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March 5, 1998

85-337-7X

VIA HAND DELIVERY

Mr. Walter D'Haeseleer
Director of Communications
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

Re: NOW Communications, Inc.

Dear Mr. D'Haeseleer:

Enclosed for filing are the original and six (6) copies of NOW Communications, Inc.'s Application Form for Authority to Provide Alternative Local Exchange Service Within the State of Florida, along with the \$250 filing fee.

Thank you for your assistance in this matter.

Sincerely,



Donna L. Canzano

DLC:plk
Enclosures

Check received with filing and
forwarded to Florida Public Service
Commission, Tallahassee, FL 32302
to RAR, Room 100, Tallahassee, FL 32302
Initials of person receiving check
W.S.

RECEIVED & FILED

FLORIDA BUREAU OF RECORDS

DOCUMENT NUMBER - DATE

02911 MAR -5 98

FLORIDA BUREAU OF RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION
CAPITAL CIRCLE OFFICE CENTER - 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

APPLICATION FORM
FOR
AUTHORITY TO PROVIDE ALTERNATIVE LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF FLORIDA

INSTRUCTIONS

1. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing alternative local exchange certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee.
2. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
3. Use a separate sheet for each answer which will not fit the allotted space.
4. If you have questions about completing the form, contact:

Florida Public Service Commission
Division of Communications, Certification & Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866
(904) 413-6600

5. Once complete, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250 made payable to the Florida Public Service Commission at the above address.
-

1. This is an application for (check one):
- Original authority (new company)
 - Approval of transfer (to another certificated company)
Example, a certificated company purchases an existing company and desires to retain the original certificate of authority.
 - Approval of assignment of existing certificate (to a non-certificated company)
Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.
 - Approval for transfer of control (to another certificated company)
Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of applicant:
 NOW Communications, Inc.

3. Name under which the applicant will do business:
 NOW Communications, Inc.

4. If applicable, please provide proof of fictitious name registration.
 Fictitious name registration number: _____
 Not applicable.

5. A. National and Florida mailing addresses including street name, number, post office box, city, state and zip code.
 National: P.O. Box 807
 Jackson, Mississippi 39205-0807

B. Florida physical address including street name, number, post office box, city and zip code.
 Florida: Office will be opened within 60 days after PSC approval

6. Structure of organization:
- Individual
 - Foreign Corporation
 - Corporation
 - Foreign Partnership

- () General Partnership () Limited Partnership
() Joint Venture () Other, explain _____

7. If applicant is an individual, partnership or joint venture, please give name, title and address of each legal entity.

Not applicable.

8. State whether any of the officers, directors, or any of the ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

No.

9. If incorporated, please provide proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: F98000000639

10. Please provide the name, title, address, telephone number, internet address and facsimile number for the person serving as ongoing liaison with the Commission, and if different, the liaison responsible for this application.

Ongoing liaison: Larry W. Seab, President and CEO
P.O. Box 807
Jackson, MS 39205-0807
(601) 949-7500 Phone
(888) 565-1011 Toll-Free Phone
(601) 969-7880 Fax
seab@netdoor.com E-Mail

Application liaison: Donna L. Canzano
Wiggins & Villacorta, P.A.
2145 Delta Boulevard
Suite 200
Post Office Drawer 1657
Tallahassee, Florida 32302
(850) 385-6007 Telephone
(850) 385-6008 Fax
wiggvill@nettally.com E-Mail

11. Please list other states in which the applicant is currently providing or has applied to provide local exchange or alternative local exchange service.

Approved: Alabama, Louisiana, Mississippi, Tennessee
Applied: Arkansas, Colorado, Georgia

12. Has the applicant been denied certification in any other state? If so, please list the state and reason for denial.

No.

13. Have penalties been imposed against the applicant in any other state? If so, please list the state and reason for penalty.

No.

14. Please indicate how a customer can file a service complaint with your company.

Customers can contact Customer Service by calling a toll-free number: 1-888-565-1011.

15. Please complete and file a price list in accordance with Commission Rule 25-24.825.

NOW's price list is attached as Exhibit 1.

16. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide alternative local exchange service in Florida.

A. Financial capability.

Attached as Exhibit 2.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

1. the balance sheet

Attached as Exhibit 2.

2. income statement

Attached as Exhibit 2.

3. statement of retained earnings.

The company has no retained earnings for the last three years.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.

3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

NOTE: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should attest that the financial statements are true and correct.

Attached as Exhibit 2.

B. Managerial capability.

Attached as Exhibit 3.

C. Technical capability.

(If you will be providing local intra-exchange switched telecommunications service, then state how you will provide access to 911 emergency service. If the nature of the emergency 911 service access and funding mechanism is not equivalent to that provided by the local exchange companies in the areas to be served, describe in detail the difference.)

Since the Company plans to resell ILEC services, access to 911 is provided by the ILEC.

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange service in the State of Florida. I have read the foregoing and declare that to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

Official:

Zanyw Koh
Signature

3/2/98
Date

Title:

PRESIDENT / CEO

601-949-7500
Telephone Number

Address:

P.O. Box 807
JACKSON MS 39205-0807

EXHIBIT 1

LOCAL EXCHANGE SERVICES

NOW COMMUNICATIONS, INC.

Rates, Rules and Regulations for furnishing of Services within FLORIDA.

FLORIDA PUBLIC SERVICE COMMISSION

PRICE LIST No. 1

This PRICE LIST contains the descriptions, regulations and rates applicable for the furnishing of Local Exchange telecommunications services provided by NOW Communications, Inc. ("NOW") within the State of FLORIDA. This PRICE LIST is on file with the FLORIDA PUBLIC SERVICE COMMISSION.

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 PRICE LIST that are in effect on the date thereof.

Page	Revision No.	Page	Revision No.
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	Deleted
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	50	Original
19	Original	51	Original
20	Original	52	Original
21	Original	53	Original
22	Original	54	Original
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30	Original		
31	Original		
32	Original		

LOCAL EXCHANGE SERVICES

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LOCAL EXCHANGE SERVICES

EXPLANATION OF SYMBOLS

When changes are made on any Price List page, a revised page will be issued canceling the Price List 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 Price List 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 Price List, 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.

LOCAL EXCHANGE SERVICES

A. APPLICATION OF PRICE LIST

1. This Price List applies to the furnishing of the Local Exchange Services defined herein by NOW Communications, Inc. (Hereinafter referred to as the "Company" or "NOW"). Local Exchange Services are furnished for the use of end-users in placing and receiving local telephone calls within the local calling areas.
2. The provision of local exchange telecommunications service is subject to regulations and terms and conditions specified in this Price List and may be revised, added to or supplemented by superseding issues.
3. NOW 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.
4. NOW 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.

B. SERVICE AREA

Local Exchange Service is provided in the Local Service Areas as defined by the BellSouth exchange service area maps on file with the FLORIDA Public Service Commission. Those exchange areas are: Archer, Baldwin, Belle Glade, Big Pine Key, Boca Raton, Boynton Beach, Bronson, Brooksville, Bunnell, Cantonment, Cedar Key, Century, Chiefland, Chipley, Cocoa, Cocoa Beach, Coral Springs, Cross City, Daytona Beach, DeBary, Deerfield Beach, DeLand, DeLeon Springs, Delray Beach, Dunnellon, East Orange, Eau Gallie, Fernandina Beach, Flagler Beach, Ft. Lauderdale, Ft. Pierce, Gainesville, Geneva, Graceville, Green Cove Springs, Gulf Breeze, Havana, Hawthorne, Hobe Sound, Holley-Navarre, Hollywood, Homestead, Islamorada, Jacksonville, Jacksonville Beach, Jay, Jensen Beach, Julington, Jupiter, Key Largo, Keystone Heights, Key west, Lake City, Lynn Haven, Marathon, Maxville, Melbourne, Miami, Micanopy, Middleburg, Milton, Munson, Newberry, New Smyrna Beach, North Dade, North Key Largo, Oak Hill, Old Town, Orange Park, Orlando, Oviedo, Pace, Pahokee, Palatka, Palm Coast, Panama City, Panama City Beach, Pensacola, Perrine, Pierson, Pomona Park, Pompano Beach, Ponte Vedra Beach, Port St. Lucie, St. Augustine, St. Johns, Sanford, Sebastian, Stuart, Sugarloaf Key, Sunny Hills, Titusville, Trenton, Vernon, Vero Beach, Weekiwachee Springs, Welaka, West Palm Beach, Yankeetown, Youngstown-Fountain, and Yulee.

LOCAL EXCHANGE SERVICES

C. UNDERTAKING OF THE COMPANY

1. The Company undertakes to provide the services offered in this PRICE LIST on the Terms and Conditions and at the rates and charges specified.
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 PRICE LIST is subject to the continuing availability of all necessary facilities.
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

LOCAL EXCHANGE SERVICES

D. DEFINITIONS

Certain terms used generally throughout this Price List 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 service. 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.

LOCAL EXCHANGE SERVICES

D. DEFINITIONS (Continued)**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.

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.

LOCAL EXCHANGE SERVICES

D. DEFINITIONS (Continued)

Commission

The FLORIDA Public Service Commission.

Company

NOW Communications, Inc.

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 PRICE LISTs.

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 PRICE LIST.

LOCAL EXCHANGE SERVICES

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

LOCAL EXCHANGE SERVICES

D. DEFINITIONS (Continued)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.

LOCAL EXCHANGE SERVICES

D. DEFINITIONS (Continued)**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.

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 EXCHANGE SERVICES

D. DEFINITIONS (Continued)**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 service 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 than one, central office areas.

Local Exchange Company (LEC)

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

LOCAL EXCHANGE SERVICES

D. DEFINITIONS (Continued)**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.

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.

LOCAL EXCHANGE SERVICES

D. DEFINITIONS (Continued)**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.

LOCAL EXCHANGE SERVICES

D. DEFINITIONS (Continued)**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.

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 PRICE LIST.

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 Public Service Commission of the State of FLORIDA.

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS**1. Liability of the Company**

- .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, or 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 E.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, 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.
- .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.
- .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.
- .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.

LOCAL EXCHANGE SERVICES**E. TERMS AND CONDITIONS (Continued)****1. Liability of the Company (Continued)**

- .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.
- .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.
- .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.
- .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.
- .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.

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)**1. Liability of the Company (Continued)**

- .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 Price List.
- .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.
- .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.

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)**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 Price List involving:

- .1 Claims of third parties, including patrons of customers of customers, arising out of, resulting from, or related to use of the services.
- .2 Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the service.
- .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.
- .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.

LOCAL EXCHANGE SERVICES**E. TERMS AND CONDITIONS (Continued)****3. Installation, Testing and Maintenance**

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

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 Price List. 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 Price List 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 Price List 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.

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 Price List will apply.

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)**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 Price List, the responsibility of the Company shall be limited to the furnishing of services under this Price List and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

- .1 The through transmission of signals generated by customer-provided equipment or for the quality of, or defects in, such transmission; or
- .2 The reception of signals by customer-provided equipment; or
- .3 Network control signaling where such signaling is performed by customer-provided network control signaling equipment.

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.

6. Ownership of Facilities

Title to all facilities provided in accordance with this Price List 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.

LOCAL EXCHANGE SERVICES**E. TERMS AND CONDITIONS (Continued)****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 the acquiring the rights-of-way up to the point of entry to be 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.

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.

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.

LOCAL EXCHANGE SERVICES**E. TERMS AND CONDITIONS (Continued)****10. Assignment**

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

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 Price Lists.

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 partner or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)**12. Obligations of the Customer****.1 Customer Responsibilities**

The customer shall pay all applicable charges as set forth in this PRICE LIST.

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 E.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 E.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 E.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.

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)**12. Obligations of the Customer (Continued)****.1 Customer Responsibilities (Continued)**

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 and regulations and with 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.

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)**12. Obligations of the Customer** (Continued)**.2 Customer Equipment and Channels****.1 In General**

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

.2 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.

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.

.3 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 Price Lists of the other communications carrier which are applicable to such connections.

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)12. Obligations of the Customer (Continued).2 Customer Equipment and Channels (Continued).1 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 Price List 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.

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)**13. Payment for Service****.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 Price List 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.

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)**13. Payment for Service (Continued)****.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.

.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).

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)**13. Payment for Service (Continued)****.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 Minimum Service Term

Service is provided on the basis of a minimum period of at least two (2) months. For the purpose of computing charges in this Price List, 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 Price List prior to termination.

.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 - \$15.00

LOCAL EXCHANGE SERVICES**E. TERMS AND CONDITIONS (Continued)****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 PSC. Company may refuse service if advance payment, and a deposit, is not paid.

15. Discontinuance of Service

Upon non-payment of monthly service owing to the Company, the Company may discontinue or suspend service without incurring any liability in twenty-one (21) days.

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.

LOCAL EXCHANGE SERVICES**E. TERMS AND CONDITIONS (Continued)****16. Cancellation of Service**

- .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 Price List 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 Price List for the balance of the then current term.
- .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:

- .1 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
- .2 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
- .3 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 Price List; or
- .4 The customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)16. Cancellation of Service (Continued).2 The Company may discontinue service(s) without incurring any liability: (Continued)

- .6 The customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by:
 - .1 Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Price List; or
 - .2 using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - .3 Any other fraudulent means or devices.
- .7 Immediately upon written notice to the customer of any sum twenty-one (21) days past due;
- .8 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 Price List; or
- .9 Seven (7) days after sending the customer written notice of non-compliance with any provision of this PRICE LIST if the non-compliance 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.

LOCAL EXCHANGE SERVICES**E. TERMS AND CONDITIONS (Continued)****17. Application for Service**

Service is installed and provided upon acceptance by the Company of its standard service application 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.

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.

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.

LOCAL EXCHANGE SERVICES**E. TERMS AND CONDITIONS (Continued)****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 Price List by Company. An interruption period begins when the customer reports a service to be interrupted and releases 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 credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line in any twenty-four hour period.

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

.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

.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.

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)**21. Limitations on Credit Allowances**

- .1 No credit allowances will be made for:
 - .1 Interruptions due to the negligence of, or non-compliance with the provisions of this Price List by the customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
 - .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;
 - .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.
 - .4 Interruptions of service that occur or continue due to the customer's failure to authorize replacement of any element of special construction.
 - .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.
 - .6 Interruptions of service due to circumstances or causes beyond the control of Company.

22. Joint Use Arrangements

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

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**F. RATES AND CHARGES (Continued)****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:

.1 Features and Functions**.1 Call Forwarding**

.2 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.

.3 Three-Way Calling - Permits the customer to add a third party to an established connection on both outgoing and incoming calls.

.4 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.

.5 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 Repeat Dialing - Permits the customer to have calls automatically redialed when the first attempt reaches a busy number.

.7 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.

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)**3. Custom Calling Services** (Continued)**.1 Features and Functions** (Continued)

- .8 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 to intraLATA toll calls.
- .9 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.
- .10 Call Return - Allows the customer to return a call to the last incoming call whether answered or not.
- .11 Last Number Redial - Allows the customer to automatically place a call to the last called number.
- .12 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.

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)3. Custom Calling Services (Continued).2 Rates (Continued)

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

.1 Non-Recurring Charges

	<u>Non-Recurring Charge</u>
	<u>Residence</u>
New or Change, Per Line	\$12.00

.2 Recurring Charges

	<u>Recurring Charge</u>
	<u>Residence</u>
.1 Call Forwarding	\$5.00
.2 Call Waiting	\$5.00
.3 Three-Way Calling	\$5.00
.4 Speed Calling	\$5.00
.5 Customized Ringing	\$5.00
.6 Repeat Dialing	\$5.00
.7 Call Screening	\$5.00
.8 Special Call Acceptance	\$5.00
.9 Call Blocking	\$5.00
.10 Call Return	\$5.00
.11 Last Number Redial	\$5.00
.12 Caller ID Deluxe	\$10.00
.13 Touch-Tone	\$2.00

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)4. Operator Services.1 Directory Assistance

Customers may obtain directory assistance in determining telephone numbers for a charge by calling the Directory Assistance (D.A.) Operator. A credit will be given for calls to Directory Assistance when the customer experiences poor transmission or is cut off during the call.

D.A. Charge Per Call - \$0.25

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.

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

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)

6. IntraLATA Toll Services

NOTE: Tariff for Toll Services on File with the Commission.

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)

6. IntraLATA Toll Services (Continued)

NOTE: Tariff for Toll Services on file with the Commission.

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)7. Miscellaneous Services.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.

	<u>Non-Recurring Charge</u>
Call Blocking (Per Line)	No Charge
Remove Call Blocking (Per Line)	\$12.00
Reinstall Call Blocking (Per Line)	\$12.00

.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 F.2. of this Price List in addition to the charge per month.

Charge Per Month	\$16.00
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LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)**7. Miscellaneous Services (Continued)****.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

.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

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)7. Miscellaneous Services (Continued).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 - Res. \$2.00

.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 data base and therefore, cannot be guaranteed.

Monthly Rate Per Access Line - Res \$2.00

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)**7. Miscellaneous Services (Continued)****.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

.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 the following types of calls to 911 emergency. All prepaid customers' service will include toll restriction.

Monthly Charge Per Line Res \$2.00

LOCAL EXCHANGE SERVICES

G. 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 Price List offering. These offerings may be limited to certain dates, times and/or locations.

EXHIBIT 2

**PROFORMA FINANCIAL
STATEMENTS
for
NOW COMMUNICATIONS, INC.**

FLORIDA

FEBRUARY, 1998

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NOW Communications, Inc.

ASSUMPTIONS USED

ANTICIPATED REGULATORY APPROVAL BY		FLORIDA
ANTICIPATED OPENING DATE		06/01/98
STATEWIDE MARKET HOUSEHOLDS	NOTE 1	270,242
NOW COMMUNICATIONS MARKET HOUSEHOLDS	NOTE 2	5,400
LOCAL LOOP MONTHLY INCREASE		150
REVENUE		
MONTHLY REVENUE		\$23
OPTIONAL SERVICES REVENUE		\$5
CONNECTION REVENUE		\$50
LONG DISTANCE REVENUE		\$10
COST OF REVENUE		
LOCAL LOOP - MONTHLY		\$16
LOCAL LOOP - OPTIONAL SERVICES		\$4
LOCAL LOOP - CONNECTION CHARGE		\$26
LONG DISTANCE		\$5

INITIAL INVESTMENT REQUIRED:		FLORIDA
LOCAL EXCHANGE CARRIER SECURITY DEPOSITS		\$10,000
RENT AND UTILITY DEPOSITS		\$3,000
START - UP COST		\$24,500
MATERIALS AND SUPPLIES INVENTORY		\$2,500
DESK, CHAIRS, AND WORK TABLES		\$11,010
COMPUTER TERMINALS AND SOFTWARE		\$15,000
LEASEHOLD IMPROVEMENTS		\$3,000
START UP OPERATING COST: (FIRST THREE MONTHS)		\$15,000
SALARIES - MANAGEMENT		\$3,750
SALARIES - CUSTOMER SERVICE		\$4,500
SALARIES - INSTALLATION AND MAINTENANCE		\$3,750
SALARIES - GENERAL AND ADMINISTRATIVE		\$3,240
PAYROLL TAXES		\$15,000
ADVERTISING AND PRINTING		\$3,300
RENT, UTILITIES, AND TELEPHONE		\$3,800
HEALTH INSURANCE		\$600
PROPERTY INSURANCE		\$750
FORMS, SUPPLIES, STATIONERY, BUSINESS CARDS		\$3,000
TRAVEL AND VEHICLE EXPENSE		\$56,680
TOTAL START UP OPERATING COST		<u>\$56,680</u>
SECURITY SYSTEMS		\$1,000
SAFE		\$1,000
TELEPHONE SYSTEM		\$3,000
COPIER AND FAX MACHINE		\$7,000
LOCATION SIGNAGE		\$2,500
TOTAL INITIAL INVESTMENT		<u>\$150,000</u>

DEPRECIATION AND AMORTIZATION		1998
FIXED ASSETS AND DEFERRED CHARGES		FLORIDA
1998 START - UP COST		\$24,500
DESK, CHAIRS, AND WORK TABLES		\$11,010
COMPUTER TERMINALS AND SOFTWARE		\$15,000
LEASEHOLD IMPROVEMENTS		\$3,000
SECURITY SYSTEMS		\$1,000
SAFE		\$1,000
TELEPHONE SYSTEM		\$3,000
COPIER AND FAX MACHINE		\$7,000
LOCATION SIGNAGE		\$2,500
TOTAL FIXED ASSETS AND DEF CHARGES		<u>\$78,010</u>
DEPRECIATION AND AMORTIZATION @ 20%		<u>\$15,602</u>

NOTE 1: SOURCE: 1990 U. S. CENSUS

NOTE 2: BASED UPON NOW COMMUNICATIONS, INC. SERVING APPROXIMATELY 02% OF THE CUSTOMERS CURRENTLY WITHOUT TELEPHONE SERVICE OVER A PERIOD OF THREE YEARS.

I hereby attest that this financial statement is true and correct to the best of my knowledge.

Jayne Koh
President/CEO

I hereby attest that this financial statement is true and correct to the best of my knowledge.

Raymond A. ...
 President/CEO

NOW Communications, Inc.
BALANCE SHEET

FLORIDA	INCEPTION	1998	1999	2000	2001	2002
ASSETS						
CURRENT ASSETS						
CASH	\$75,000	\$30,505	\$131,752	\$518,903	\$1,135,263	\$1,702,057
LOCAL EXCHANGE CARRIER SECURITY DEPOSIT	\$0	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
RENT AND UTILITY DEPOSITS	\$0	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
MATERIALS AND SUPPLIES INVENTORY	\$0	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
TOTAL CURRENT ASSETS	<u>\$75,000</u>	<u>\$46,005</u>	<u>\$147,252</u>	<u>\$534,403</u>	<u>\$1,150,763</u>	<u>\$1,717,557</u>
DEFERRED CHARGES						
COST OF NUMBERS	\$0	\$0	\$0	\$0	\$0	\$0
START UP COST	\$0	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500
TOTAL DEFERRED CHARGES	<u>\$0</u>	<u>\$34,500</u>	<u>\$34,500</u>	<u>\$34,500</u>	<u>\$34,500</u>	<u>\$34,500</u>
FIXED ASSETS						
DESK, CHAIRS, AND WORK TABLES	\$0	\$11,010	\$11,010	\$11,010	\$11,010	\$11,010
COMPUTER TERMINALS AND SOFTWARE	\$0	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
LEASEHOLD IMPROVEMENTS	\$0	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
SECURITY SYSTEM	\$0	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
SAFE	\$0	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
TELEPHONE SYSTEM	\$0	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
COPIER AND FAX MACHINE	\$0	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
LOCATION SIGNAGE	\$0	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
LESS: DEPRECIATION AND AMORTIZATION	\$0	(\$6,500)	(\$22,102)	(\$37,704)	(\$53,306)	(\$68,908)
NET FIXED ASSETS AND DEFERRED CHARGES	<u>\$0</u>	<u>\$71,510</u>	<u>\$55,908</u>	<u>\$40,306</u>	<u>\$24,704</u>	<u>\$9,102</u>
TOTAL ASSETS	<u>\$75,000</u>	<u>\$117,515</u>	<u>\$203,160</u>	<u>\$574,709</u>	<u>\$1,175,467</u>	<u>\$1,726,659</u>
LIABILITIES AND STOCKHOLDERS EQUITY						
CURRENT LIABILITIES						
PAYROLL TAX PAYABLES	\$0	\$0	\$0	\$0	\$0	\$0
OTHER ACCOUNTS PAYABLE	\$0	\$0	\$0	\$0	\$0	\$0
INCOME TAX PAYABLE	\$0	\$0	\$38,536	\$185,127	\$354,893	\$409,706
TOTAL CURRENT LIABILITIES	<u>\$0</u>	<u>\$0</u>	<u>\$38,536</u>	<u>\$185,127</u>	<u>\$354,893</u>	<u>\$409,706</u>
LONG TERM DEBT						
LONG TERM NOTE PAYABLE	\$0	\$71,076	\$58,490	\$44,586	\$20,226	\$12,258
STOCKHOLDER'S EQUITY						
CAPITAL STOCK	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
RETAINED EARNINGS	\$0	(\$28,561)	\$31,134	\$269,996	\$716,348	\$1,229,695
TOTAL STOCKHOLDER'S EQUITY	<u>\$75,000</u>	<u>\$46,439</u>	<u>\$106,134</u>	<u>\$344,996</u>	<u>\$791,348</u>	<u>\$1,304,695</u>
TOTAL STOCKHOLDERS EQUITY	<u>\$75,000</u>	<u>\$117,515</u>	<u>\$203,160</u>	<u>\$574,709</u>	<u>\$1,175,467</u>	<u>\$1,726,659</u>

NOW Communications, Inc.
STATEMENT OF INCOME

	AUGUST 1998	SEPTEMBER 1998	OCTOBER 1998	NOVEMBER 1998	DECEMBER 1998	TOTAL 1998
FLORIDA CUSTOMER COUNT	150	300	450	600	750	750
NUMBER OF EMPLOYEES	4	4	4	4	4	4
REVENUES						
MONTHLY FEE	\$2,475	\$7,425	\$12,375	\$17,325	\$22,275	\$61,875
OPTIONAL SERVICES	\$375	\$1,125	\$1,875	\$2,625	\$3,375	\$9,375
CONNECTION FEES	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$37,500
LONG DISTANCE	\$750	\$2,250	\$3,750	\$5,250	\$6,750	\$18,750
GROSS REVENUE	\$11,100	\$18,300	\$25,500	\$32,700	\$39,900	\$127,500
COST OF REVENUE						
LOCAL LOOP - MONTHLY	\$1,200	\$3,600	\$6,000	\$8,400	\$10,800	\$30,000
LOCAL LOOP - OPTIONAL SERVICES	\$300	\$900	\$1,500	\$2,100	\$2,700	\$7,500
LOCAL LOOP - CONNECTION CHARGE	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$27,000
LONG DISTANCE	\$375	\$1,125	\$1,875	\$2,625	\$3,375	\$9,375
TOTAL COST OF REVENUE	\$7,275	\$11,025	\$14,775	\$18,525	\$22,275	\$73,875
GROSS PROFIT	\$3,825	\$7,275	\$10,725	\$14,175	\$17,625	\$53,625
OPERATING EXPENSES						
DEPRECIATION AND AMORTIZATION	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$6,500
INTEREST EXPENSE	\$625	\$617	\$609	\$601	\$2,452	\$4,904
SALARIES - MANAGEMENT	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
SALARIES - CUSTOMER SERVICE	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$6,250
SALARIES - INSTALL & MAINT	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$7,500
SALARIES - GENERAL & ADMIN	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$6,250
PAYROLL TAXES	\$1,080	\$1,080	\$1,080	\$1,080	\$1,080	\$5,400
ADVERTISING AND PRINTING	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
RENT, UTILITIES, AND TELEPHONE	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$5,500
HEALTH INSURANCE	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$6,000
PROPERTY INSURANCE	\$200	\$200	\$200	\$200	\$200	\$1,000
FORMS, SUPP, STAT, BUS CARDS	\$250	\$250	\$250	\$250	\$250	\$1,250
TRAVEL AND VEHICLE EXPENSE	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000
TOTAL OPERATING EXPENSES	\$20,755	\$20,747	\$20,739	\$20,731	\$22,582	\$105,554
NET INCOME BEFORE INC TAX	(\$16,930)	(\$13,472)	(\$10,014)	(\$6,556)	(\$4,957)	(\$51,929)
INCOME TAX @ 45 %	(\$7,619)	(\$6,062)	(\$4,506)	(\$2,950)	(\$2,231)	(\$23,368)
NET INCOME	(\$9,311)	(\$7,410)	(\$5,508)	(\$3,606)	(\$2,726)	(\$28,561)

I hereby attest that this financial statement is true and correct
 to the best of my knowledge.
 President/CEO

NOW Communications, Inc.
STATEMENT OF INCOME

FLORIDA					
CUSTOMER COUNT	750	2,550	4,350	5,400	5,400
NUMBER OF EMPLOYEES	4	7	11	11	11
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	1998	1999	2000	2001	2002
REVENUES					
MONTHLY FEE	\$61,875	\$653,400	\$1,369,200	\$1,930,500	\$2,138,400
OPTIONAL SERVICES	\$9,375	\$99,000	\$207,000	\$292,500	\$324,000
CONNECTION FEES	\$37,500	\$90,000	\$90,000	\$52,500	\$0
LONG DISTANCE	\$18,750	\$198,000	\$414,000	\$585,000	\$648,000
GROSS REVENUE	\$127,500	\$1,040,400	\$2,077,200	\$2,860,500	\$3,110,400
COST OF REVENUE					
LOCAL LOOP - MONTHLY	\$30,000	\$316,800	\$662,400	\$936,000	\$1,036,800
LOCAL LOOP - OPTIONAL SERVICES	\$7,500	\$79,200	\$165,600	\$234,000	\$259,200
LOCAL LOOP - CONNECTION CHARGE	\$27,000	\$64,800	\$64,800	\$37,800	\$0
LONG DISTANCE	\$9,375	\$99,000	\$207,000	\$292,500	\$324,000
TOTAL COST OF REVENUE	\$73,875	\$559,800	\$1,099,800	\$1,500,300	\$1,620,000
GROSS PROFIT	\$53,625	\$480,600	\$977,400	\$1,360,200	\$1,490,400
OPERATING EXPENSES					
DEPRECIATION AND AMORTIZATION	\$6,500	\$15,602	\$15,602	\$15,602	\$15,602
INTEREST EXPENSE	\$4,904	\$6,542	\$5,224	\$3,768	\$2,160
SALARIES - MANAGEMENT	\$25,000	\$75,000	\$130,000	\$140,000	\$150,000
SALARIES - CUSTOMER SERVICE	\$6,250	\$30,000	\$45,000	\$45,000	\$45,000
SALARIES - INSTALL & MAINT	\$7,500	\$36,000	\$54,000	\$54,000	\$54,000
SALARIES - GENERAL & ADMIN	\$6,250	\$30,000	\$45,000	\$45,000	\$45,000
PAYROLL TAXES	\$5,400	\$20,520	\$32,880	\$32,880	\$32,880
ADVERTISING AND PRINTING	\$25,000	\$72,000	\$84,000	\$84,000	\$84,000
RENT, UTILITIES, AND TELEPHONE	\$5,500	\$26,400	\$39,600	\$39,600	\$39,600
HEALTH INSURANCE	\$8,000	\$25,200	\$39,600	\$39,600	\$39,600
PROPERTY INSURANCE	\$1,000	\$4,800	\$7,200	\$7,200	\$7,200
FORMS, SUPP, STAT, BUS CARDS	\$1,250	\$6,000	\$9,000	\$6,000	\$6,000
TRAVEL AND VEHICLE EXPENSE	\$5,000	\$24,000	\$36,000	\$36,000	\$36,000
TOTAL OPERATING EXPENSES	\$105,554	\$372,084	\$543,106	\$548,650	\$557,042
NET INCOME BEFORE INC TAX	(\$51,929)	\$108,536	\$434,294	\$811,550	\$933,358
INCOME TAX @ 45 %	(\$23,368)	\$48,841	\$195,432	\$365,198	\$420,011
NET INCOME	(\$28,561)	\$59,695	\$238,862	\$446,352	\$513,347

I hereby attest that this financial statement is true and correct
to the best of my knowledge.

[Signature]
President/CEO

NOW Communications, Inc.
STATEMENT OF CASH FLOW
OPERATING COMPANIES

FLORIDA	AUGUST 1998	SEPTEMBER 1998	OCTOBER 1998	NOVEMBER 1998	DECEMBER 1998	TOTAL 1998
OPENING CASH BALANCE	\$75,000	\$48,479	\$41,400	\$36,215	\$32,924	\$75,000
CASH GENERATED						
LONG TERM NOTE PAYABLE	\$75,000	\$0	\$0	\$0	\$0	\$75,000
DEPRECIATION AND AMORTIZATION	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$6,500
INCOME TAX PAYABLE	\$0	\$0	\$0	\$0	\$0	\$0
NET INCOME	(\$9,311)	(\$7,410)	(\$5,508)	(\$3,606)	(\$2,726)	(\$28,561)
TOTAL CASH GENERATED	\$66,989	(\$6,110)	(\$4,208)	(\$2,306)	(\$1,426)	\$52,939
CASH USED						
START UP COST	\$34,500	\$0	\$0	\$0	\$0	\$34,500
LOCAL EXCHANGE CARRIER SECURITY DEPOSIT	\$10,000	\$0	\$0	\$0	\$0	\$10,000
RENT AND UTILITY DEPOSITS	\$3,000	\$0	\$0	\$0	\$0	\$3,000
MATERIALS AND SUPPLIES INVENTORY	\$2,500	\$0	\$0	\$0	\$0	\$2,500
DESK, CHAIRS, AND WORK TABLES	\$11,010	\$0	\$0	\$0	\$0	\$11,010
COMPUTER TERMINALS AND SOFTWARE	\$15,000	\$0	\$0	\$0	\$0	\$15,000
LEASEHOLD IMPROVEMENTS	\$3,000	\$0	\$0	\$0	\$0	\$3,000
SECURITY SYSTEM	\$1,000	\$0	\$0	\$0	\$0	\$1,000
SAFE	\$1,000	\$0	\$0	\$0	\$0	\$1,000
TELEPHONE SYSTEM	\$3,000	\$0	\$0	\$0	\$0	\$3,000
COPIER AND FAX MACHINE	\$7,000	\$0	\$0	\$0	\$0	\$7,000
LOCATION SIGNAGE	\$2,500	\$0	\$0	\$0	\$0	\$2,500
PRINCIPAL PAYMENT - LTD	0	\$969	\$977	\$985	\$993	\$3,924
TOTAL CASH USED	\$93,510	\$969	\$977	\$985	\$993	\$97,434
ENDING CASH BALANCE	\$48,479	\$41,400	\$36,215	\$32,924	\$30,505	\$30,505

I hereby attest that this financial statement is true and correct to the best of my knowledge.



President/CEO

NOW Communications, Inc.
STATEMENT OF CASH FLOW
OPERATING COMPANIES

FLORIDA	TOTAL 1998	TOTAL 1999	TOTAL 2000	TOTAL 2001	TOTAL 2002
OPENING CASH BALANCE	\$75,000	\$30,505	\$131,752	\$518,903	\$1,135,263
CASH GENERATED					
LONG TERM NOTE PAYABLE	\$75,000	\$0	\$0	\$0	\$0
DEPRECIATION AND AMORTIZATION	\$6,500	\$15,602	\$15,602	\$15,602	\$15,602
INCOME TAX PAYABLE	\$0	\$38,536	\$146,591	\$189,766	\$54,813
NET INCOME	(\$28,581)	\$59,695	\$238,862	\$446,352	\$513,347
TOTAL CASH GENERATED	\$52,939	\$113,833	\$401,055	\$631,720	\$583,762
CASH USED					
START UP COST	\$34,500	\$0	\$0	\$0	\$0
LOCAL EXCHANGE CARRIER SECURITY DEPOSIT	\$10,000	\$0	\$0	\$0	\$0
RENT AND UTILITY DEPOSITS	\$3,000	\$0	\$0	\$0	\$0
MATERIALS AND SUPPLIES INVENTORY	\$2,500	\$0	\$0	\$0	\$0
DESK, CHAIRS, AND WORK TABLES	\$11,010	\$0	\$0	\$0	\$0
COMPUTER TERMINALS AND SOFTWARE	\$15,000	\$0	\$0	\$0	\$0
LEASEHOLD IMPROVEMENTS	\$3,000	\$0	\$0	\$0	\$0
SECURITY SYSTEM	\$1,000	\$0	\$0	\$0	\$0
SAFE	\$1,000	\$0	\$0	\$0	\$0
TELEPHONE SYSTEM	\$3,000	\$0	\$0	\$0	\$0
COPIER AND FAX MACHINE	\$7,000	\$0	\$0	\$0	\$0
LOCATION SIGNAGE	\$2,500	\$0	\$0	\$0	\$0
PRINCIPAL PAYMENT - LTD	\$3,924	\$12,586	\$13,904	\$15,360	\$16,968
TOTAL CASH USED	\$97,434	\$12,586	\$13,904	\$15,360	\$16,968
ENDING CASH BALANCE	\$30,505	\$131,752	\$518,903	\$1,135,263	\$1,702,057

I hereby attest that this financial statement is true and correct to the best of my knowledge.

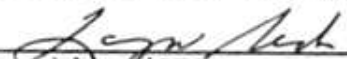


President/CEO

NOW Communications, Inc.
SCHEDULE OF USE OF \$150,000 CAPITAL

<u>INITIAL INVESTMENT REQUIRED:</u>	<u>FLORIDA</u>
LOCAL EXCHANGE CARRIER SECURITY DEPOSIT	\$10,000
RENT AND UTILITY DEPOSITS	\$3,000
WORKING CAPITAL	\$34,500
START UP COST	\$56,490
MATERIALS AND SUPPLIES INVENTORY	\$2,500
DESK, CHAIRS, AND WORK TABLES	\$11,010
COMPUTER TERMINALS AND SOFTWARE	\$15,000
LEASEHOLD IMPROVEMENTS	\$3,000
SECURITY SYSTEMS	\$1,000
SAFE	\$1,000
TELEPHONE SYSTEM	\$3,000
COPIER AND FAX MACHINE	\$7,000
LOCATION SIGNAGE	\$2,500
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TOTAL INITIAL INVESTMENT	\$150,000
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INVESTMENT PROVIDED BY OWNERS	\$75,000
INVESTMENT PROVIDED BY DEBT	\$75,000
	<hr/>
	\$150,000
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I hereby attest that this financial statement is true and correct to the best of my knowledge.



President/CEO

LONG TERM DEBT	\$75,000
LOAN TERM IN YEARS	5
INTEREST RATE	10.00%
MONTHLY PAYMENTS	\$1,594

1998	PRINCIPAL BALANCE	TOTAL PAYMENT	INTEREST PAYMENT	PRINCIPAL PAYMENT
AUGUST	\$75,000	\$0	\$0	\$0
SEPTEMBER	\$75,000	\$1,594	\$625	\$969
OCTOBER	\$74,031	\$1,594	\$617	\$977
NOVEMBER	\$73,054	\$1,594	\$609	\$985
DECEMBER	\$72,069	\$1,594	\$601	\$993
YEAR # 1	\$71,076	\$6,376	\$2,452	\$3,924

1999	PRINCIPAL BALANCE	TOTAL PAYMENT	INTEREST PAYMENT	PRINCIPAL PAYMENT
JANUARY	\$71,076	\$1,594	\$592	\$1,002
FEBRUARY	\$70,074	\$1,594	\$584	\$1,010
MARCH	\$69,064	\$1,594	\$576	\$1,018
APRIL	\$68,046	\$1,594	\$567	\$1,027
MAY	\$67,019	\$1,594	\$558	\$1,036
JUNE	\$65,983	\$1,594	\$550	\$1,044
JULY	\$64,939	\$1,594	\$541	\$1,053
AUGUST	\$63,886	\$1,594	\$532	\$1,062
SEPTEMBER	\$62,824	\$1,594	\$524	\$1,070
OCTOBER	\$61,754	\$1,594	\$515	\$1,079
NOVEMBER	\$60,675	\$1,594	\$506	\$1,088
DECEMBER	\$59,587	\$1,594	\$497	\$1,097
YEAR # 2	\$58,490	\$19,128	\$6,542	\$12,586

2000	PRINCIPAL BALANCE	TOTAL PAYMENT	INTEREST PAYMENT	PRINCIPAL PAYMENT
JANUARY	\$58,490	\$1,594	\$487	\$1,107
FEBRUARY	\$57,383	\$1,594	\$478	\$1,116
MARCH	\$56,267	\$1,594	\$469	\$1,125
APRIL	\$55,142	\$1,594	\$460	\$1,134
MAY	\$54,008	\$1,594	\$450	\$1,144
JUNE	\$52,864	\$1,594	\$441	\$1,153
JULY	\$51,711	\$1,594	\$431	\$1,163
AUGUST	\$50,548	\$1,594	\$421	\$1,173
SEPTEMBER	\$49,375	\$1,594	\$411	\$1,183
OCTOBER	\$48,192	\$1,594	\$402	\$1,192
NOVEMBER	\$47,000	\$1,594	\$392	\$1,202
DECEMBER	\$45,798	\$1,594	\$382	\$1,212
YEAR # 3	\$44,586	\$19,128	\$5,224	\$13,904

I hereby attest that this financial statement is true and correct
to the best of my knowledge.


President/CEO

LONG TERM DEBT	\$75,000
LOAN TERM IN YEARS	5
INTEREST RATE	10.00%
MONTHLY PAYMENTS	\$1,594

2001	PRINCIPAL BALANCE	TOTAL PAYMENT	INTEREST PAYMENT	PRINCIPAL PAYMENT
JANUARY	\$44,586	\$1,594	\$372	\$1,222
FEBRUARY	\$43,364	\$1,594	\$361	\$1,233
MARCH	\$42,131	\$1,594	\$351	\$1,243
APRIL	\$40,888	\$1,594	\$341	\$1,253
MAY	\$39,635	\$1,594	\$330	\$1,264
JUNE	\$38,371	\$1,594	\$320	\$1,274
JULY	\$37,097	\$1,594	\$309	\$1,285
AUGUST	\$35,812	\$1,594	\$298	\$1,296
SEPTEMBER	\$34,516	\$1,594	\$288	\$1,306
OCTOBER	\$33,210	\$1,594	\$277	\$1,317
NOVEMBER	\$31,893	\$1,594	\$266	\$1,328
DECEMBER	\$30,565	\$1,594	\$255	\$1,339
YEAR # 4	\$29,226	\$19,128	\$3,768	\$15,360

2002	PRINCIPAL BALANCE	TOTAL PAYMENT	INTEREST PAYMENT	PRINCIPAL PAYMENT
JANUARY	\$29,226	\$1,594	\$244	\$1,350
FEBRUARY	\$27,876	\$1,594	\$232	\$1,362
MARCH	\$26,514	\$1,594	\$221	\$1,373
APRIL	\$25,141	\$1,594	\$210	\$1,384
MAY	\$23,757	\$1,594	\$198	\$1,396
JUNE	\$22,361	\$1,594	\$186	\$1,408
JULY	\$20,953	\$1,594	\$175	\$1,419
AUGUST	\$19,534	\$1,594	\$163	\$1,431
SEPTEMBER	\$18,103	\$1,594	\$151	\$1,443
OCTOBER	\$16,660	\$1,594	\$139	\$1,455
NOVEMBER	\$15,205	\$1,594	\$127	\$1,467
DECEMBER	\$13,738	\$1,594	\$114	\$1,480
YEAR # 5	\$12,258	\$19,128	\$2,160	\$16,968

2003	PRINCIPAL BALANCE	TOTAL PAYMENT	INTEREST PAYMENT	PRINCIPAL PAYMENT
JANUARY	\$12,258	\$1,594	\$102	\$1,492
FEBRUARY	\$10,766	\$1,594	\$90	\$1,504
MARCH	\$9,262	\$1,594	\$77	\$1,517
APRIL	\$7,745	\$1,594	\$65	\$1,529
MAY	\$6,216	\$1,594	\$52	\$1,542
JUNE	\$4,674	\$1,594	\$39	\$1,555
JULY	\$3,119	\$1,594	\$26	\$1,568
AUGUST	\$1,551	\$1,594	\$43	\$1,551
YEAR # 6	\$12,258	\$12,752	\$494	\$12,258

I hereby attest that this financial statement is true and correct to the best of my knowledge.


President/CEO



NOW Communications, Inc.

Financial Statements December, 1997

NOW Communications, Inc.
P. O. Box 807
Jackson, MS 39205-0807

Telephone 601.969.5000
Fax 601.969.1042

Now Communications, Inc.
Balance Sheet
 As of December 31, 1997

Dec 31, '97

ASSETS

Current Assets

Checking/Savings

1100 - Bank

1110 - Cash - Union Planters	-733 61
1116 - Bancorp South	1,306 33
1118 - Cash - Deposit Guaranty	2,336 04
1117 - Cash - Trustmark General	52,071 90
1118 - Cash - Bank Plus	2,163 76
1119 - Cash - Bank of Forest	65 87
1120 - Working Funds	550 00
1121 - Cash - Smith Co. Bank	952 00
1122 - Cash - Peoples Bank	21 59
1123 - Cash - Bank of Morton	440 55
1124 - Cash - Citizens State Bank	287 39
1125 - Cash - Agents - Trustmark	2,273 33
1128 - Cash - 1st National Bank	5,802 87
1128 - Cash - Merch & Planters Bank	2,128 48
1129 - Cash - Regions Bank	5,550 97
1130 - Cash - MS Southern Bank	156 98
1132 - Bank of Anguilla	5,514 05
1133 - Trustmark - Payroll	137 11

Total 1100 - Bank 80,914 66

Total Checking/Savings 80,914 66

Accounts Receivable

1200 - Accounts Receivable 41,907 94

Total Accounts Receivable 41,907 94

Other Current Assets

1290 - Employee Advance 2,639 95

1300 - Inventory

1310 - Cellular Phone Inventory	13,107 31
1320 - Beeper Inventory	12,094 67
1330 - Accessory Inventory	7,473 45
1380 - Debit Card Inventory	1,303 75

Total 1300 - Inventory 33,979 18

1380 - Security Deposits 41,141 60

Total Other Current Assets 77,760 73

Total Current Assets 200,583 33

Fixed Assets

1400 - Fixed Assets

1406 - Trademarks	995 00
1410 - Desk, Chairs & Worktables	46,818 32
1420 - Computer Terminals & Software	43,694 60
1426 - Switch	131,851 00
1430 - Leasehold Improvements	10,762 36
1460 - Telephone Systems	28,036 08
1470 - Copier And Fax Machine	1,191 17
1480 - Location Signage	6,449 83

Total 1400 - Fixed Assets 269,798 36

Total Fixed Assets 269,798 36

Other Assets

1500 - Deferred Charges

1510 - Cost of Cellular Numbers	3,200 00
1520 - Start Up Cost	557,927 59
1526 - Deferred Loan Cost	1,500 00
1531 - Org. Cost - MS	4,971 12
1532 - Org. Cost - LA	410 00
1533 - Org. Cost - AL	5,908 53
1534 - Org. Cost - GA	4,861 50

I hereby attest that this financial information is true and correct to the best of my knowledge.

J. Lynn Hill
President

Now Communications, Inc.
Balance Sheet
 As of December 31, 1997

	Dec 31, '97
1836 · Org. Cost - TN	977.08
1836 · Org. Cost - TX	1,348.08
1837 · Org. Cost - AK	410.00
1838 · Org. Cost - CO	2,636.28
Total 1800 · Deferred Charges	584,150.18
Total Other Assets	584,150.18
TOTAL ASSETS	1,064,631.87
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2001 · Note Payable - Bank of MS	17,681.90
2010 · Note Payable- Merch Bank #1	9,662.43
2012 · Note Payable - Express Busine	100,000.00
2100 · Payroll Tax Liabilities	
2110 · Federal P/R Tax Liability	25,151.21
2120 · State P/R Tax Liability	5,176.72
2130 · FUTA Tax Payable	7,123.19
2140 · SUTA Tax Payable	2,930.86
2100 · Payroll Tax Liabilities - Other	143.01
Total 2100 · Payroll Tax Liabilities	40,524.99
2200 · Sales Tax Payable	-6,366.57
2210 · Excise Tax Payable	-61.06
2400 · Other Accounts Payable	
2401 · Garnishments payable	258.00
2400 · Other Accounts Payable - Other	205,933.28
Total 2400 · Other Accounts Payable	206,191.28
Total Other Current Liabilities	367,612.97
Total Current Liabilities	367,612.97
Long Term Liabilities	
2020 · LTD- Switch Note	84,250.07
Total Long Term Liabilities	84,250.07
Total Liabilities	451,863.04
Equity	
3800 · Common Stock	10,000.00
3850 · Additional Paid in Capital	551,382.00
3900 · Retained Earnings	884.58
Net Income	40,402.25
Total Equity	602,668.83
TOTAL LIABILITIES & EQUITY	1,064,631.87

I hereby attest that this financial information is true and correct to the best of my knowledge.

Jerry Mark
 President

POST OFFICE DRAWER 1657
TALLAHASSEE, FLORIDA 32302

WIGGINS & VILLACORTA, P.A.
ATTORNEYS AT LAW
2145 DELTA BOULEVARD, SUITE 200
TALLAHASSEE, FLORIDA 32303

TELEPHONE (850) 385-6007
FACSIMILE (850) 385-6008
INTERNET: wiggvill@netally.com

March 5, 1998

Mr. Pete Lester
Division of Auditing and Finance
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: NOW Communications, Inc.

Dear Mr. Lester:

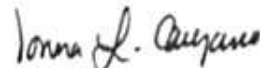
In support of NOW Communications, Inc.'s application for authority to provide alternative local exchange telecommunications services, I am authorized to represent that:

1. NOW has, and reasonably believes it will continue to have, sufficient financial capability to provide alternative local exchange telecommunications services throughout the State of Florida.
2. NOW has, and reasonably believes it will continue to have, sufficient financial capability to maintain its proposed local exchange telecommunications services throughout the State of Florida.
3. NOW has, and reasonably believes it will continue to have, sufficient financial capability to meet applicable lease or ownership obligations.

The above good-faith representations are based on several grounds. First, as a reseller of telecommunication services the capital needs of the Company is light when compared to facilities-based providers. The Company has been granted local authority in Alabama, Louisiana, Mississippi, and Tennessee and has applications pending in several other states as well. NOW believes that because they have been successful in these states, they will continue grow and apply for certification in other states. Attached is a Letter of Credit from the Merchants Bank to help support NOW's financial capability.

Please let me know if you have any questions.

Sincerely,



Donna L. Canzano

DLC:plk



Merchants Bank
Member FDIC

1501 Lakeland Drive
Suite 300
Jackson, Mississippi 39216
Phone 601-984-3501

February 2, 1998

NOW COMMUNICATIONS, INC.
713 Country Place
Jackson, MS 39208

Gentlemen:

Merchants Bank is pleased to extend to you its commitment of a \$200,000.00 Line of Credit subject to the following terms and conditions:

BORROWER: NOW COMMUNICATIONS, INC.

AMOUNT: Two Hundred Thousand Dollars (\$200,000.00)

FEE: Origination Fee of Five Hundred Dollars (\$500.00)

COLLATERAL: Blanket lien on all furniture, fixtures & equipment.

GUARANTOR: Larry W. Seab, Charles W. McGuffee and James E. Miller

INTEREST RATE: Consensus New York Prime rate plus Two (2.0%) Percent (based on outstanding balances)

ADVANCES: Advances will be made upon written request in amounts determined by the Borrower. Principal may be paid and reborrowed during the term of this Line of Credit, but in no event will the total outstanding balance exceed \$200,000.00.

PAYMENTS: Accrued interest will be due and payable on a quarterly basis and principal reductions may be made any time during the term of this Line of Credit.

TERM: This Line of Credit commitment will expire on February 2, 1999, and any unpaid principal and accrued interest shall be due and payable in full.

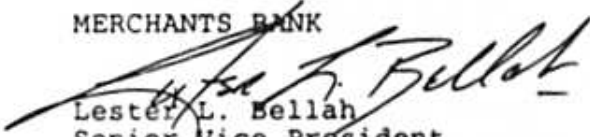
Page two
NOW COMMUNICATIONS, INC.
February 2, 1998

It is understood that, during the term of this Line of Credit, the bank will be furnished information or documents that the bank deems necessary or expedient for its protection.

In the event a material change has occurred in your financial condition or credit worthiness, the bank reserves the right to terminate this Line without prior notice. Determination of a change in the above is at the sole discretion of the bank.

Sincerely,

MERCHANTS BANK



Lester L. Bellah
Senior Vice President

LLB:sc

EXHIBIT 3

THE MANAGEMENT

The officers and directors of NOW Communications, Inc. are Larry W. Seab, President; Dennis McCahill, Vice President; Perry D. Gotcher, Vice President for Technical Administration; James R. Downs, Vice President for Financial and Strategic Planning; James E. Miller, Vice President for Business Development; and Charles W. McGuffee, Secretary/Treasurer. All of these individuals have previously worked together in most phases of the telephone industry. Apart from their administrative duties, this management team will be directly involved in the formulation and management of the daily operations of NOW Communications, Inc. They bring a wealth of knowledge and experience to the company and are extremely excited about the future of prepaid communications.

Larry Seab has been associated with the telecommunications industry since 1971. He received his degree in accounting from Northeast Louisiana State University in Monroe, Louisiana. In his early career, he was a CPA with a firm that represented independent telephone companies. He pioneered the long distance resale business by establishing and being president of one of the first resellers in Louisiana. He has also worked as a consultant to independent telephone companies in several states and has operated several business ventures outside the telecommunications industry. He and his wife, Dotti, live in Jackson, Mississippi.

Dennis McCahill resides in Corinth, Mississippi with his wife, Carolyn, and their five children. He is a graduate of Mississippi State University and has a sales background. Before entering the telecommunications arena twelve years ago, Dennis was a real estate developer, contractor and salesman. He has built two cellular systems and operated both as general manager. During this period, he was employed by Telephone Electronics Corporation as their manager in charge of wireless communications. Presently, he sells wireless communications equipment and systems.

Charlie McGuffee has a background in banking and finance. After graduating from Delta State University in 1967, he was employed by the United States Treasury Department as a National Bank Examiner for the Comptroller of the Currency. After nine years of service with the Treasury, he entered commercial banking and was a vice president with three large banks in Mississippi and

Alabama over the next ten years. During that period, he received a graduate degree from the Graduate School of Banking of Louisiana State University. In 1984, he became affiliated with a local telephone holding company and worked as their financial officer and financial advisor until 1994, when he became a financial consultant. Charlie and his wife, Faye, live in Clinton, Mississippi.

Perry Gotcher and his wife, Barbara, live in The Woodlands, Texas, adjacent to Houston. After attending Texas A&M, Perry became employed by Southwestern Bell, and later, AT&T. He has gained substantial technical experience in central office (CO) equipment, private branch exchange (PBX) and microwave system installation, maintenance and operations. Experience in the management of telecommunication systems prepared him to be national accounts manager in the AT&T system with special emphasis in Residential Multi-Tenant Services (RMTS). Perry was a co-founder and president of the leading shared tenant services (STS) provider in the country. His vast experience in business development, strategic planning and technical systems provides this management team with a decisive edge over the competition.

Jim Downs was the Vice President of Finance, Chief Financial Officer, Secretary and Treasurer of ConferTech International, Inc. from 1990 to 1996. Prior to joining ConferTech, Mr. Downs held a variety of senior management positions within the U S West, Inc. group of companies. From 1988 to 1990, Mr. Downs served as Chief Financial Officer and Vice President of Finance and Administration for U S West Knowledge Engineering, Inc. In addition, from 1986 to 1990, Mr. Downs served as Vice President and Controller of Western Range Insurance Company, a U S West, Inc. subsidiary that insures the U S West group of companies. From 1983 to 1988, Mr. Downs also served as Director of Financial Results for the U S West, Inc. headquarters company. Mr. Downs is a Certified Public Accountant.

Jim Miller resides in Atlanta, Georgia with his wife, Susan, and family. He is a graduate of Robert Morris and Salem Colleges and did graduate studies at Stetson University. Before entering the telecommunications arena, Jim was an officer with an insurance company responsible for sales and marketing of employee benefits.

POST OFFICE DRAWER 1657
TALLAHASSEE, FLORIDA 32302

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ATTORNEYS AT LAW
2145 DELTA BOULEVARD, SUITE 200
TALLAHASSEE, FLORIDA 32303

TELEPHONE (850) 385-6007
FACSIMILE (850) 385-6008
INTERNET: wiggvill@netally.com

DEPOSIT

DATE

D722

MAR 06 1998

March 5, 1998

132331-

VIA HAND DELIVERY

Mr. Walter D'Haeseleer
Director of Communications
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

Re: NOW Communications, Inc.

Dear Mr. D'Haeseleer:

Enclosed for filing are the original and six (6) copies of NOW Communications, Inc.'s Application Form for Authority to Provide Alternative Local Exchange Service Within the State of Florida, along with the \$250 filing fee.

Thank you for your assistance in this matter.

Sincerely,

Donna L. Canzano

DLC:plk
Enclosures

WIGGINS & VILLACORTA, P.A.
POST OFFICE DRAWER 1657
TALLAHASSEE, FL 32302
PHONE (904) 222-1534

EXPLANATION	AMOUNT

2431

PAY AMOUNT OF Two Hundred Fifty 3 no/100 DOLLARS

DATE	TO THE ORDER OF	CHECK NUMBER	REFERENCE	DESCRIPTION
3-4-98	FPSC	2431		NOW FILING FEE

CHECK AMOUNT \$ 250.00

POST OFFICE DRAWER 1657
TALLAHASSEE, FLORIDA 32302

WIGGINS & VILLAGORTA, P.A.
ATTORNEYS AT LAW
2145 DELTA BOULEVARD, SUITE 200
TALLAHASSEE, FLORIDA 32303

TELEPHONE (850) 385-6007
FACSIMILE (850) 385-6008
INTERNET: wiggvill@netally.com

DEPOSIT

DATE

D722

MAR 06 1998

March 5, 1998

130331-

VIA HAND DELIVERY

Mr. Walter D'Haeseleer
Director of Communications
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

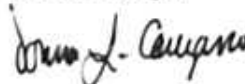
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Donna L. Canzano

DLC:plk
Enclosures

RECEIVED & FILED

FPC-BUREAU OF RECORDS

MAIL ROOM
98 MAR -5 PM 4: 39

RECEIVED
FPC-BUREAU OF RECORDS