs, CO 80903
Telephone: (719) 633-3059
Facsimile: (719) 623-0287

III. DESCRIPTION OF TRANSACTION

NAC proposes to acquire certain assets of NOW and its operating subsidiaries in connection with a reorganization of NOW currently being overseen by the U.S. Bankruptcy Court for the Southern District of Mississippi. Pursuant to an Asset Purchase Agreement filed with the Bankruptcy Court, NAC will acquire assets of NOW as the assignee of MCG. Among other things, NAC will acquire all assets associated with NOW's telecommunications operations in Tennessee including, but not limited to, NOW's customer base. A copy of the agreement is attached hereto as **Exhibit B**.

NAC has determined that the proposed acquisition of NOW's assets in the bankruptcy proceeding will enable it to commence operations in a cost-efficient manner, thereby enhancing its competitive position and ability to provide an array of high quality services to consumers in Tennessee. Although the proposed acquisition will result in a transfer of substantially all of the Seller's assets, the Agreement will not involve a change in the manner in which NOW customers will receive telecommunications services, and the transfer will be virtually seamless to customers. Specifically, customers will continue to receive the high quality, affordable telecommunications services that they presently receive. The Applicants are not requesting permission for NAC to acquire NOW's authorization or to adopt NOW's existing tariff. Rather, NAC will be filing its Application for Certification with the TRA which will include a tariff establishing rates, terms, and conditions of service identical to the Seller's tariff, thus providing a seamless transition for existing customers of NOW. Given the pending bankruptcy proceeding, the Applicants are requesting cancellation of NOW's authorization and tariff only after notice is provided to the TRA by the Applicants concerning the consummation of the transaction contemplated herein. As a result, the proposed acquisition will be virtually transparent to NOW's customers. Moreover, once the transaction is complete, NOW customers will receive service from NAC's team of well-qualified telecommunications managers. To ensure a seamless transition and avoid customer confusion or inconvenience, prior to consummating the transaction, the Parties will provide notice of this transaction and of the change in carrier that will occur with TRA approval, consistent with all state and federal regulations and statutes. A draft of the customer notification required by the FCC's rules is attached hereto as **Exhibit C**.

IV. PUBLIC INTEREST CONSIDERATIONS AND REQUEST FOR EXPEDITED PROCESSING

The Parties respectfully submit that telecommunications services in Tennessee, in general, and for NOW customers in particular, will realize significant public interest benefits from NAC's acquisition of the assets of NOW, including NOW's customer base. The proposed transaction will

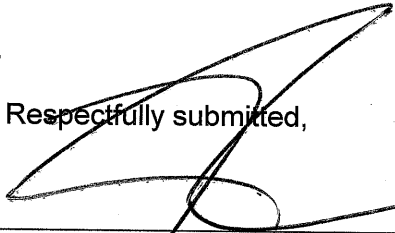
enable NOW's customers to continue to receive high quality, competitively priced telecommunications services without interruption. At the same time, the proposed asset acquisition will promote competition in Tennessee by enhancing NAC's ability to take advantage of certain efficiencies that will support expanded services and more competitive rates. By creating a more effective and multifaceted telecommunications carrier, the proposed transaction will expand competitive choices for U.S. telecommunications customers, including customers in Tennessee. The Parties hope to complete the proposed acquisition as quickly as possible in order to avoid any interruption of service or other inconvenience to NOW's existing customers.

To that end, the Parties respectfully request that the TRA expedite the processing of this Application and grant the requested authority as soon as possible. NOW serves a largely low-income residential customer base that essentially has very poor credit. These customers pay cash, in advance at local currency exchanges and merchants, for monthly local dial tone telephone service. Very few carriers have an interest in or are even capable of providing service in such a manner to such customers, especially to customers located in often the most rural areas of their states. Many customers receiving service today from NOW have not had telephone service for months or years prior to receiving service from NOW. The local dial tone telephone service provided by NOW includes 911 emergency services. In the event that NOW's service is disrupted, these residential customers have few, if any, alternatives for local dial tone telephone service. Any delay in approving the transaction risks service disruption for the customers that rely on NOW for their local dial tone telephone service in the State of Tennessee.

CONCLUSION

WHEREFORE, NAC and NOW respectfully request that the TRA authorize the transfer of assets, including the customer base, as described herein. In addition, the Parties respectfully request that this authorization be granted on an expedited basis to allow them to consummate the transaction on or before September 8, 2003.

Respectfully submitted,



Patrick D. Crocker
Early, Lennon, Crocker & Bartosiewicz, P.L.C.
900 Comerica Building
Kalamazoo, MI 49007

Telephone: (269) 381-8844

Facsimile: (269) 381-8822

Its: Attorneys

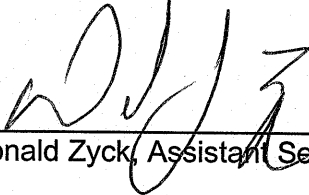
Dated: July 14, 2003

VERIFICATION

I, Donald Zyck, am the Assistant Secretary for Now Acquisition Corporation, and am authorized to make this verification on its behalf. I do hereby verify that I have read the foregoing Application and the statements made therein are true, correct, and complete to the best of my knowledge, information, and belief.

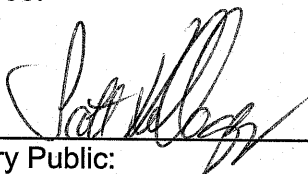
Executed on the 17th day of June 2003.

Now Acquisition Corporation

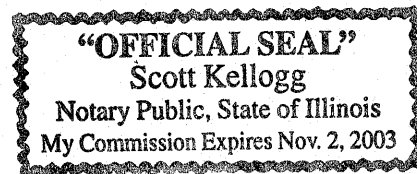


Donald Zyck, Assistant Secretary

Subscribed and sworn before me this 17th day of June 2003.



Notary Public:

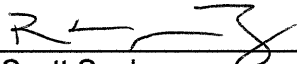


VERIFICATION

I, R. Scott Seab, am the Vice President - Regulatory Affairs for NOW Communications, Inc., and am authorized to make this verification on its behalf. I do hereby verify that I have read the foregoing Application and the statements made therein are true, correct, and complete to the best of my knowledge, information, and belief.

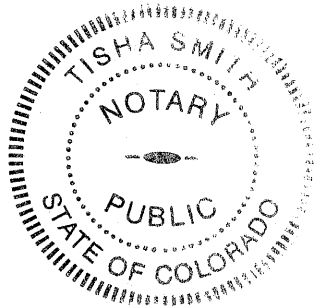
Executed on the 20th day of June 2003.

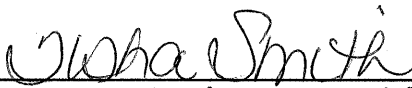
NOW Communications, Inc.



R. Scott Seab
Vice President - Regulatory Affairs

Subscribed and sworn before me this 20th day of June 2003.





Notary Public: exp 10-27-04
El Paso, CO

EXHIBIT A

NAC's Qualifications to Acquire Assets of NOW

BEFORE THE TENNESSEE REGULATORY AUTHORITY

**IN THE MATTER OF THE APPLICATION OF
NOW ACQUISITION CORPORATION FOR A
CERTIFICATE TO PROVIDE COMPETING
LOCAL TELECOMMUNICATION AND
INTEREXCHANGE SERVICES**

**APPLICATION FOR CERTIFICATE TO PROVIDE
COMPETING LOCAL TELECOMMUNICATIONS SERVICES**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), Now Acquisition Corporation ("NAC") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant NAC authority to provide competing local telecommunications interexchange services, including: facilities-based and resold local exchange, exchange access, and interexchange telecommunications services, within the State of Tennessee. NAC is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA 65-4-201

In support of its Application, Now Acquisition submits the following:

1. The full name and address of the Applicant is:

Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487
Telephone: (888) 389-1400
Facsimile: (312) 658-5487
Toll Free: (888) 389-1400

Questions regarding this application should be directed to:

Patrick D. Crocker
Early, Lennon, Crocker & Bartosiewicz, P.L.C.
900 Comerica Building
Kalamazoo, MI 49007
Telephone: (269) 381-8844
Facsimile: (269) 381-8822

Contact name and address at the Company is:

Scott Kellogg, Assistant Secretary
Now Acquisition Corporation
180 N. Wacker Drive, Suite 3
Chicago, IL 60606
Telephone: (312) 658-1056
Facsimile: (312) 658-5487

2. Organizational Chart of Corporate Structure: Include any pertinent acquisition or merger information.

See **Exhibit A-1**

3. Corporate Information:

NAC was incorporated in the State of Delaware on June 3, 2003. A copy of NAC's Articles of Incorporation is provided in **Exhibit A-2**. A copy of NAC's Authority to transact business in the State of Tennessee is provided in **Exhibit A-3**. The names and addresses of the principal corporate officers and directors are provided in **Exhibit A-4**. There are no officers in Tennessee. The biographies of the principal officers and any other key technical staff are in **Exhibit A-5**.

4. NAC possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below:

A. Financial Qualifications:

In support of its financial qualifications, NAC attaches financials as **Exhibit A-6**.

Exhibit A-7 is a capital expenditures budget for indicating type of equipment to be purchased, cost, and sources for funding of projected capital expenditures.

Neither NAC's financials nor their projected financials reflect any revenues or expenses associated with reciprocal compensation.

Corporate Surety Bond or irrevocable letter of credit is provided as **Exhibit A-8**

B. Managerial Ability:

As shown in **Exhibit A-5** to this Application, NAC has the managerial expertise to successfully operate a telecommunications enterprise in Tennessee. As described in the attached biographical information, NAC's management team has extensive management and business experience in telecommunications.

C. Technical Qualifications:

NAC's services will satisfy the minimum standards established by the TRA. The Company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all LEC'S regulated by the TRA. Applicant does not have any special CPE (Customer Premise Equipment) requirements, which would not be compatible with the Incumbent Local Exchange Carrier's systems. As noted in the biographies in Exhibit A-5, the principal officers have several years of telecommunications expertise. Thus, NAC is certainly technically qualified to provide local exchange service in Tennessee.

5. Proposed Service Area:

As a newly formed corporation, NAC is not currently authorized to provide service in any jurisdiction.

The applicant proposes to offer its services throughout the State of Tennessee as a reseller and facilities-based carrier in the areas that are currently being served by BellSouth and Sprint/United, which are designated open to competition. NAC intends to offer this broad range of telecommunications services through the use of facilities-based and resold services. The company intends to provide service using the unbundled network element ("UNE-P") platform.

6. Types of Local Exchange Service to be provided:

NAC expects to offer a broad variety of local exchange services to business and residential customers in Tennessee. NAC's initial line of local services will be comparable to that currently offered by the incumbent LECs. Initially NAC plans to offer basic access line service, Optional Calling Features, Directory Assistance, Directory Services, and Operator Services, as well as all services required under Chapter 1220-4-8-.04 (3) (b) and (c).

7. Repair and Maintenance:

NAC understands the importance of effective customer service for local service customers. NAC has made arrangements for its customers to call the company at its toll-free customer service number 1-888-389-1400. In addition, customers may contact the company in writing at the headquarters address at Now Acquisition Corporation, 6590 West Rogers Circle, Suite 6A, Boca Raton, FL 33487. The toll free number will be printed on the customer's monthly billing statements. The Tennessee contact person knowledgeable about providers operations is Scott Kellogg reference (1.) above.

Grant of the Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing NAC to provide local exchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

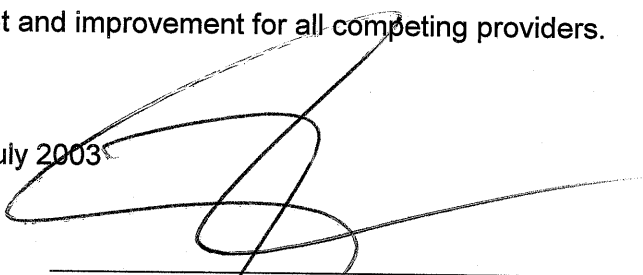
In particular, the public will benefit both directly, through the use of the competitive services to be offered by NAC, and indirectly because NAC's presence in Tennessee will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

8. Small and Minority-Owned Telecommunications Business Participation Plan: (65-5-212): Exhibit A-9
9. Toll Dialing Parity Plan: Exhibit A-10
10. Applicant has served notice of this application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically. See **Exhibit A-11** for the list.
11. Numbering Issues: Statement provided in **Exhibit A-12**
12. Tennessee Specific Operational Issues: Statements provided in **Exhibit A-13**
13. Miscellaneous:
 - A. Sworn Pre-filed testimony: **Exhibit A-14**
 - B. Applicant does not require customer deposits
 - C. As of now, NAC has not been subject to any formal complaints in any of the states in which the company is doing business.
 - D. Applicant will file a tariff for Commission approval prior to commencing operations in Tennessee.

CONCLUSION:

NAC respectfully requests that the TRA enter an order granting it a certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange and interexchange services on a facilities-based and resale basis throughout the State of Tennessee in the service areas of Bell South, GTE and Sprint and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. For the reasons stated above, NAC's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Respectfully submitted this 14th day of July 2003

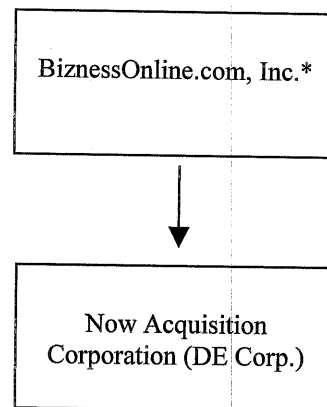


Patrick D. Crocker
Early, Lennon, Crocker & Bartosiewicz, P.L.C.
900 Comerica Building
Kalamazoo, MI 49007
Its: Attorney

EXHIBIT A-1

Organizational Chart of Corporate Structure

Organizational Chart of Corporate Structure



*Biz is the owner of 100% of Now Acquisition Corporation's outstanding stock.

EXHIBIT A-2

Articles of Incorporation

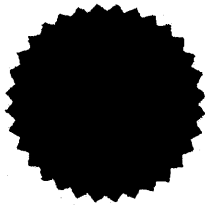
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "NOW ACQUISITION CORPORATION", FILED IN THIS OFFICE ON THE THIRD DAY OF JUNE, A.D. 2003, AT 12:53 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3665491 8100

030364733

AUTHENTICATION: 2450990

DATE: 06-04-03

CERTIFICATE OF INCORPORATION

OF

NOW ACQUISITION CORPORATION

FIRST. The name of the corporation is New Acquisition Corporation (the "Corporation").

SECOND. The registered office of the Corporation in the State of Delaware is located at 9 East Lockerman Street, Suite 1B, Dover, Delaware 19901. The registered agent in charge thereof is National Registered Agents, Inc., 9 East Lockerman Street, Suite 1B, Dover, Delaware 19901.

THIRD. The purpose or purposes of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the general Corporation Law of the State of Delaware, and to have and exercise all the powers conferred by the laws of the State of Delaware upon corporations formed under the General Corporation Law of the State of Delaware.

FOURTH. The Corporation is authorized to issue two (2) classes of shares to be designated respectively as Common Stock ("Common Stock") and Preferred Stock ("Preferred Stock"). The total number of shares of capital stock that the corporation is authorized to issue is One Hundred (100), of which Fifty (50) shall be shares of common Stock, with a par value of one cent (\$0.01), and of which Fifty (50) shall be shares of Preferred Stock, with a par value of one cent (\$0.01) per share.

The shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation (the "Board of Directors") is expressly authorized to provide for the issue of all or any of the remaining shares of the Preferred Stock in one or more series, and to fix the number of shares and to determine or alter, for each such series, such voting powers, full or limited, or no voting powers, and such designations, preferences, and relative, participating, optional, or other rights and such qualifications, limitations, or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issue of shares and as may be permitted by the General Corporation Law of the State of Delaware. The Board of Directors is also expressly authorized to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series subsequent to the issue of shares of that series. In case the number of shares of any such series shall be so decreased, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series.

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:13 PM 06/03/2003
FILED 12:53 PM 06/03/2003
SRV 030364733 - 3665491 FILE

FIFTH. The name and mailing address of the incorporator is as follows:

Neil S. Baritz, Esquire
150 East Palmetto Park Road, Suite 750
Boca Raton, Florida 33432

SIXTH. In furtherance and not in limitation of the powers conferred by statute the Board of Directors of the Corporation shall have the following powers:

- (a) To adopt, and to alter or amend the Bylaws and to fix the amount to be reserved as working capital; and
- (b) With the Consent in writing or pursuant to a vote of the holders of a majority of the capital stock issued and outstanding, to dispose of, in any matter, all or substantially all of the property of this corporation.

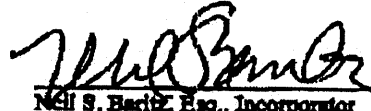
SEVENTH. The stockholders and directors of the Corporation shall have the power to hold their meetings and keep the books, documents and papers of the corporation within or outside the State of Delaware and at such place or places as may be from time to time designated by the Bylaws or by resolution of the stockholders or directors, except as otherwise required by the laws of the State of Delaware.

EIGHTH. The objects, purposes and powers specified in any clause or paragraph of this Certificate of Incorporation shall be in no way limited or restricted by reference to or inference from the terms of any other clause or paragraph of this Certificate of Incorporation. The objects, purposes and powers in each of the clauses and paragraphs of this Certificate of Incorporation shall be regarded as independent objects, purposes and powers. The objects, purposes and powers specified in this Certificate of Incorporation are in furtherance and not in limitation of the objects, purposes and powers conferred by statute.

NINTH. The Corporation shall have the power to indemnify its officers, directors, employees and agents, and such other persons as may be designated as set forth in the Bylaws, to the full extent permitted by the laws of the State of Delaware. A director shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duties as a director, provided that the liability of a director (i) for any breach of the director's loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of Title 8 of the Delaware Code, or (iv) for any transaction from which the director derived an improper personal benefit shall not be eliminated or limited hereby.

TENTH. The Corporation shall have perpetual existence.

The undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, does hereby make, file and record this Certificate of Incorporation and does hereby certify that the facts herein stated are true, and has accordingly hereunto set her hand and seal.


Neil S. Baritz, Esq., Incorporator

Dated: June 3, 2003

EXHIBIT A-3

Certificate of Authority to Transact Business

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 06/19/03
REQUEST NUMBER: 4842-0768
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 06/18/03 1116
EFFECTIVE DATE/TIME: 06/18/03 1116
CONTROL NUMBER: 0448782

TO:
CORPORATE CREATIONS
MEG COOK#318
3023 N CLARK STREET
CHICAGO, IL 60657

RE:
NOW ACQUISITION CORPORATION
APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF
AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE
ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN
NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE
REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE
ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS
OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED
AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION
OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

ON DATE: 06/19/03

FROM:
CORPORATE CREATIONS CHICAGO LLC
3023 NORTH CLARK ST
#318
CHICAGO, IL 60657-0000

RECEIVED: FEES \$600.00 \$0.00
TOTAL PAYMENT RECEIVED: \$600.00

RECEIPT NUMBER: 00003317813
ACCOUNT NUMBER: 00396467



SS-4458

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

**APPLICATION FOR CERTIFICATE OF AUTHORITY FOR
NOW ACQUISITION CORPORATION**

To the Secretary of State of the State of Tennessee:

Pursuant to the provision of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is: Now Acquisition Corporation

If different, the name under which the certificate of authority is to be obtained is: _____

(NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. If obtaining a certificate of authority under an assumed name corporate name, an application must be filed pursuant to Section 48-14-101(d) with an additional \$20.00 fee.)

2. The state or country under whose law it is incorporated is: Delaware

3. The date of its incorporation is: June 3, 2003

period of duration, if other than perpetual, is: _____ (must be month, day, and year) and the

4. The complete street address (including zip code) of its principal office is:

6590 W. Rogers Circle Suite 6A Boca Raton, FL / 33487

Street

City

State/Country

Zip Code

5. The complete street address (including the county and the zip code) of its registered office in Tennessee and the name of the registered agent is:

205 Powell Place Brentwood, Williamson County 37027

Street

City

County

Zip Code

Corporate Creations Network Inc.

Registered Agent

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)

President: Ken Baritz

6590 W. Rogers Circle Suite 6A Boca Raton FL 33487

Secretary: Ronald Gavillet

790 Frontage Road Suite 320 Northfield IL 60093

Treasurer: N/A

Asst. Secretary: Scott Kellogg

180 N. Wacker Drive, Suite 3 Chicago IL 60606

7. The names and complete business address (including zip code) of its current board of directors are: (Attach separate sheet if necessary)

Director: Ken Baritz

6590 W. Rogers Circle Suite 6A Boca Raton FL 33487

Director: _____

Director: _____

Director: _____

8. If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day, year) _____

9. The corporation is a corporation for profit.

10. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is:

(date) _____ (time) _____
[NOTE: A delayed effective date shall not be later than the 90th days after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.]

JUNE 13, 2003

Signature Date

Scott Kellogg

Assistant Secretary

Signer's Name and Capacity

Now Acquisition Corporation

Name of Corporation

Signature

SS-4431 (Rev. 8/97) RDA 1678

EXHIBIT A-4

Officers and Directors

OFFICERS AND DIRECTORS

Ken Baritz, President/Director
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Ronald W. Gavillet, Secretary
790 Frontage Road, Suite 320
Northfield, IL 60093

James Doherty, COO
Building 5, Suite 1348
1375 South Semoran Boulevard
Winter Park, FL 32792

EXHIBIT A-5

Biographies of Principal Officers

Ken Baritz is the CEO, President and Chairman of Now Acquisition Corporation and its parent BiznessOnline.com, Inc. Mr. Baritz has over 18 years of progressive and diverse corporate governance experience in both private and public companies. His core expertise involves turning around operationally distressed telecommunications providers and assets. Most recently, Mr. Baritz was President and member of the Board of Directors of Talk America Holdings, Inc., one of the largest and most profitable providers of competitive local services. Prior to that position, Mr. Baritz served as CEO and Chairman of the Board of Directors of Access One Communications, Inc., one of the first regional providers of UNE-P local services in the country. Mr. Baritz grew Access One from under \$1 million to \$50 million in annual revenues. Mr. Baritz also served as CEO and Chairman of the Board of Directors for the competitive pay phone provider Amnex, Inc.

James Doherty is the COO of Now Acquisition Corporation and its parent BiznessOnline.com, Inc. Mr. Doherty has over 20 years of experience managing the complex operational aspects of telecommunications providers. Most recently, Mr. Doherty served as Operations Manager for Talk America Holdings, Inc., where he managed all technical and operational aspects of a 300-seat joint use facility encompassing provisioning, collections, and telemarketing functions. He was also directly responsible for daily management of all provisioning operations company wide. Prior to that position, Mr. Doherty served as Director of Technical Operations for Amnex, Inc., where he managed three separate groups: Call Center Technical Operations, Fraud, and Coin Sent Paid. Mr. Doherty also served as Brand Operations Manager for National Telephone Services, managing 200 operations personnel, and was Installation and Maintenance Supervisor for ITT Business Communications Corp.

EXHIBIT A-6

Financial Qualifications

(Submitted Under Seal)

[CONFIDENTIAL TREATMENT REQUESTED]

FINANCIAL REQUIREMENTS

1. Estimated cost of network, switches, and unbundled network elements (UNE's)

Applicant anticipates no equipment expenses.

2. Most recent audited financial statements
 1. Balance Sheet
 2. Income Statement
 3. Statement of Cash Flows

NAC was organized on June 3, 2003, and has not yet begun to provide service in any jurisdiction. As such, unaudited financials for the parent company, BiznessOnline.com, Inc., are submitted under seal as Exhibit A-6.

3. Projected financial statements (three (3) years).
 1. Balance Sheet
 2. Income Statement
 3. Statement of Cash Flows

Projected financials for the parent company, BiznessOnline.com, Inc. ("Biz") are submitted under seal as Exhibit A-6.

4. Capital Expenditures Budget (3 years)
 1. Equipment to be deployed

The Company will deploy no equipment for this service offering.

2. Cost of equipment

The Company will have no cost as it will have no equipment.

3. Sources for funding Tennessee network, equipment, UNE's, cash loan commitments, vendor credits, letter of credit, etc. (complete detail)

If necessary, the Company will rely upon the financial assistance of its parent company, "Biz," for the first two years following certification.

5. Please quantify amounts included in financial statements and projections relating to reciprocal compensation for terminating ISP traffic.

No amounts are projected for such traffic.

6. TCA '65-4-125 amendment states that by September 1, 2000, all telecommunications service providers subject to the control and jurisdiction of the authority, except those owners or operators of public telephone service who pay annual inspection and supervision fees pursuant to Tennessee Code Annotated, '65-7-301(b), or any telecommunications services provider that owns and operates equipment facilities in Tennessee with a value of more than 5 million (\$5,000,000), shall file with the authority a corporate surety bond or irrevocable line of credit in the amount of twenty thousand dollars (\$20,000) to secure the payment of any monetary sanction imposed in any enforcement proceeding, brought under this title or the Consumer Telemarketing Protection Act of 1990, by or on behalf of the authority.

Please refer to Exhibit A-8.

EXHIBIT A-7

Capital Expenditures Budget

Applicant will operate as a reseller utilizing Unbundled Network Element-Platform ("UNE-P") and deploy no equipment for this service offering. Accordingly, the Company expects no capital expenditures for at least the first two (2) years subsequent to certification.

EXHIBIT A-8

Corporate Surety Bond

or

Irrevocable Letter of Credit

Applicant intends to transfer the bond that Now Communications, Inc. currently has on file with the TRA.

EXHIBIT A-9

**Small and Minority-Owned
Telecommunications Business
Participation Plan**

NOW ACQUISITION CORPORATION

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

Pursuant to T.C.A. '65-5-212, as amended, Now Acquisition Corporation. ("NAC") submits this small and minority-owned Telecommunications business participation plan (the "Plan") along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee.

I. PURPOSE

The purpose of '65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. NAC is committed to the goals of '65-5-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. NAC will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, NAC will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to NAC of such opportunities. NAC's representatives will contact the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors. Moreover, NAC will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

II. DEFINITIONS

As defined in '65-5-212.

Minority-Owned Business. Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

Small Business. Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

III. ADMINISTRATION

NAC's Plan will be overseen and administered by the individual named below (hereinafter "Administrator"), who will be responsible for carrying out and promoting NAC's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Scott Kellogg, Assistant Secretary
Now Acquisition Corporation
180 N. Wacker Drive, Suite 3
Chicago, IL 60606
Telephone: (312) 658-1056
Facsimile: (312) 658-5487

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with '65-5-212 and the rules and orders of the Tennessee Regulatory Authority.
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in '65-5-212.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperating in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
- (8) Providing information and educational activities to persons within NAC and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce
The Tennessee Department of Economic and Community Development
The United States Department of Commerce
Small Business Administration
Office of Minority Business
The National Minority Supplier Development Counsel
The National Association of Women Business Owners
The National Association of Minority Contractors
Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

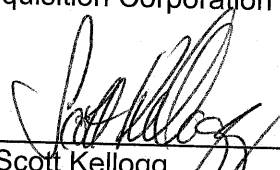
IV. RECORDS AND COMPLIANCE REPORTS

NAC will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, NAC will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

NAC will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, NAC will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

Now Acquisition Corporation

By: _____


Scott Kellogg
Assistant Secretary

Dated: July 2, 2003

EXHIBIT A-10

Toll Dialing Parity Plan

NOW ACQUISITION CORPORATION

PROPOSED PLAN FOR PROVIDING TOLL DIALING PARITY

Introduction

Section 251(b)(3) of the Telecommunications Act of 1996 (the "Act"), 47 USC '251(b)(3), requires each local exchange carrier ("LEC") to provide dialing parity to competing providers of telephone exchange service and telephone toll services. In order to ensure that each LEC is providing toll dialing parity, the Federal Communications Commission's ("FCC") regulations implementing the ACT, 48 CFR '52.213, require each LEC to file a plan for providing toll dialing parity with the state commission or the FCC. Now Acquisition Corporation ("NAC") hereby files, for review by the Tennessee Regulatory Authority ("TRA"), its Proposed Plan for Providing Toll Dialing Parity.

TOLL DIALING PARITY PLAN

Technical Implementation

NAC will be offering dialing parity for all toll calls. Each customer requesting NAC local exchange service will be given the opportunity to affirmatively select a presubscribed carrier for intraLATA toll and interexchange toll calls. NAC intends to utilize the underlying carrier's 2-PIC capabilities. This allows a customer to presubscribe to a preferred carrier for intraLATA toll calls and the same or different carrier for interLATA toll calls. NAC will be implementing this plan upon receiving authority from the TRA to provide service. NAC will initially be establishing service in the 468 LATA. NAC will provide toll-dialing parity in all the Tennessee LATA's served, including 468, 470, 472, and 474.

Business Office Practices

NAC will ensure that all customers are aware they have a choice of intraLATA, as well as interLATA toll carriers. In response to each request for NAC service, an NAC sales representative will inform the customer that NAC will presubscribe the customer's toll service to both the intraLATA and the interLATA toll carrier(s) of the customer's choice. In this way, the customer knows that a choice can be made among intraLATA and interLATA toll carriers. All carriers will be treated on a non-discriminatory basis and each customer will be given the opportunity to affirmatively select an intraLATA and interLATA toll carrier. NAC will maintain a list of available toll carriers and keep it updated. NAC will process a customer's PIC charge to a toll carrier other than NAC in the same fashion and in the same time frames as a request to presubscribe to itself. Once an NAC customer has chosen an intraLATA and interLATA toll carrier, the customer will be able to verify that selection at any time by dialing a toll free number. Customers will have access on a nondiscriminatory basis to telephone numbers, operator services, directory assistance, and directory listings. NAC does not have a PIC change charge waiver period at this time.

In responding to a communication from another intraLATA and interLATA telecommunications carrier, NAC's customer care representative will use an industry-standard Customer Account Record ("CARE") format to accept the required change. Such changes will be implemented only through a CARE request to ensure that changes are not made without appropriate authorization. Other carriers may submit a CARE request of NAC either manually or electronically.

Anti-Slamming

NAC will comply with the FCC's anti-slamming provisions, 47 CFR ' 64-110-150. NAC will make available a PIC-freeze option to requesting customers to protect the customer from unauthorized changes to its selected intraLATA and interLATA toll carrier.

Dialing Plan

The following matrix outlines the proposed routing of calls.

0	NAC local Operator Service
00	Dial to presubscribed Toll Provider Operator Service
1+10 digits	Dial to presubscribed intraLATA Toll Provider or interLATA Toll Provider Operator Service (depending on 10 digit number dialed).
10xxx or 101xxx+0	Dial around presubscribed intraLATA or interLATA Toll Provider to alternate Toll Provider Operator Service identified by code used by xxx or xxix portion of dialing request).
10xxx or 101xxxx+0+10 digits	Dial around presubscribed intraLATA or interLATA Toll Provider to alternate Toll Provider Operator Service (identified by code used in xxx or xxix portion of dialing request).
10xxx or 101xxxx+1+10 digits	Dial around presubscribed intraLATA or interLATA Toll Provider to direct dial through alternate Toll Provider (identified by code used in xxx or xxix portion of dialing request).

Applicability

This plan for providing dialing parity is intended to apply to all dial tone lines provisioned by NAC. NAC will comply with all rules of the FCC and the TRA.

Conclusion

NAC respectfully request that the TRA approve its proposed plan for providing toll-dialing parity.

EXHIBIT A-11

Notice of Application

CERTIFICATE OF SERVICE

STATE OF MICHIGAN)
)
COUNTY OF KALAMAZOO) ss.

Beth Ronfeldt, being duly sworn, deposes and states that on the 14th day of July 2003, she served a copy of the NOTICE OF FILING of the APPLICATION OF NOW ACQUISITION CORPORATION FOR A CERTIFICATE TO PROVIDE COMPETING LOCAL TELECOMMUNICATIONS SERVICES via U.S. Mail on the parties on the attached service list.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 14th day of July 2003, at Kalamazoo, Michigan.

Beth M. Ronfeldt

BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN THE MATTER OF THE APPLICATION OF)
NOW ACQUISITION CORPORATION FOR A)
CERTIFICATE TO PROVIDE COMPETING)
LOCAL TELECOMMUNICATIONS SERVICES)

NOTICE OF FILING

TO: ALL INTERESTED PARTIES SET FORTH IN EXHIBIT A-11 OF THIS APPLICATION.

PLEASE TAKE NOTICE, that in accordance with the Tennessee Regulatory Authority Rules for the Provision of Competitive Intrastate Telecommunications Services, you are hereby given notice that on July 14, 2003, NOW ACQUISITION CORPORATION filed an Application for a Certificate of Public Convenience and Necessity to Provide Facilities-based AND Resold Local Exchange and Interexchange Telecommunications Services.

This 14th day of July 2003.

NOW ACQUISITION CORPORATION

BY:

Patrick D. Crocker
Its Attorney

**Incumbent Local Exchange Service Providers Certificated In Tennessee
(Facilities-based)**

<u>Ardmore Telephone Company, Inc.</u> P.O. Box 549 517 Ardmore Avenue Ardmore, TN 38449 (205) 423-2131 (205) 423-2208 (Fax)	<u>BellSouth</u> 333 Commerce Street Nashville, TN 37201-3300 (615) 214-3800 (615) 214-8820 (Fax)	<u>Century Telephone of Adamsville</u> P.O. Box 405 116 N. Oak Street Adamsville, TN 38310 (901) 632-3311 (901) 632-0232 (Fax)
<u>Century Telephone of Claiborne</u> P.O. Box 100 507 Main Street New Tazewell, TN 37825 (423) 626-4242 (423) 626-5224 (Fax)	<u>Century Telephone of Ooltewah-Collegedale, Inc.</u> P.O. Box 782 5616 Main Street Ooltewah, TN 37363 (423) 238-4102 (423) 238-5699 (Fax)	<u>Citizens Communications Company of Tennessee</u> P.O. Box 770 300 Bland Street Bluefield, WV 24701
<u>Citizens Communications Company Of The Volunteer State</u> P.O. Box 770 300 Bland Street Bluefield, WV 24701	<u>Loretto Telephone Company, Inc.</u> P.O. Box 130 Loretto, TN 38469 (931) 853-4351 (931) 853-4329 (Fax)	<u>Millington Telephone Company, Inc.</u> 4880 Navy Road Millington, TN 38053 (901) 872-3311 (901) 873-0022 (Fax)
<u>Sprint-United</u> 112 Sixth Street Bristol, TN 37620 (423) 968-8161 (423) 968-3148 (Fax)	<u>TDS Telecom-Concord Telephone Exchange, Inc.</u> P.O. Box 22610 701 Concord Road Knoxville, TN 37933-0610 (423) 966-5828 (423) 966-9000 (Fax)	<u>TDS Telecom-Humphreys County Telephone Company</u> P.O. Box 552 203 Long Street New Johnsonville, TN 37134-0552 (931) 535-2200 (931) 535-3309 (Fax)

**TDS Telecom-Tellico
Telephone Company,
Inc.**

P.O. Box 9
102 Spence Street
Tellico Plains, TN 37385-
0009

(423) 671-4600
(423) 253-7080 (Fax)

**TDS Telecom-
Tennessee Telephone
Company**

P.O. Box 18139
Knoxville, TN 37928-
2139

(423) 922-3535
(423) 922-9515 (Fax)

**TEC-Crockett
Telephone Company,
Inc.**

P.O. Box 7
Friendship, TN 38034

(901) 677-8181

**TEC-People's
Telephone Company,
Inc.**

P.O. Box 310
Erin, TN 37061

(931) 289-4221
(931) 289-4220 (Fax)

**TEC-West Tennessee
Telephone Company,
Inc.**

P.O. Box 10
244 E. Main Street
Bradford, TN 38316

(901) 742-2211
(901) 742-2212 (Fax)

**United Telephone
Company**

P.O. Box 38
120 Taylor Street
Chapel Hill, TN 37034

(931) 364-2289
(931) 364-7202 (Fax)

EXHIBIT A-12

Numbering Issues

NUMBERING ISSUES

Please provide answers to the following questions concerning numbering within your proposed service area.

1. What is your company's expected demand for NXXs per NPA within a year of approval of your application?

The Company's expected demand for NXXs per NPA within a year of approval is 754.

2. How many NXXs do you estimate that you will request from NANPA when you establish your service footprint?

The Company will not order NXXs in blocks and estimates an aggregate amount consistent with the answer to Question 1 herein above.

3. When and in what NPA do you expect to establish your service footprint?

The Company intends to market service throughout the State of Tennessee. Accordingly, the Company's footprint includes the entire state.

4. Will the company sequentially assign telephone numbers within NXXs?

Yes

5. What measures does the company intend to take to conserve Tennessee numbering resources?

The Company will assign numbers consistent with demand.

6. When ordering new NXXs for growth, what percentage fill of an existing NXX does the company use to determine when a request for a new NXX will be initiated?

75 - 80%

EXHIBIT A-13

Tennessee Specific Operational Issues

Please provide answers to the following questions concerning Tennessee Specific Operational Issues.

1. How does the company intend to comply with TCA '65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee.

Billing features will prevent the billing of countywide calls.

2. Is the company aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone numbers on the database?

Yes.

3. Is your company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in your proposed service areas?

Yes.

4. Explain the procedures that will be implemented to assure that your customers will not be billed long distance charges for calls within the metro calling areas.

Billing features will preclude such billing.

5. Please provide the name and telephone number of an employee of your company that will be responsible to work with the TRA on resolving customer complaints.

Scott Kellogg (312) 658-1056

6. Does the company intend to telemarket its services in Tennessee? If yes, is the company aware of the telemarketing statutes and regulations found in TCA '65-4-401 *et seq.* And Chapter 1220-4-11?

Yes, the Company intends to telemarket its services.

Yes, the Company is aware of the telemarketing statutes and regulations.

EXHIBIT A-14

Pre-filed Testimony

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

**APPLICATION OF
NOW ACQUISITION CORPORATION
FOR A CERTIFICATE TO PROVIDE
COMPETING LOCAL TELEPHONE
SERVICES**

PRE-FILED TESTIMONY OF SCOTT KELLOGG

I, Scott Kellogg, do hereby testify as follows in support of the application of Now Acquisition Corporation (NAC) for a Certificate of Convenience and Necessity as a competing telecommunications services provider to provide telecommunication services throughout the State of Tennessee.

Q: Please state your full name, business address, and position.

A: My name is Scott Kellogg. My business address is Now Acquisition Corporation, 6590 West Rogers Circle, Suite 6A, Boca Raton, FL 33487. My position is Assistant Secretary of NAC.

Q: Please briefly describe your duties.

A: As in-house counsel to NAC, my principal duties include managing the regulatory affairs of NAC and its regulated affiliates. I am responsible for all matters relating to regulatory certification, tariffing, reporting, and resolution of complaints filed by customers with regulatory agencies.

Q: Please describe your business experience and educational background.

A: I have almost five years of experience as an attorney representing competitive telecommunications carriers in regulatory matters, and several additional years of experience in the telecommunications industry. Additionally, I have approximately three years of experience in governmental affairs, as a legislative aide in the Michigan House of Representatives and Senate. I have a B.A. from Michigan State University, and a J.D. from the Chicago-Kent College of Law.

Q: Are all statements in NAC's Application true and correct to the best of your knowledge, information and belief?

A: Yes, to the best of my knowledge, information and belief all statements in NAC's Application are true and correct.

Q: Please describe the current corporate structure of NAC.

A: NAC is a corporation organized under the laws of the State of Delaware on June 3, 2003.

Q: Does NAC possess the requisite managerial, financial, and technical abilities to provide the services for which it has applied for authority?

A: Yes, NAC possesses the requisite managerial, financial, and technical abilities to provide the services for which it has applied for authority.

Q: Please describe NAC's financial qualifications.

A: As evidence of NAC's financial qualifications and resources to offer telecommunications services in Tennessee, we submit financial information in Exhibit A-6.

Q: Please describe NAC's managerial and technical qualifications.

A: The senior management of NAC has great depth in the telecommunications industry and offer extensive technical and managerial expertise to NAC pertaining to the telecommunications business. In evidence of managerial and technical qualifications we submit Exhibit A-5, which includes the biographies of NAC's key officers.

Q: What services will NAC offer?

A: NAC's initial line of local services will be comparable to that currently offered by the incumbent LECs. Initially, NAC plans to offer basic access line service, Optional Calling Features, Directory Assistance, Directory Services, and Operator Services, as well as all services required under Chapter 1220-4-8-.04 (3) (b) and (c).

Q: Will NAC offer service to all consumers within its service area?

A: Yes, NAC will offer service to all consumers within its service area. NAC intends to market to business and residential customers.

Q: Will the granting of a certificate of convenience and necessity to NAC serve the public interest?

A: Yes, the public will benefit both directly, through the use of the competitive services to be offered by NAC and indirectly, because NAC's presence in Tennessee will increase the incentive for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Granting of a certificate of convenience and necessity to NAC will further enhance the service options available to Tennessee citizens.

Q: Does NAC intend to comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?

A: Yes, NAC intends to comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service.

Q: Has any state ever denied NAC or one of its affiliates authorization to provide intrastate service?

A: No, NAC has not ever been denied authority to provide intrastate service by any State or jurisdiction.

Q: Has any state ever revoked the certification of NAC or one of its affiliates?

A: No, NAC's certification has not ever been revoked in any state or jurisdiction.

Q: Has NAC or one of its affiliates ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?

A: NAC has not ever been investigated or sanctioned by any regulatory authority for service or billing irregularities.

Q: Who is knowledgeable about NAC's operations and will serve as NAC's regulatory and customer service contact?

A: Scott Kellogg

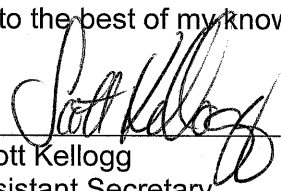
Q: Please explain in detail NAC's proposed procedures for responding to information requests from the TRA and its staff.

A: NAC's attorney or company staff will respond to information requests from the TRA and its staff.

Q: Does this conclude your testimony?

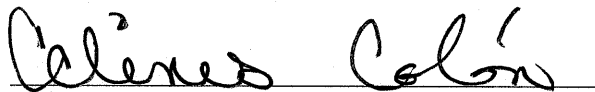
A: Yes it does.

I swear that the foregoing testimony is true and correct to the best of my knowledge.



Scott Kellogg
Assistant Secretary
Now Acquisition Corporation

Subscribed and sworn to me this 02 day of July 2003.



Notary Public
State of ILLINOIS
County of COOK
My commission expires Sept 28 - 2004

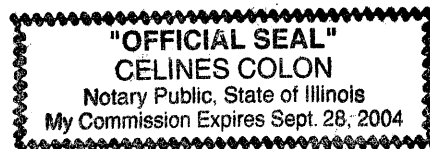


EXHIBIT A-15

Proposed Tariff

LOCAL EXCHANGE SERVICES

NOW ACQUISITION CORPORATION

6590 West Rogers Circle, Suite 6A
Boca Raton, Florida 33487
(888) 389-1400

Rates, Rules and Regulations for furnishing of Services within Tennessee

Tennessee Regulatory Authority

Tariff No. 1

This tariff contains the descriptions, regulations and rates applicable for the furnishing of local exchange and long distance telecommunications services provided by Now Acquisition Corporation ("NAC") within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority.

Issued:

Issued By:

Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

CHECK SHEET

The following pages are effective as of the date shown. Revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>Page</u>	<u>Revision No.</u>	<u>Page</u>	<u>Revision No.</u>
1	Original	33	Original
2	Original	34	Original
3	Original	35	Original
4	Original	36	Original
5	Original	37	Original
6	Original	38	Original
7	Original	39	Original
8	Original	40	Original
9	Original	41	Original
10	Original	42	Original
11	Original	43	Original
12	Original	44	Original
13	Original	45	Original
14	Original	46	Original
15	Original	47	Original
16	Original	48	Original
17	Original	49	Original
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		

* denotes current filing.

Issued:

Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

TABLE OF CONTENTS

Title Page	1
Check Sheet.....	2
Table of Contents.....	3
Subject Index	4
Explanation of Symbols	5
Application of Tariff	6
Service Area.....	6
Undertaking of Company	6
Definitions	7
Terms and Conditions.....	13
Rates and Charges	30
Promotional Offerings	41

Issued:

Issued By:

Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES**SUBJECT INDEX**

<u>Subject</u>	<u>Page</u>
Allowances for Interruption in Service	27
Application of Service	26
Application of Tariff	6
Assignment	18
Billed Number Screening	40
Call Tracing	39
Cancellation of Application for Service	26
Cancellation of Service	24
Check Sheet	2
Custom Calling Service	32
Customized Number Services	39
Claims	15
Definitions	7
Deposits	23
Directory Listings	35
Discontinuance of Service	24
Explanation of Symbols	5
Governmental Authorizations	17
Installation, Testing and Maintenance	15
Intra and InterLATA Prepaid Long Distance	36
IntraLATA Toll Services	35
Joint Use Arrangements	29
Liability of the Company	13
Limitations of Credit Allowances	28
Line Hunting	40
Local Exchange Service - Residence	30
Moves, Adds and Changes	27
Non-Routine Installation	16
Obligations of the Customer	19
Operator Services	34
Ownership of Facilities	16
Payment for Service	22
Prohibited Uses	18
Promotional Offerings	41
Provision of Equipment and Facilities	16
Remote Call Forwarding	39
Rights of Way	17
Selective Class of Call Screening	40
Service Area	6
Service Connection Charges	31
Services Provided by Other Companies	17
Subject Index	4
Table of Contents	3
Title Page	1
Toll Restriction	40
Undertaking of the Company	6
900/976 Call Blocking	39

Issued:

Issued By: Ken Baritz, President
 Now Acquisition Corporation
 6590 West Rogers Circle, Suite 6A
 Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

EXPLANATION OF SYMBOLS

When changes are made on any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C) - To signify a "Change" in existing rate and/or regulation.
- (D) - To signify the "Deletion/Discontinuance" of rates, regulations, and/or text.
- (I) - To signify a rate "Increase."
- (M) - To signify matter "Moved/Relocated" within the tariff with no change to the material.
- (N) - To signify "New" text, regulation, service, and/or rates.
- (R) - To signify a rate "Reduction."
- (T) - To signify a "Text Change" in tariff, but no change in rate or regulation.
- (Z) - To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

Issued:

Issued By:

Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

1. APPLICATION OF TARIFF

- 1.1. This tariff applies to the furnishing of the Local Exchange Services defined herein by Now Acquisition Corporation, (hereinafter referred to as the "Company" or "NAC"). Local Exchange Services are furnished for the use of end-users in placing and receiving local telephone calls within the local calling areas.
- 1.2. The provision of local exchange telecommunications service is subject to regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.
- 1.3. The Company reserves the right to offer its Customers a variety of competitive services as deemed appropriate by the Company or similar services as offered by a dominant exchange service provider.
- 1.4. The Company may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration.

2. SERVICE AREA

Local Exchange Service is provided in the Local Service Areas as defined by the exchange service area maps on file with the Tennessee Regulatory Authority.

3. UNDERTAKING OF THE COMPANY

- 3.1. The Company undertakes to provide the services offered in this tariff on the Terms and Conditions and at the rates and charges specified.
- 3.2. Service will be provided where facilities, billing capabilities and the resale of underlying network elements are technologically and/or economically available and feasible. The furnishing of service under this tariff is subject to the continuing availability of all necessary facilities.
- 3.3. The Company reserves the right to limit use of facilities when necessary due to a shortage of facilities or other cause beyond the company's control.

Issued:

Issued By:

Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

4. DEFINITIONS

Certain terms used generally throughout this tariff for services furnished by the Carrier are defined below.

Access Lines

A telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Additional Listing

Any listing of a name or other authorized information in connection with a Customer's telephone number in addition to that which is entitled in connection with his regular service.

Advance Payment

A payment required before the start of service.

Applicant

A person who applies for telecommunications services. Includes persons seeking reconnection of their service after Company-initiated termination.

Application

A request made orally or in writing for telephone service.

Authorized User

A person, firm, or corporation, which is authorized by the Company to be connected to the service of the Customer or joint user.

Prepaid Service

Service on the basis of payment in advance for services provided.

Basic Local Exchange Service

The provision of an access line and usage within a local calling area for the transmission of 2-way interactive switched voice/data communication.

Issued:

Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

4. DEFINITIONS (continued)**Building**

A structure under one roof and of such a nature that it can in itself fulfill the requirements of a business or residence establishment, or both; or two or more structures that are connected by means of enclosed passageways (overhead bridges, subways, or a ground level) or common basements, permitting access from one building to the other, that are suitable for the routing, placing and proper protection of inside cable and wire type facilities. In no case can conduit be considered an enclosed passageway.

Business Service

Determination as to whether or not Customer's service should be classified as Business will be based on the character or use to be made of the service. The practice of advertising a telephone number in newspapers, business cards or on trucks shall be a contributing, but not an exclusive factor in determining the classification of service. Service will be classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

Commission

The Tennessee Regulatory Authority

Company

Now Acquisition Corporation

Continuous Property

Continuous property is defined as plot of ground, together with any buildings thereon, occupied by the Customer, which is not separated by public thoroughfares or by property occupied by others.

Contract

The agreement between a Customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Tariffs.

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Issued:

Issued By:

Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

4. DEFINITIONS (continued)**Customer Provided Equipment**

All communications systems, devices, apparatus and their associated wiring, provided by Customer.

Demarcation Point

The point where company network services, usually a Network interface Device (NID), or facilities terminate and the Company's responsibility for installing and maintaining such services or facilities ends.

Directory Listing

A publication in dominant LEC's alphabetical directory of information relative to a Customer's name or other identification and telephone number.

Exchange

A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area," which usually embraces the city, town or village, and its environs. It may contain one or more central office together with the associated plant, equipment and facilities used in furnishing communication service within that area.

Exchange Area

The area within which the telephone company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

Increment

Units of measurement defined as minutes, messages or other units charged to a Customer for use of service.

Interface

The term "Interface" denotes that point on the premises of the Customer at which provision is made for connection of other than company-provided facilities to facilities provided by the company.

Interface Equipment

Equipment provided by the company at the interface location to accomplish the direct electrical connection of facilities provided by the company with facilities provided by other than the company.

Issued:

Issued By:

Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

4. DEFINITIONS (continued)**Joint User**

A person, firm or corporation, which is designated by the Customer as a user of Local Exchange Service furnished to the Customer and to whom a portion of the charges for the services will be billed under a joint user arrangement as specified herein.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Calling

A communications between two access lines in the same exchange or zone or from an access line in one exchange or zone to another access line within another exchange or zone within its local calling area.

Local Calling Area

The geographic area throughout which a Customer of local exchange services obtains telephone service without payment of a toll charge. It includes the home exchange and may also include other nearby exchanges. A local calling area may consist of one or more central office areas.

Local Exchange Company (LEC)

LEC refers to the dominant local exchange carrier in an area.

Minimum Service Term

The minimum length of time for which a Customer is obligated to pay for service, whether or not retained by the Customer for such minimum length of time.

Non-Recurring Charge

The one-time initial charge for services or facilities, including but not limited to, charges for construction, installation or special fees for which the Customer becomes liable at the time the service order is executed.

Issued:
Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

4. DEFINITIONS (continued)**Non-Sufficient Funds (NSF) Check**

Any negotiable instrument returned by the bank, savings institution, or other eligible institutions, which is returned by that institution with one of the following instructions: non-sufficient funds, uncollected funds, account closed, account frozen, no account.

Person

A natural person, firm, partnership, corporation, association, municipality, corporation, organization, government agency, real estate trust, or other legal entity.

Point of Demarcation

The point of demarcation is a point in a Customer's circuit to which the telephone company is responsible for service and beyond which the Customer is responsible for service.

Premises

The space occupied by a Customer or authorized user in a building or buildings consisting of all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on continuous property.

Premise Visit Charge

A charge applied when the location of reported trouble is found to be in Customer-provided equipment and/or inside wiring.

Recurring Charges

The monthly charges paid by the Customer for services, facilities and equipment, which continue for the agreed-upon duration of the service.

Residence Service

Service will be classified as Residence Service where the business use, if any, is merely incidental and where the major use is a social or domestic nature.

Service Central Office

The term "Service Central Office" denotes the LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Issued:
Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

4. DEFINITIONS (continued)**Service Connection Charge**

The non-recurring charge a Customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service.

Service Order

The request for the company's services executed by the Customer and the company in the format devised by the company. The acceptance by the company and the Customer initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Serving Wire Center

A serving wire center denotes the wire center from which the Customer designated premises would normally obtain dial tone from the company.

User

Any person who uses telecommunications services provided by the company under the jurisdiction of the Regulatory Authority of the State of Tennessee.

Issued:
Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

5. TERMS AND CONDITIONS**5.1. Liability of the Company**

- 5.1.1. The liability of the Company for damages arising out of the furnishing of these services, including but not limited to, mistakes, omissions, interruptions, delays, errors, defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in Section 5.20. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, and exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- 5.1.2. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fires, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including the state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 5.1.3. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 5.1.4. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 5.1.5. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.

Issued:
Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

5. TERMS AND CONDITIONS (continued)**5.1 Liability of the Company (continued)**

- 5.1.6. The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or persons(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 5.1.7. The Company shall not be liable for any damages resulting from delays in meeting any service dates resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction of work.
- 5.1.8. The Company is not liable for any defacement or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 5.1.9. The Company shall not be liable for damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by Company's willful misconduct or negligence.
- 5.1.10. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the services offered in this tariff.
- 5.1.11. The Company's entire liability for any claim of loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific service in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event, giving rise to the liability occurred.
- 5.1.12. The Company makes no warranties or representations, express or implied, either in fact or operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.

Issued:

Issued By:

Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

5. TERMS AND CONDITIONS (continued)**5.2. Claims**

The Company shall be indemnified and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "claims") arising from the use of the services pursuant to this tariff involving:

- 5.2.1. Claims of third parties, including patrons of Customers of Customers, arising out of, resulting from, or related to use of the services.
- 5.2.2. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the service.
- 5.2.3. Claims for patent infringement arising from combining or using facilities and equipment furnished pursuant to this agreement in connection or in combination with facilities or equipment not furnished by the Company.
- 5.2.4. All other claims arising out of any act or omission of Customer, or Customers or patrons of Customer, in connection with the services made available to Customer pursuant to this agreement. Customer agrees to defend Company against any such claim and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such claim.

5.3. Installation, Testing and Maintenance

Installation of Company facilities will be charged on a time and materials basis at rates listed in this tariff.

Upon suitable notice, the Company may make such tests, adjustments and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition at rates listed in this tariff. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by Company. Company will charge Customers the rates listed in this tariff for any maintenance visits with respect to service problems, which are determined to arise from equipment or facilities provided by Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of labor charges as listed in this tariff for the period of time from when Company personnel are dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

Issued:**Issued By:**

Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

5. TERMS AND CONDITIONS (continued)**5.3. Installation, Testing and Maintenance (continued)**

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, the labor charges listed in this tariff will apply.

5.4. Provision of Equipment and Facilities

Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

5.4.1. The through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or

5.4.2. The reception of signals by Customer-provided equipment; or

5.4.3 Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

5.5. Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on not less than the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

5.6. Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert any right, title or interest in all the fiber optic or other facilities and associated equipment provided by Company hereunder.

Issued:**Issued By:**

Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

5. TERMS AND CONDITIONS (continued)**5.7. Rights-of-Way**

Where economically feasible, Company shall directly or through third parties use reasonable efforts to obtain and maintain rights-of-way necessary for installation of facilities used to provide service. Except as otherwise provided herein, any and all costs associated with acquiring the rights-of-way up to the point of entry at the Customer's location, shall be borne entirely by Company. Any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at Customer's location to the termination point where service is finally delivered to Customer, including, but not limited to, the cost of installing conduit or of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

5.8. Services Provided by Other Companies

Company shall have no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any dispute or discrepancies with the service provider.

5.9. Governmental Authorizations

The provisions of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

Issued:
Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

5. TERMS AND CONDITIONS (continued)**5.10. Assignment**

The Company may, without obtaining any further consent from Customer, assign any rights, privileges or obligations under this tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assigned, transferred, or in any other manner disposed of, any of its rights, privileges, or obligations under this tariff, any attempt to make such an assignment, transfer, or disposition without consent shall be null and void.

5.11. Prohibited Uses

The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer with respect thereto.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company's offerings complies with relevant laws, regulations, policies, orders and decisions.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

Issued:
Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

5. TERMS AND CONDITIONS (continued)**5.12. Obligations of the Customer****5.12.1 Customer Responsibilities**

The Customer shall pay all applicable charges as set forth in this tariff.

The Customer is responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of Customer, authorized user, or joint user, or the non-compliance by the Customer, authorized user, or joint user with these regulations, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

Customer shall arrange access to any of the rights-of-way, conduit and equipment space for which it is responsible for obtaining pursuant to Section 5.7 above at any time so that Company's authorized personnel, employees or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. Customer acknowledges that when repair work is required to restore services after interruption, it may be necessary to provide the access on a twenty-four hour, seven-day a week basis. Company shall also have the right to obtain access to the cable installed in Customer-provided conduit at any splice or junction box. No credit allowance under Section 5.20 will be made for the period during which service is interrupted for such purposes.

The Customer shall make available to Company such space, power, environmental conditioning and other resources at Customer's premises as Company shall request for the provision of service hereunder.

Customer shall provide a safe place to work which complies with all laws and regulations regarding the working conditions along the rights-of-way and in the equipment space which it is responsible for obtaining pursuant to Section 5.7 above, and at which Company authorized personnel, employees or agents may be installing, inspecting, maintaining, replacing, repairing or removing fiber optic cable or other cable or other facilities and equipment.

Issued:
Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

5. TERMS AND CONDITIONS (continued)**5.12. Obligations of the Customer (continued)****5.12.1 Customer Responsibilities**

Customer shall provide the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by Company, at each Customer termination point, without care of premises equipment and building wiring provided by Company as part of the services. Customer agrees to return such equipment and wiring to Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in Customer's premise, except where such loss or damage is caused by Company. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and right-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules, regulations and all applicable lease or other contractual agreements. Company shall install such wiring and equipment as reasonably directed by Customer to comply with the lease or other contractual obligations to which Customer is a party.

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses and permits as may be required to permit Customer to comply with its obligations hereunder.

5.12.2. Customer Equipment and Channels**5.12.2.A. In General**

Customer may transmit or receive information or signals via the services provided by the Company.

5.12.2.B. Station Equipment

Customer-provided terminal equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user. Conformance of Customer-Provided Station Equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

LOCAL EXCHANGE SERVICES

5. TERMS AND CONDITIONS (continued)**5.12. Obligations of the Customer (continued)****5.12.2. Customer Equipment and Channels (continued)****5.12.2.B. Station Equipment (continued)**

The Customer, authorized user, or joint user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

5.12.2.C. Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing service and the channels; facilities or equipment of others shall be provided at the Customer's expense.

Service may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with, the terms and conditions of the tariffs of the other communications carrier, which are applicable to such connections.

5.12.2.D. Inspections

Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer, authorized user, or joint user is complying with the requirements set forth in this tariff for installation, operation, and maintenance of Customer-provided facilities, equipment and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

Issued:**Issued By:**

Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

5. TERMS AND CONDITIONS (continued)**5.13. Payment for Service****5.13.1. Payment and Collection of Charges**

The Customer is responsible for prepayment of all charges for facilities and services furnished; including charges for services originated, or charges accepted, at such facilities. The Customer's responsibility also includes charges associated with the fraudulent use of facilities and services by the Customer or any end users of the Customer.

At such time as the Company or its agent(s) completes installation or connection of the necessary facilities and/or equipment to provide service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, the Company shall notify the Customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for service.

Customer shall pay in advance the amount(s) as specified in the tariff for the Services. Non-recurring charges, including construction, are due in advance. Fixed recurring charges shall be paid in advance.

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished may be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days. This only applies to fixed monthly recurring charges.

5.13.2. Service Date

At such time as Company completes installation or connection of the necessary facilities and/or equipment to provide service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, Company shall notify Customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for service.

5.13.3. Taxes and Other Surcharges

Customer shall pay all sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income).

Issued:

Issued By:

Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

5. TERMS AND CONDITIONS (continued)**5.13. Payment for Service (continued)****5.13.4. Advance Payments**

To safeguard its interests, the Company will require a Customer to make an advance payment of up to two months' service before services are furnished. The advance payment will be credited to the Customer's service. The advance payment is in addition to a deposit.

5.13.5. Minimum Service Term

Service is provided on the basis of a minimum period of at least one (1) month. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

At the expiration of the initial term, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination.

5.13.6. Non-Sufficient Funds Checks

Checks presented in payment for services and subsequently returned to the Company by the Customer's financial institution for "Non-Sufficient Funds" (NSF), or other reasons, will incur a non-recurring charge per Customer, per check:

Per NSF Check : \$20.00

5.14. Deposits and Failure to Make Advance Payment

To safeguard its interests, before a service is provided, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. Deposit does not relieve the Customer of the responsibility of advance payment. If service is discontinued, the amount of a deposit will be applied to the Customer's account and any credit balance remaining will be refunded. Interest on the cash deposit will be paid at the rate established by the TRA. Company may refuse service if advance payment and a deposit are not paid.

Issued:
Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

5. TERMS AND CONDITIONS (continued)**5.15. Discontinuance of Service**

Upon non-payment of any amounts owing to the Company, the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend service without incurring any liability.

Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving thirty (30) days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

Upon condemnation of any material portion of the facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

Upon any governmental prohibition or requirement, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

5.16. Cancellation of Service

5.16.1. If a Customer cancels a service order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period as set forth in this tariff all costs, fees and expenses reasonably incurred in connection with (1) all non-recurring charges reasonably expended by the Company to establish service to the Customer, (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, and (3) all recurring charges specified in the applicable service order tariff for the balance of the then current term.

Issued:

Issued By:

Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

5. TERMS AND CONDITIONS (continued)**5.16. Cancellation of Service (continued)**

5.16.2. The Company may discontinue the furnishings of any and/or all service(s) to the Customer without incurring any liability:

Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to the following:

- 5.16.2.A. The Customer refuses to furnish information to the Company regarding the Customer's credit worthiness, if requested; or its past or current use of common carrier communications services or its planned use of service(s); or
- 5.16.2.B. The Customer provides false information to the Company regarding the Customer's identity, address, credit worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- 5.16.2.C. The Customer states that it will not comply with a request of the Company for security for the payment of service(s), as specified in this tariff; or
- 5.16.2.D. The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- 5.16.2.E. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - 5.16.2.E.1. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - 5.16.2.E.2. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - 5.16.2.E.3. Any other fraudulent means or devices.
- 5.16.2.F. Immediately upon written notice to the Customer of any sum twenty-one (21) days past due;

Issued:

Issued By:

Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

5. TERMS AND CONDITIONS (continued)**5.16. Cancellation of Service (continued)**

5.16.2.G. Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service, as specified in this tariff; or

5.16.2.H Seven (7) days after sending the Customer written notice of non-compliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

5.17. Application for Service

Service is installed and provided upon acceptance by the Company of its standard service contracts completed by the Customer. The Company may require a subscriber to sign an application form furnished by the Company to establish their credit to the satisfaction of the Company as a condition precedent to the initial establishment of such service.

5.18. Cancellation of Application for Service

Applications for service may be canceled at any time prior to notification by the Company that service is available for Customers on or prior to the service date, whichever is later.

Where the Company incurs any expense in connection with applications for service, or where placement of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursement, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the application for or provision of service.

The charges described above will be calculated and applied on a case-by-case basis.

LOCAL EXCHANGE SERVICES

5. TERMS AND CONDITIONS (continued)**5.19. Moves, Adds and Changes**

Upon receipt of notice from Customer, Company will add, delete or change locations or features of specific lines and equipment. Company shall charge Customer a non-recurring charge for such service. The Company may require a signed authorization from the Customer for additions to or changes in the existing service or application.

5.20. Allowances for Interruption in Service

A credit allowance will be given on a per-line basis for any period during which any line subscribed to by Customer hereunder, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any shall be deducted from the charges payable by Customer hereunder and shall be deducted by the Customer on payment of next month's charges.

A credit allowance is applicable only for monthly recurring charges and will be made when an interruption occurs because of a failure of any component furnished under this tariff by Company. An interruption period begins when the Customer reports a service to be interrupted and ceases when services have been restored. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.

Two or more service interruptions of the same type to the same line of two (2) hours or more during any one twenty-four hour period shall be considered as one (1) interruption. In no event shall such interruption credit for any one line/equipment exceed one (1) day's fixed recurring charges for such line in any twenty-four hour period.

Issued:
Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

5. TERMS AND CONDITIONS (continued)**5.20. Allowances for Interruption in Service (continued)**

Credit allowances for monthly recurring charges shall be calculated as set forth in the following sections:

5.20.1 Interruptions of 24 Hours or Less

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 30 minutes	None
30 Minutes - 2 Hours & 59 Minutes	1/10 Day
3 Hours - 5 Hours & 59 Minutes	1/5 Day
6 Hours - 8 Hours & 59 Minutes	2/5 Day
9 Hours - 11 Hours & 59 Minutes	3/5 Day
12 Hours - 14 Hours & 59 Minutes	4/5 Day
15 Hours - 24 Hours & 59 Minutes	One Day

5.20.2 Interruptions Over 24 Hours

Interruptions of more than twenty-four (24) hours will be credited four (4) hours for each four-hour period or fraction thereof. No more than one full day's credit will be allowed in any twenty-four hour period.

5.21. Limitations on Credit Allowances

No credit allowances will be made for:

5.21.1. Interruptions due to the negligence of, or non-compliance with, the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

5.21.2. Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;

5.21.3. Interruptions of service during any period in which the Company is not given access to the premises at which the Company-provided service is interrupted or terminated.

5.21.4. Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

LOCAL EXCHANGE SERVICES

5. TERMS AND CONDITIONS (continued)**5.21. Limitations on Credit Allowances (continued)**

5.21.5. Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.

5.21.6. Interruptions of service due to circumstances or causes beyond the control of Company.

5.22. Joint Use Arrangements

Joint use arrangements will be permitted for all services offered pursuant to this tariff.

From each joint use arrangement, one member will be designated the responsible Customer for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from this Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

LOCAL EXCHANGE SERVICES

6. RATES AND CHARGES

Services are available to residential Customers.

6.1. Local Exchange Service

Local Exchange Service provides an individual access line for the transmission of two-way switched voice or data communication within a local calling area. The individual access line is the connecting facility between a Customer's premise and a serving central office that provides Customer access to the switched network for placing and receiving calls. Access to 911 Emergency Services, where available, is provided at no charge. The individual access line also enables the Customer to access the service of long distance carriers.

6.1.1. Residence Service

The Company offers residential Customers a monthly flat rate for all their local calling needs. The residential Customer is provided an individual access line and unlimited local calling within their local calling area. The local exchange calling area is defined in Section 4.

6.1.1.A. Monthly Charge Per Access Line

The Monthly Charge Per Access Line includes unlimited calling within the specified local calling area. It includes all applicable local, state, and federal taxes, charges, and surcharges.

Basic Monthly Charge	-	\$49.99
Advanced Monthly Charge*	-	\$59.99

*Includes optional features: Caller ID Deluxe, Call Waiting, Call Return, Speed Dial, Call Forward, and Three Way Calling.

6.1.2. Reserved for future use.**6.1.3. FCC Charge for Network Access**

The following FCC Charge for network access applies to all Customers:

Monthly Recurring Charges

Residence	\$5.00 (and as periodically revised by the FCC)
-----------	---

6.1.4. Life Line Service

As Required by Commission.

Issued:
Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

6. RATES AND CHARGES (continued)**6.2. Service Connection Charges**

Service connection charges are non-recurring charges, which apply to ordering, installing or changing of local telephone service. The Basic Sign Up Fee (connection charge) is \$69.99. The Advanced Services Sign Up Fee (includes all of the most popular optional calling features) is \$79.99. This fee includes one month of service.

For new Customers transferring to the Company from competing carriers, \$20 of the Service Connection Charge is waived and \$50 of free long distance is provided in installments of \$10 per month, decremented at the rate of .10 per minute.

6.2.1. Description of Charges

6.2.1.A. Premise Labor Charge - Applies to connect or modify lines or equipment at the Customer's location. Charges are based upon the time spent at the Customer's premises. Premise Labor Charges apply during regularly scheduled work hours (8 AM to 5 PM Monday through Friday). The minimum Premise Labor Charge is one-quarter (1/4) hour.

6.2.1.B. Premise Visit Charge - Applies to each trip to the Customer's premise for work performed or trouble identified on the Customer's side of the demarcation point. The Premise Visit Charge is waived if trouble is found to be in the Company's equipment (i.e. on the Company's side of the demarcation point).

6.2.1.C. Primary Interexchange Carrier Change Charge (PIC Change Charge) Applies each time an end user changes primary interexchange carriers. This charge is designed to cover costs incurred to change primary interexchange carriers in the billing systems and switching systems.

6.2.2 Rates

		<u>Non-Recurring Charges</u>	
		<u>Residence</u>	<u>Business</u>
6.2.2.A.	Premise Labor Charges (per 1/4 hr)	\$27.75	\$29.00
6.2.2.B.	Premise Visit Charge (per visit)	\$27.75	\$29.00
6.2.2.C	PIC Change Charge	N/A	N/A

Issued:

Issued By:

Ken Baritz, President
 Now Acquisition Corporation
 6590 West Rogers Circle, Suite 6A
 Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

6. RATES AND CHARGES (continued)**6.3. Custom Calling Services**

Custom Calling Services are optional service arrangements of central office features furnished to individual line Customers. The following custom calling features are available within the exchange area of all exchanges served by a central office where facilities and operating conditions permit. Customers may subscribe to one or more of the following features:

6.3.1. Features and Functions

- 6.3.1.A. Call Forwarding – Call Forwarding allows the Customer to have calls placed to their subscriber number automatically transferred to another number within the local calling area.
- 6.3.1.B. Call Waiting/Cancel Call Waiting - Call Waiting permits the Customer engaged in a call to receive a tone signal indicating a second call is waiting; and, by operation of the switchhook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switchhook. Cancel Call Waiting allows a Customer to disable Call Waiting for the duration of an outgoing call by dialing an activation code immediately prior to placing the call. Cancel Call Waiting is automatically deactivated when the Customer disconnects from the call.
- 6.3.1.C. Three-Way Calling - Permits the Customer to add a third party to an established connection on both outgoing and incoming calls.
- 6.3.1.D. Speed Calling - Permits the Customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than the complete telephone number. This feature is available as an eight-code list or thirty-code list.
- 6.3.1.E. Customized Ringing - Provides the Customer with separate telephone numbers on one line, each with its own distinct ring. The designated primary number will receive a normal ringing pattern - other numbers will receive distinctive ringing patterns.
- 6.3.1.F. Repeat Dialing - Permits the Customer to have calls automatically redialed when the first attempt reaches a busy number.
- 6.3.1.G. Call Screening - Allows the Customer to designate up to ten (10) telephone numbers from which incoming calls will be automatically completed to a prerecorded announcement indicating that calls are not being taken at this time.

Issued:
Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

6. RATES AND CHARGES (continued)**6.3. Custom Calling Services (continued)****6.3.1. Features and Functions (continued)**

- 6.3.1.H. Special Call Acceptance - Allows a Customer to select up to twelve telephone numbers from which calls are to be received. All other calls originating from the Customer's local exchange area are routed to an announcement informing the caller the Customer is not accepting calls. Calls from outside the Customer's exchange area will ring normally. Diverted callers will not be charged for intraLATA toll calls.
- 6.3.1.I. Call Blocking - Allows a Customer to block incoming calls from a maximum of twelve (12) numbers. Blocked calls are routed to a recorded announcement, which specifies that the called party is not accepting calls. Diverted callers will not be billed for intraLATA toll charges.
- 6.3.1.J. Call Return - Allows the Customer to return a call to the last incoming call whether answered or not.
- 6.3.1.K. Last Number Redial - Allows the Customer to automatically place a call to the last called number.
- 6.3.1.L. Caller ID - Automatically displays the phone number, name, date and time of the caller on a display unit (purchased separately) at the time the call is received, enabling the Customer to know who is calling before they pick up the phone. The Company will not be liable for any economic harm, personal injury, invasion of any right of privacy of any person, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by the Company's delivery or failure to deliver the telephone number of the calling party.
- 6.3.1.M. Voice Mail - Feature, which provides voice mail/answering machine, functions to answer incoming calls when Subscriber is unable to do so.

Issued:
Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

6. RATES AND CHARGES (continued)**6.3. Custom Calling Services (continued)****6.3.2. Rates**

The following non-recurring and monthly recurring charges apply to custom calling services.

6.3.2.A. Non-Recurring Charges

	<u>Residence</u>
New or Change, Per Line (waived if ordered at initiation of new service)	\$20.00

6.3.2.B. Recurring Charges

	<u>Residence</u>
Call Forwarding	\$5.00
Call Waiting	\$5.00
Three-Way Calling	\$5.00
Speed Calling	\$5.00
Customized Ringing	\$5.00
Repeat Dialing	\$5.00
Call Screening	\$5.00
Special Call Acceptance	\$5.00
Call Blocking	\$5.00
Call Return	\$5.00
Last Number Redial	\$5.00
Caller ID Deluxe	\$10.00
Touch-Tone	No charge
Voice Mail	\$10.00

6.4. Operator Services

Reserved.

Issued:
Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

6. RATES AND CHARGES (continued)**6.5. Directory Listings**

The Company provides for a single directory listing in the alphabetical (white) section of the telephone directory published by the dominant exchange service provider in the Customer's exchange area and the local directory assistance data base free of charge upon initiation of basic local exchange service. Non-published listings are not listed in the directory or in the Company's Directory Assistance Records. Changes and/or additions to directory listings may incur applicable Service Connection Charges.

	Monthly Charge
	<u>Residence</u>
Initial Listing - White Pages	No Charge
Additional Listing	\$1.05
Non-Published Listing	\$5.00

6.6. IntraLATA Toll Services

Through an interconnection agreement with BellSouth Telecommunications, Inc. (BellSouth"), The Company is a switchless reseller of BellSouth's local exchange telecommunications services. NAC's services are provided on a prepaid basis only. All 1+ long-distance traffic on NAC's system is blocked. The only way a subscriber may make a long-distance call is to dial a toll-free number, e.g., 1-800 or 1-888. A NAC subscriber may use any carrier's long-distance service, but they must dial a toll-free number in order to access the long-distance carrier's service.

The Company permits its subscribers to use any long-distance provider's prepaid long distance calling service on its system. A subscriber will dial the same amount or number of telephone numbers for any such prepaid long distance service.

Issued:
Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

6. RATES AND CHARGES (continued)**6.7. Intra and InterLATA Prepaid Long Distance**

Resold Long Distance Service consists of prepaid long distance calling, both on a card and card-less basis. The Customer pays the Company a desired amount for prepaid long distance calling. The Customer provides his home telephone number, or other number, and the Company programs that number and the amount of time paid for into its prepaid long distance switch.

The Customer is then given a toll free number to access his long distance account. If the Customer dials in from the pre-programmed number, the Company's switch automatically identifies the Customer, verifies whether a positive account balance exists, and if so, allows the call to proceed. (If the Customer does not call from the pre-programmed number, he is asked to enter his account number.) Customers purchasing prepaid long distance calling cards must enter the card's PIN prior to placing the desired call. The Customer is informed of the monetary balance in this account and is asked to enter the number desired. The switch determines how long the Customer may talk and informs the Customer of that time. The Call is then connected.

The Customer is given an automated oral warning at 5 minutes, 1 minute and 15 seconds of a depleted account balance. The Customer must then purchase additional time from the Company. The switch voice can be in English or Spanish, as the Customer desires.

The Customer's account balance is depleted only when used by the Customer; the time never expires.

The rate per minute includes all taxes and surcharges.

Rate per minute: \$0.10.

Issued:**Issued By:**

Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

6. RATES AND CHARGES (continued)**6.7. Intra and interLATA Prepaid Long Distance (continued)****Monthly Long Distance Programs**

Non-recurring charge: \$9.99 (one-time fee only; Customers may switch plans without penalty.)

Bronze Flat Rate Program

This monthly fixed rate program (\$9.99) provides the registered telephone number with the following: 100 minutes of domestic US LD calling minutes (for an effective rate of 9.9¢ per minute for LD), a free calling card and a free 800 number if requested. The 800-number minutes along with calling card minutes can be applied against the base line of minutes at a ratio of 1.5 minutes per minute used. Additional rates for LD minutes beyond the limit will be rated at 12¢ per minute. 800 and calling card minutes will be rated at 14¢ per minute, international calls will be rated on a per country basis* and billed via credit card on a monthly basis.

Silver Flat Rate Program

This monthly fixed rate program (\$19.99) provides the registered telephone number with the following: 290 minutes of domestic US LD calling minutes (for an effective rate of 6.9¢ per minute for LD), a free calling card and a free 800 number if requested. The 800-number minutes along with Calling Card minutes can be applied against the base line of minutes at a ratio of 2 minutes per minute used. Additional rates for LD minutes beyond the limit will be rated at 10¢ per minute. 800 and calling card minutes will be rated at 12¢ per minute, international calls will be rated on a per country basis* and billed via credit card on a monthly basis.

Gold Flat Rate Program

This monthly fixed rate program (\$29.99) provides the registered telephone number with the following: 615 minutes of domestic US LD calling minutes, a free calling card and a free 800 number if requested. The 800-number minutes along with calling card minutes can be applied against the base line of minutes at a ratio of 2.4 minutes per minute used. Additional rates for LD minutes beyond the limit will be rated at 10¢ per minute. 800 and calling card minutes will be rated at 12¢ per minute, international calls will be rated on a per country basis* and billed separately via credit card on a monthly basis.

Platinum Flat Rate Program

This monthly fixed rate program (\$49.99) provides the registered telephone number with the following: 1285 minutes of domestic US LD calling minutes, a free calling card and a free 800 number if requested. The 800-number minutes along with calling card minutes can be applied against the base line of minutes at a ratio of 3 minutes per minute used. Additional rates for LD minutes beyond the limit will be rated at 10¢ per minute. 800 and calling card minutes will be rated at 12¢ per minute, international calls will be rated on a per country basis* and billed separately via credit card on a monthly basis.

Issued:

Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

6. RATES AND CHARGES (continued)**6.7. Intra and interLATA Prepaid Long Distance (continued)****Calling Card Service**

1-800 # access with a PIN number within North America will provide for call termination anywhere in the world. 10¢ – 14¢ rates apply (based upon the plan) plus any applicable FCC charges for all domestic calls, applicable international rates apply on a per country basis.

800 Service

Traditional inbound 800 services will be provided at a North America rate of 10¢ – 14¢ a minute based upon the plan. A free 800 number will be provided for all customers who request one.

NOTE:

- All domestic minutes (interstate and intrastate) are billed in full minute increments
- All domestic LD, 800 and calling card calls (interstate and intrastate) apply against the base line minutes
- All plans are billed for one month in advance; additional usage is billed the following month.
- All plans are billed for one month in advance; additional usage is billed the following month.

Issued:
Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

6. RATES AND CHARGES (continued)**6.8. Miscellaneous Services****6.8.1. 900/976 Call Blocking Service**

Calls to other telephone companies' caller-paid information services (e.g. 900, 976), etc. will be blocked by the Company's switch and will be offered at no charge in all exchanges where facilities and conditions permit. Customers will be charged to remove call blocking and to reinstall call blocking if so desired.

Non-Recurring Charge

Call Blocking (Per Line)	No Charge
Remove Call Blocking (Per Line)	\$12.00
Reinstall Call Blocking (Per Line)	\$12.00

6.8.2 Remote Call Forwarding

Remote Call Forwarding utilizes a telephone number and central office facilities to automatically forward all incoming calls, dialed to that telephone number, to another telephone number in the same exchange or in a different exchange. Applicable Service Connection Charges apply as set forth in Section 6.2. of this Tariff in addition to the charge per month.

Charge Per Month	\$16.00
------------------	---------

6.8.3. Call Tracing

Allows the Customer to dial a code to automatically request that the Company record a caller's originating telephone number and date and time of call as well as the date and time of the Customer-initiated trace. This information is stored by the Company and disclosed only to a law enforcement agency for investigation purposes.

Charge Per Trace	\$5.00
------------------	--------

6.8.4. Customized Number Service

Customized Number Service allows a Customer to order a specified telephone number rather than the next available number and is furnished subject to the availability of facilities. The Company shall not be liable to any Customer for direct, indirect or consequential damages caused by a failure of service, change of number or assignment of a requested number to another Customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Customized Number Service.

Charge Per Number	\$1.00
-------------------	--------

Issued:

Issued By:

Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

6. RATES AND CHARGES (continued)**6.8. Miscellaneous Services (continued)****6.8.5. Selective Class of Call Screening**

Selective Class of Call Screening enables a Customer, by means of Operator identification, to restrict outgoing toll calls from station users to only those calls, which are charged to the called telephone, a third number, or a calling card account and is available where facilities permit.

Monthly Rate Per Access Line	- Residential	\$2.00
	- Business	\$3.75

6.8.6. Billed Number Screening

Billed Number Screening is provided at the option of the Company. Billed Number Screening is a service which, through operator screening, prevents incoming collect and third number billed calls from being billed to the Customer. Operator screening of incoming collect and third number billed calls is limited to operator service providers that access a validation database and therefore, cannot be guaranteed.

Monthly Rate Per Access Line	- Residential	\$2.00
	- Business	\$3.75

6.8.7. Line Hunting

Line Hunting is available to business Customers and allows the Customer to specify a hunting sequence or hunting arrangement for call distribution of incoming calls.

Monthly Charge Per Line	\$9.00
-------------------------	--------

6.8.8. Toll Restriction

Provides a Customer with local dialing capabilities but blocks any Customer-dialed call that has a long distance charge associated with it. Toll restriction will not block calls to 911 emergency.

Monthly Charge Per Line	\$3.00
-------------------------	--------

Issued:
Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

LOCAL EXCHANGE SERVICES

7. PROMOTIONAL OFFERINGS

The Company may from time to time engage in special promotional service offerings designed to attract new Customers or to increase existing Customers' awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations.

Issued:

Issued By: Ken Baritz, President
Now Acquisition Corporation
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Effective:

EXHIBIT B

Agreement

(Submitted Under Seal)

[CONFIDENTIAL TREATMENT REQUESTED]

EXHIBIT C

Proposed Customer Notification

Dear Valued NOW Customer,

As you may be aware, NOW Communications, Inc. and its subsidiaries ("NOW") filed recently for Chapter 11 bankruptcy protection, and entered into an asset purchase agreement to sell their assets to Now Acquisition Corporation ("NAC"), a wholly owned subsidiary of BiznessOnline.com, Inc. ("BOI"). The U.S. Bankruptcy Court recently approved that agreement. As a result of that agreement, and upon securing the necessary approvals, which we expect to receive by _____, the services that have been provided to you by NOW will be billed and serviced by NAC.

As we move through this process, there are several assurances we want to make to you. First, the transition of your service from NOW to NAC will be seamless and will not cause any impact upon the rates and terms of your services. Second, especially in today's marketplace, we want to assure you that we are committed to the tenet that we will operate at the highest ethical standards. Third, we can assure you that we, along with the hundreds of fine employees at BOI, are committed to providing you with the best in telecommunications quality and services. In fact, the senior executive team at BOI consists of several well known and well-respected telecommunications veterans (including senior personnel from Access One Communications, one of the first competitive local carriers in the southeastern United States), and we are therefore very familiar with what it takes to be successful in the marketplace. Access One was successfully acquired by Talk America in August 2000 for over \$200 million.

BOI is one of the Northeast's leading integrated communications providers, offering its customers a complete range of communications services, including Web Site design and hosting services, high-speed Internet access and local/long distance telecom services through its operating subsidiaries. Perhaps most importantly, BOI has the experience and resources to ensure that NAC meets your telecommunications needs. The majority investor in BOI is a financial services company that provides financing and advisory services to companies in the communications, information services, media and technology industry sectors. Since its inception, that company has originated an aggregate of over \$2 billion in investments in over 200 transactions and is an AAA-rated financial services company.

In short, BOI will continue to focus on building our existing infrastructure, while capitalizing on the strengths and resources of our newly acquired partners. What this means to you is that you can expect superior quality, service and support now and in the future.

Please be assured that your service will not be interrupted during this time of transition. In fact, BOI's senior executive team recently began managing the servicing of NOW customers on an interim basis until the transition occurs. NOW will remain responsible for addressing any complaints you have concerning your services in the interim. You have the right to switch your services to another carrier prior to _____. Thereafter, your service will be switched from NOW to NAC. Please note, you do not need to take any action to have your service switched to NAC, nor will you incur any carrier change charges as a result of the conversion of your service from NOW to NAC. Further, if you have a preferred carrier freeze in place, it will be lifted as part of the conversion. If you want a preferred carrier freeze on your line thereafter, you will have to request the establishment of a new freeze after the transition occurs.

NAC/BOI is a great and proud company of motivated, creative, highly skilled people. We take pride in our customer service and challenge you to find anyone better. We look forward to servicing your telecommunications needs of the future. If you have any questions regarding this information, please contact NAC/BOI at 888/389-1400.