

FILED³

MAY 15 2003

May 12, 2003

Mr. Dale Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission, Data Center
P.O. Box 360
Jefferson City, MO 65102

Missouri Public
Service Commission

Re: *In the matter of the Application for a Certificate of Public Convenience and Necessity in the State of Missouri for the Purpose of Providing Facilities-Bases Data High Speed Communications Technologies for Non-Basic, Non-Switched Local Exchange Services and Interexchange Services (IntraLATA and InterLATA Toll)*


Dear Mr. Roberts,

Enclosed for filing with the Commission is the original and 14 copies of the Application for a Certificate of Public Convenience and Necessity in the State of Missouri for the Purpose of Providing Facilities-Bases Data High Speed Communications Technologies for Non-Basic, Non-Switched Local Exchange Services and Interexchange Services (IntraLATA and InterLATA Toll) and a Motion for Protection Order in the above-referenced matter. Also enclosed an additional copy of each document, which I would ask that you return this copy marked "Filed" in the enclosed envelope. By copy of this letter, two copies of each document have been sent to the Office of Public Counsel. If you should have any questions, please do not hesitate to contact me.

Also enclosed in sealed envelopes are eight copies of Appendix 7 to the Application.

Thank you for bringing this matter to the attention of the Commission.

Sincerely,



Darryl Gill

DLG/bam
Enclosures

cc: Office of Public Counsel (w/enclosures)

NOW Intermedia, Inc.
625 N. Euclid Ave
Suite 300
St. Louis, MO 63108

**STATE OF MISSOURI
BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION**

In the Matter of the Applicant of)
)
NOW Intermedia, Incorporated)
)
For a Certificate of Public Convenience)
And Necessity in the State of Missouri)
For the Purpose of Providing Facilities-)
Based Data High Speed Communications)
Technologies for Non-Basic, Non-Switched)
Local Exchange Services and Interexchange)
Services. (Intralata and Interlata Toll))

Case No. _____

FILED³

MAY 15 2003

**Missouri Public
Service Commission**

**APPLICATION OF
NOW INTERMEDIA, INCORPORATED
FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

Pursuant to the guidelines found in Senate Bill 507, Missouri Title XXV, Chapter 392 of the Missouri Revised Statutes, Rules of Department of Economic Development 4 CSR 240-2.040, 4 CSR 2.060 and 4 CSR 240-2.080, the Public Service Commission and its decisions authorizing local competition in the State of Missouri, NOW Intermedia, Incorporated hereby requests authority to provide non-basic, non-switched, local facilities-based, competitive telecommunications company and to provide interexchange (intraLATA and interLATA toll) digital communication services to customers in the State of Missouri. This Application is submitted by NOW Intermedia, Incorporated in order to be classified as a facilities-based Competitive Local Exchange Carrier ("CLEC") and as an Interexchange Carrier ("IXC") specializing in digital communication services **[4 CSR 240-2.060(1)(E)]**:

NOW Intermedia, Incorporated requests authority to operate as a facilities-based CLEC specializing in digital communication services in territories currently served by Southwestern Bell Telephone Company (SWBT) and as an IXC Carrier in the State of Missouri. NOW Intermedia, Incorporated specifically requests facilities-based authority. In support of its Application, NOW Intermedia, Incorporated submits the following filing requirements:

1. (a) Legal name under which Applicant will conduct business in Missouri **[4 CSR 240-2.060(1)(A)]**:

NOW INTERMEDIA, INCORPORATED

Applicant received Certificate of Authority from the State of Missouri December 31, 2002. Please see **Appendix "1" Certificate of Authority** issued by Missouri Secretary of State.

-
- (b) Address of principal office **[4 CSR 240-2.060(1)(A)]**:

625 N. Euclid Ave Suite 300,
St. Louis, Missouri 63108

-
-
- (c) Address of registered office in Missouri:

625 N. Euclid Ave Suite 300
St. Louis, Missouri 63108

-
-
-
- (d) Telephone number of principal office:

V. (314) 367-8750
F. (314) 361-8505

-
-
-
-
- (e) Telephone number of registered office in Missouri:

V. (314) 367-8750
F. (314) 361-8505

-
-
-
-
-
- (f) Toll-Free 24 hour customer service telephone number

866-367-8750

-
-
-
-
-
-
- (g) Federal Tax Identification:

14-1857237

2. Name, address, and telephone number of authorized representative that Public Service Commission staff should contact for further information on this application [4 CSR 240-2.060(I)(C)]:

Correspondence or communications regarding this Application should be addressed as follows:

Michelle C. Clay, MO. Bar# 34347
6023 Waterman Avenue, Suite 1W
St. Louis, MO 63112
V. (314) 721-0091
F. (314) 721-0585

Darryl Gill, President
625 N. Euclid Ave. Suite 300
St. Louis, MO 63108
V. (314) 367-3447
F. (314) 361-8505

3. Applicant is represented by legal counsel:

Michelle C. Clay, Esq., MO Bar #34347

4. Applicant will be conducting business in the State of Missouri as

NOW INTERMEDIA, INCORPORATED

5. (a) Form of business:

Applicant is a Missouri C - corporation. Applicant was incorporated in the State of Missouri, December 31, 2002.

- (b) Articles of incorporation:

A copy of Applicant's Articles of Incorporation is attached as **Appendix "2"**
Articles of Incorporation.

- (c) Name, address, office address of each of the Three largest shareholders:

Darryl L. Gill, 625 N. Euclid Ave., Ste. 300, St. Louis, MO 63108
Madeline Long, 625 N. Euclid Ave., Ste. 300, St. Louis, MO 63108
Raseanda Hall, 625 N. Euclid Ave., Ste. 300, St. Louis, MO 63108

(d) Name, address, office address of each Director:

Darryl L. Gill, 625 N. Euclid Ave., Ste. 300, St. Louis, MO 63108
Madeline Long, 625 N. Euclid Ave., Ste. 300, St. Louis, MO 63108
Raseanda Hall, 625 N. Euclid Ave., Ste. 300, St. Louis, MO 63108

(e) Name, address, office address of each Officer:

Darryl L. Gill, 625 N. Euclid Ave., Ste. 300, St. Louis, MO 63108
David Fleming, 625 N. Euclid Ave., Ste. 300, St. Louis, MO 63108
Ed Pattin, 625 N. Euclid Ave., Ste. 300, St. Louis, MO 63108

Business experience of Officers is attached as **Appendix "3" Officer Profiles.**

6. Affiliates and Predecessors within Missouri:

Applicant has no affiliates doing business in Missouri or predecessors which have done business in Missouri.

7. Affiliates and Predecessors rendering public utility service outside Missouri:

Applicant has no affiliates rendering or predecessors which rendered public utility service outside Missouri.

8. Transactions with Affiliates:

Applicant has no affiliate(s) providing service to or receiving services from the Applicant.

9. Applicant's present operations:

Applicant is not presently doing business in Missouri as a public utility.

10. Applicant's proposed operations:

Applicant proposes to operate as a facilities-based data CLEC specializing in digital communication services.

11. (a) Proposed services [4 CSR 240-2.060(1)(B)]:

NOW Intermedia, Incorporated seeks entry as a facilities-based data CLEC and an IXC specializing in high-speed digital communications technologies for non-basic, non-switched, local exchange services and interexchange services

(intraLATA and interLATA toll) to customers throughout the State of Missouri. Applicant offers DS1, DS3, and xDSL services. Facilities-based authority is sought for the entire State for interexchange services and for SWBT service territories for non-basic, non-switched, local exchange services.

The short-term network plan is to deploy a fault tolerant, survivable backbone to counter downtime that any one CO or customer may encounter throughout NOW Intermedia, Incorporated service area.

xDSL are point-to-point non-basic, non-switched, local exchange technologies that allow multiple forms of data, voice, and video to be carried over standard twisted pair copper, or UNEs, on the local loop between the central office and consumer site. As 98% of all potential consumers, business and residential, have installed telephone lines, xDSL is the lower cost solution to traditional T1, Fractional T1, or ISDN lines that carry cost prohibitive installation fees. xDSL utilizes a higher frequency to ride over voice on standard twisted-pair copper. There is no interference. xDSL provides the consumer "always on" business bandwidth over standard twisted-pair copper.

(b) Missouri Deployment:

NOW Intermedia, Incorporated is in process of filing an interconnection agreement with SWBT before the Public Service Commission. These interconnection agreements will enable Applicant to offer DS1, DS3, and xDSL technology to customers. Applicant's rates will be based on the discount levels dictated by these interconnection agreements. The timetable for deployment will be based on Applicant's authorization by the Public Service Commission.

The authority that Applicant seeks will not involve the construction of facilities.

(c) Applicant's Personnel Strengths:

Applicant presents technical competence to provide non-basis, non-switched, local exchange telecommunication service in DS1, DS3, and xDSL as demonstrated in the attached Appendix **"3" Officer Profiles.**

(d) Service Agreement:

Terms and conditions to DS 1, DS3, and xDSL services selected by the customer are contained in an agreement. Customer's monthly fee is due and payable in advance of the first day of each month. There are no customer deposits. The amount of the first payment shall be the sum of the following amounts. (a) the monthly fee for the first month in which the first payment is due, (b) the fee for any preceding months of the term of this Agreement, and (c) the installation and equipment fee. If the first or last month of the term of this Agreement is a fractional month, the charge for such month shall be prorated accordingly (see Appendix **"4" NOW Intermedia Service Agreement.**)

(e) Switching Data Telecommunications Service Providers:

Applicant does not offer voice services but rather is a data provider. Applicant does not engage in slamming and shall not engage in switching end-users' data telecommunications providers without written authorization from end-user.

(Appendix "4" **NOW Intermedia Service Agreement**) is the written authorization form end-users would utilize in switching data telecommunications service providers.

(f) Service Disputes, Disconnection Procedures:

Applicant requires no customer deposits. Applicant does bill customer one month in advance of services rendered. Customers are provided written notice of impending disconnect 45 days past due (Appendix "5" **Past Due Collection Procedures**).

12. Service Area Map:

Please see Appendix "6" **Service Area Map**. Pursuant to this Application, NOW Intermedia, Incorporated has targeted markets in major and rural territories within the State of Missouri for deploying its digital DS1, DSW3, and xDSL technology. SWBT territories have first priority for the implementation of new services. Deployment into the territories of other telephone companies will follow in accordance with a scheduled time frame. In time, Applicant will build a

network that will connect each central office in the State of Missouri with prevalent IXC and Internet service providers ("ISP").

13. (a) Classes of customers Applicant intends to serve:

Businesses and residential

- (b) A detailed description of the communications network Applicant proposes to utilize in Missouri:

Applicant will build an intrastate ATM backbone in Missouri to service the last mile. The intrastate backbone, or sonet ring, will be interconnected to other state networks. Data switching is based on end points regardless of whether the points are intrastate or interstate. Applicant has found placing POPs in population densities of 40,000 or more to be most cost effective. Applicant shall maintain collocation facilities and shall lease dark fiber UNEs from RBOC SWBT. Applicant shall not own its own facilities. Applicant shall not own or operate any of its own lines.

- (c) Identify the types of services Applicant seeks authority to provide:

Data communication services.

- (d) List the technology that will be used to deliver the service:

DS1 (1.544 Mbs), DS3 (44.736 Mbs), and digital subscriber line technologies

14. Illustrative Tariff:

Please see Attachment "1" Regulations and Schedule of Charges for Local Exchange within the State of Missouri.

15. (a) Financial:

Applicant is a privately held Missouri C-corporation. In support of this application Applicant submit, separately and under seal, a copy of its most recent income statement, balance sheet (Appendix "7" Accountanting Reports) These appendices are offered to demonstrate Applicant's financial ability to provide proposed services. The corporation's fiscal year begins November 1 and ends October 31.

(b) Custodian for accounting records and supporting documentation:

Darryl Gill, President
625 N. Euclid Ave. Suite 300
St. Louis, MO 63108
V. (314) 367-3447
F. (314) 361-8505

(c) Accounting records and supporting documentation are maintained at:

Accounting Division
NOW Intermedia, Incorporated
625 N. Euclid Ave. Suite 300
St. Louis, MO 63108

- (d) As an alternative non-basic, non-switched, local exchange carrier specializing in data communications, Applicant is exempt from complying with the Federal Communications Commission's Uniform System of Accounts. NOW Intermedia, Incorporated maintains its books and records in accordance with GAAP. Applicant's position is that it would be burdensome and unnecessary to rework the maintenance of Applicant's books and records to comply with 4 **CSR 240-30.040**. Applicant respectfully requests waiver to the Federal Communications Commission's Uniform System of Accounts.

16. (a) Start Date:

The date of deployment to the service area shall be dependent upon approval by the Public Service Commission of this Application, associated tariff, and the Interconnection Agreements between NOW Intermedia, Incorporated and SWBT. Applicant shall lease pre-existing unbundled copper from SWBT as a facilities-based data CLEC. Applicant's DS1, DS3, and xDSL network will operate over the existing lines and infrastructure. This technology does not require that any additional lines be laid, but makes use of existing telecommunications hardware. Applicant shall not build any structures requiring municipal consent, franchise or permit.

(b) Applicant's business history

Applicant was incorporated in the State of Missouri, December 31, 2002, as NOW Intermedia, Incorporated. Applicant was organized as a C-corporation.

(c) Applicant's authority to conduct business in other jurisdictions:

Applicant has not sought authority to operate in other jurisdictions.

17. Further Developments:

NOW Intermedia, Incorporated is in the process of completing the deployment plan to serve over 50 central offices in SBCT' s region.

18. Federal Telecommunications Act of 1996:

Applicant offers DS1, DS3, and xDSL services---advanced telecommunications as specified under Section 706 of the Telecommunications Act of 1996. Under Section 706(c)(1) the term "advanced telecommunications capability" is defined, without regard to any transmission media or technology, as high-speed, switched, broadband telecommunications capability that enables users to originate and receive high-quality voice, data, graphics, and video telecommunications using any technology. Applicant provides data telecommunications utilizing DS1, DS3, and xDSL technology. Applicant seeks UNEs from the incumbent local exchange carriers as specified under Section 251.

19. Compliance:

No pending nor completed criminal, civil, or administrative action has been taken against the Applicant nor any person identified in this Application by a state or federal authority, including any settlements, in connection with Applicant's provision of telecommunication services.

20. (a) Applicant's Customer Service Program [4 CSR 240-32.070(6)]:

Applicant will maintain a toll-free 24-hour customer service line to assist customers with technical service issues. All inquiries are logged as to issue, time of inquiry, response time, and resolution. The short-term plan currently under development is to maintain one 24-hour customer service call center to assist knowledgeably not only with technical service issues but also with provisioning RBOC and ILEC due date negotiations, billing, and customer account concerns. Customer service representatives will have access to network operations center backbone monitoring software to better notify customers of potential issues and service restoration time

frames. Also currently under development is a company-wide database from which customer service representatives will gain access to provisioning and accounting data.

(b) Customer Service Primary Contact:

Raseanda Hall, Customer Service Manager
625 N. Euclid Ave. Suite 300
St. Louis, MO 63108
V. (314) 367-3447
F. (314) 361-8505

21. Falsification:

Applicant understands that the making of false statement(s) herein may be grounds for denying the Application for, if later discovered, for revoking any authority granted pursuant to the Application.

22. Cessation:

Applicant understands that if it plans to cease doing business within the State of Missouri, it is under a duty to request authority from the Missouri Public Service Commission for permission prior to ceasing business.

23. Verification:

Please see Appendix "10" Verification.

24 Information concerning the provision of mandatory service:

Applicant is not a 1+10+ carrier and currently has no plans to offer voice services.

Applicant requests waiver of the following 1+/0+ carrier services:

Operator and Directory Assistance
Directories [4 CSR 240-32.050(3-6)]
Enhanced 911 Emergency Service [4 CSR 240-32.100(2)(C)]
Coin Telephones [4 CSR 240-32.070(4)]
Individual Line Service [4 CSR 240-32.100(2)(A)]
Dual tone multifrequency signaling [4 CSR 240-32.100(2)(B)]
Telecommunications Relay Service (TRS)
Dialing Parity [4 CSR 240-32.100(2)(G)]
AOS requirements
Local Number Portability
24 Hour Emergency Service Calling Plan for Message Toll Service (MTS)

Applicant further requests, pursuant to Section 392.420, RSMo that the Public Service Commission waive the application of the following rules and statutory provisions as they relate to the regulation of Applicant:

Statutory Provisions

392.240(1)	Rates-reasonable average return on investment
392.270	Property valuation
392.280	Depreciation rates
392.290	Issuance of securities
392.300.2	Acquisition of Stock
392.310	Stock & debit issuance
392.320	Stock dividend payment
392.330	Issuance of securities, debts and notes
392.340	Reorganization

Missouri Public Service Commission Rules

4 CSR 240-10.020	Income on depreciation fund investments
4CSR. 240-30.010(2)(C)	Posting exchange rates at central offices
4 CSR 240-32.030(1)(B)	Exchange boundary maps
4 CSR 240-32.030(I)(C)	Record of access lines
4 CSR 240-33.030	Inform customers of lowest priced service
4 CSR 240-30.040	Uniform System of Accounts

WHEREFORE, NOW Intermedia, Incorporated respectfully requests that the Public Service Commission enter an Order granting this Application, thereby conferring on NOW Intermedia, Incorporated authority to provide facilities-based data, high speed digital communications for non-basic, non-switched, local exchange services and interexchange Services (initial LATA and inter LATA toll), to customers in the State of Missouri.

Respectfully submitted,

NOW Intermedia, Incorporated

By: Michelle C. Clay
Michelle C. Clay, MO Bar#34347
6023 Waterman, Suite 1W
St. Louis, MO 63112
V. (314) 721-0091
F. (314) 721-0585

Date: April 15, 2003

Appendix “1” CERTIFICATE OF AUTHORITY

No. 00516425

STATE OF MISSOURI



Matt Blunt
Secretary of State

CORPORATION DIVISION

CERTIFICATE OF INCORPORATION

WHEREAS, duplicate originals of Articles of Incorporation of
NOW INTERMEDIA, INC.

have been received and filed in the office of the Secretary of
State, which Articles, in all respects, comply with the
requirements of General and Business Corporation Law;

NOW, THEREFORE, I, MATT BLUNT, Secretary of State of the
State of Missouri, by virtue of the authority vested in me
by law, do hereby certify and declare this entity a body
corporate, duly organized this date and that it is entitled to
all rights and privileges granted corporations organized under
the General and Business Corporation Law.

IN TESTIMONY WHEREOF, I have set my
hand and imprinted the GREAT SEAL of
the State of Missouri, on this, the
31st day of DECEMBER, 2002.

A handwritten signature of Matt Blunt in black ink, written over a horizontal line.

Secretary of State

\$58.00



Appendix "2" Articles of Incorporation

**Articles of Incorporation For
NOW INTERMEDIA, INCORPORATED
A For Profit Corporation**

FILED

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The undersigned, Darryl Gill, 2626 Clara Ave., St. Louis, Missouri 63112, being a natural person of the age of 18 years or more and citizen of the United States, for the purpose of forming a corporation under the For-Profit Corporation Law of the State of Missouri, do hereby adopt the following Articles of Incorporation:

Article One

The name of the corporation is: NOW INTERMEDIA, Inc.

Article Two

The address of its initial registered office in the State of Missouri is 625 N. Euclid Avenue, Suite 300, St. Louis, MO 63108 and the name of its initial registered agent at said address is Darryl Gill.

Article Three

The company shall have authority to issue 3,000,000 shares of common stock with a par value of \$.01.

Article Four

The first board of directors shall be not less than three in number and the first board of directors may by majority vote change the number of directors to not less than three, nor more than the number of members admitted to membership of the corporation; the board of directors shall adopt bylaws, rules and regulations for the government of the corporation, which may be changed from time to time. The power to make, alter, amend or repeal the bylaws for the regulation and management of the affairs of the corporation shall be vested in the board of directors of the corporation as set forth in the bylaws of the corporation.

Article Five

The name and place of residence of the incorporator is Darryl Gill, 2626 Clara Ave., St. Louis, Missouri 63112.

Article Six

The number of Directors to constitute the first board of directors is three. Thereafter the number of directors shall be fixed by, or in the manner provided by the by-laws. Any changes in the number will be reported to the secretary of State within thirty calendar days of any such change.

Article Seven

The duration of the corporation shall be perpetual.

Article Eight

The corporation is organized and will be operated to provide telecommunication services to the end user, develop and implement technology, and to generally perform or exercise any other legal powers, which are, permitted of general for-profit corporations.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Incorporation this 31st day of December 2002.


Darryl Gill

subscribed and sworn to before me on 12-31-02.

JOHN JUDD
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires February 12, 2006

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Appendix "3" OFFICERS PROFILES

Darryl Gill

NOW INTERMEDIA PRESIDENT

President of NOW Intermedia, Inc., a Competitive access provider offering advanced DSL services.

NETECH 1/1996 – 2/2002

Wrote detailed Specifications, Purchase Orders, hired Contractors. Company performed on various Governmental projects including IRS and the United States Postal Service. Additionally, installed fiber optic for numerous CLEC's and on various projects in the Mid-Atlantic Region. Wrote Specifications CLEC Cage requirements such as power, cross connections, ring generation, DSL, fiber distribution and all support structure. Directed all other areas of the Engineering process to insure seamless network growth.

Directed divisions providing emergency maintenance, network troubleshooting, training of Customer Service Representatives (CSR) and supporting Radio Technicians as needed.

MITCHELL COMMUNICATIONS 8/93 - 1/96

Combination Technician, responsibilities in three general areas, the Central Office, Installations & Troubles and Outside Plant. Central Office, knowledgeable in Switching, Siemens DCO and LUCENT. Familiar with CENTREX, special circuits, DS-3, DS-1, Timing, messaging, SONET, Voice Mail, paging and all facility maintenance issues. Installation and troubles, underground and overhead drops, inside wiring for homes and business plus data circuits and Key Systems. Outside Plant, placing Poles, running new cable (overhead and underground, copper and fiber) and general maintenance and upgrades.

CONTRACTING 2/89 - 9/93

Installed key systems (private contract), phone and data wiring. Including adds, moves and changes as well as on site programming for DIVERSIFIED INSTALLATIONS Company in Landover, MD.

MID-WEST TELECOMMUNICATIONS 11/87 - 1/89

Performed underground fiber optic and copper plant construction/splicing, certified fiber fusion splicer.

Resume David Fleming

NOW Intermedia – Vice President Operations

Developed network architecture for specific assess, transmission and switching content based on regulatory, interconnection and technology guidelines. Implementing engineering and operations guidelines for establishment, management and provisioning of the NOW Intermedia service network.

Tek Designs International

Washington, DC / Columbia, Maryland / New York, NY

Principal of Tek Designs International, a full-service engineering design firm that provides project management and design services in the IT, telecom and industrial design sectors. Since 1998, Fleming has consulted on wireless telecom projects in emerging markets, integrating engineers, technicians and managers, both domestically and abroad.

Project Manager Africa, Titan Wireless, V-SAT, WLL, Telecoms

Web Publishing, NSBE, Alexandria, VA., Rhythm & Blues Foundation, Wash

Stanford University

MS Mech. Engineering

BS Electrical Engineering,

Palo Alto California

Product Design, consumer products, disabled access products, electro-mechanical devices

Illinois Institute of Technology

MA Architecture Chicago, Illinois

Focus on New Technologies in Architecture

Northwestern University

**Construction Management Kellogg School of Business & Engineering School
Evanston, Illinois**

Critical Path Methods, Marketing, International Business Development, Finance,
Engineering Management and Construction Management

Patents

U.S. Patent & Trademark Office, Washington, D.C.

Patent Examiner. Areas of Focus: Games and Educational Devices, Web-based Instruction, Electronic Toys, Amusement Rides and Simulators.

Registered Patent Agent. Licensed Agent # 46,269

Product Design

Walt Disney Imagineering, Glendale, California

Product research and development. Researched accessibility issues in the amusement industry. Specialized in the use of wheelchairs on turbulent ride systems. Created accessibility in new designs and for existing designs. Conceived of products for the disabled.

General Electric, Pittsfield, Massachusetts, Product Designer
Designed conceptual prototypes for new residential product line. Assisted in the development of new concept for residential conduits.

Veteran's Administration Hospital, Palo Alto, California
Designed and field-tested a patentable robotic device for the disabled. Televised on Discover. 1988.

IBM Corporation, Boulder, Colorado, Engineering Intern
Designed the automation of a chemical mixing process. Designed the algorithm, selected controlling hardware, analyzed instrumentation options.

Administration & Instruction

National Society of Black Engineers, National Chairperson
Managed national organization with oversight of Programs, Public Relations, Publications, Staffing, Conferences, Finances, Strategic Planning, and General organizational viability including an annual budget of over \$1 million. Chaired meetings and convened conferences. Performed Fund-raising functions and gave presentations.

Women & Minority Engineering Program U.C. Irvine, Calif. Acting Director
Coordinated activities to increase the student enrollment. Managed office staff, budget. Counseled students. Taught an introductory course in Engineering.

Manufacturing

John's Hopkins Applied Physics Lab, Laurel, Maryland, Engineer

Programmed a dedicated machine controller for heat treating. Monitored retrofitting of new equipment, updated electrical schematics, produced documentation and trained others. Manufacturing: Performed a capability study of mechanical fabrication equipment to provide data for lab automation. Designed and introduced a coding scheme to increase machine shop efficiency.

Construction Management

Amoco Oil, Chicago, Illinois, Project Engineer
Project support for architect and contractors in Marble Reconstruction Project. Surveyed building conditions. Charted and documented progress. Maintained purchase records. Maintained Safety documentation. Designed products for re-utilization of materials. Summer 1989 - 92.

Honors

GEM Fellow; General Electric Latimer Scholar; Alpha Phi Alpha Distinguished Scholar; Design commendation, Lincoln Arc Welding Foundation; National Organization of Minority Architects Scholar; American institute of Architects, Roche Traveling Scholar, 1990; First Place Disney Imaginations design Competition, 1992.

Edward Pattin

Experience:

Present NOW Intermedia, Inc – Director Network Operations

Responsibilities: Design, implement, configure and maintenance of Frame Relay backbone/DSL network; design and upgrade ATM backbone/DSL Network; and supervise system engineers

06/02 - 09/02 NETECH – Technical Operations Manager

Monitored enterprise network elements lying on a node network. Elements monitored included numerous WinNT4 servers, Cisco routers, telecom circuits, core switches/multiplexers, and several HP-UX/AIX UNIX server farms. Collaborated with field technicians to solve hardware and wiring problems, remotely configured replacement routers. Troubleshot complex issues with these network elements by correlating events, utilizing information gathering tools, interfacing with customers at remote sites, and in some instances, dispatching field technicians. Collaborated with field technicians to solve hardware and wiring problems, remotely configure replacement routers.

04/01 - 08/02 Technical Aid Corporation — Plymouth Meeting, PA

Client: Compaq Computers Federal Accounts

Team Lead - Rollover Service Social Security Administration Kansas City Region

Lead a Team of Installers on a project installing new computer systems for the Social Security Administration of the Kansas City Region utilizing expertise in Windows NT 4.0, supervise all installations, handle all paperwork for project and hold the responsibility of making sure that each week's project goes as plan while being the primary contact between the Regional Managers of the Social Security Administration and Compaq Computers.

7/00 — 3/01 Robert Half International — St. Louis, MO

Client: Aon Innovative Services

Network Administrator / Exchange Administrator / Desktop Support Manager

Designed, planned, implemented and completed the following projects:

Implemented Lease Rollover Program to Standardize Desktop Hardware Environment.

Standardized Software for desktops and Ghost builds for several machine images.

Successfully converted clients from RLN to RAS.

Successfully converted clients from MDAemon 4.8 third party email system to Exchange 5.5 (300 users)

Created and maintained accounts on Primary Domain Controller managed groups and file and printer

server, application servers Primary Exchange Administrator.

Designed and implemented desktop procedures for installations and testing of software applications used in the operations environment.

Installed servers using in testing environment with Compaq Proliant 2500, 3000 Servers with RAID 5 Technology.

Monitored and maintained backup and restore of all servers utilizing Dell SAN Solution Technology

Provided all levels of technical support for daily operations.

Network Operating Systems used, Windows NT 4.0 Sp6 Server, Windows NT 4.0 Workstation, Windows

2000 Server and Professional, Windows 98, 95 and ME installations and configuration.

Experience:

9/97- 5/00

Southwestern Bell Telephone — St. Louis, MO

Clients: Desktop Services / Intelligent Workstation Client Communications
Specialist/Field Support Technician

Responsibilities: Third level support for a client base of over 2,000 clients. Primarily support on Microsoft Products. Operating systems involves installation and support for Microsoft DOS 6.22 Windows for

Workgroup, Windows 95 /98, Windows NT 3.51 and 4.0 Server and Workstation, OS/2 Warp Workstation and Server. Electronic Mail Systems involves installation and support for Microsoft Mail, Lotus Notes and Microsoft Exchange and Microsoft Outlook 97 and 98. Host Access Applications involves installation and support for RUMBA, Chameleon UNIX link, Chameleon Hostlink 97, Telnet, TN3270 TN5250 and

TCP/IP, Exceed 4.0 and Hummingbird 6.1. Internet Browsers involves installation and

support for Netscape Navigator and Microsoft Internet Explorer. Remote Access Applications involves installation and support Dial up Networking for Windows 95 and RAS for Windows NT. Communications Packages

Involves installation and support Carbon Copy and ProComm Plus. Troubleshooting and Installation of new

Education:

United States Marine Corps (Air and Ground Communications School) Twenty-Nine Palms, CA

Communication Center Specialist - Certificate

United College of Business, Hollywood, CA

BS, Information Systems

University of California at Long Beach Long Beach, CA

Vocational Instruction Certification — Certification

Appendix "4" SERVICE AGREEMENT

Appendix "4" NOW INTERMEDIA INC, SERVICE AGREEMENT

NOW INTERMEDIA, INC ("NOW") and _____ ("Customer") agree as of this _____ day of _____ as follows:

1. **Services.** NOW shall supply Customer with local digital access service and/or any other services selected by the Customer on Addendum A on the terms and conditions contained in this Agreement. During the term of this Agreement, NOW shall be Customer's exclusive supplier of local digital access service and any other services selected by Customer on Addendum A attached hereto
2. **Term.** NOW shall supply Customer with local digital access service for a period of _____ months, beginning on the date that the local digital access service is made available to Customer.
3. **Fees.** Customer shall pay NOW for its services hereunder a monthly fee and a one-time installation and equipment fee in accordance with Addendum A.
4. **Payment.** Customer's monthly fee is due and payable in advance on the first day of each month, except that the first payment is due in accordance with Addendum A. The amount of the first payment shall be the sum of the following amounts: (a) the monthly fee for the month in which the first payment is due, (b) the fee for any preceding months of the term of this Agreement, and (c) the installation and equipment fee. If the first or last month of the term of this Agreement is a fractional month, the charge for such month shall be prorated accordingly
5. **Late Payment.** Customer shall pay NOW a late fee of 1.5% per month, or the maximum rate permitted by law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any such amount is in arrears. If any payment is more than five days past due, NOW may suspend service to Customer until Customer's account is brought current.
6. **Termination.** This Agreement may be terminated by either party in the event the other party is in default of any provision hereof, and such default is not cured within 30 days after notice of default is given to the defaulting party. If Customer terminates this Agreement other than pursuant to the termination provision of this Agreement, Customer shall pay NOW liquidated damages of \$100 (prorated for any partial month) remaining in the term of this Agreement and paid on a monthly basis.
7. **Limitation of Liabilities: Exclusive Remedies.** In the event of an interruption of service to Customer that lasts longer than 48 hours after NOW receives actual notice thereof, NOW shall credit Customer's account with the prorated charge for the length of time the service was interrupted after receipt of such actual notice. IN ADDITION, THE LIABILITY HAVE NOW AND CUSTOMER'S EXCLUSIVE REMEDIES, SHALL BE LIMITED AS FOLLOWS: (A) IN THE CASE OF SERVICE INTERRUPTIONS OR FAILURES TO MEET THE NETWORK AVAILABILITY TIME OR MEANTIME TO REPAIR OBJECTIVES PROVIDED HEREIN, TO CREDITING CUSTOMER'S ACCOUNT AS PROVIDED HEREIN; (B) IN THE CASE OF ANY DEFECTS IN ANY EQUIPMENT SUPPLIED BY NOWHEREUNDER, INCLUDING WITH LIMITATION CUSTOMER PREMISE EQUIPMENT ("CPE"), TO THE REPAIR OR REPLACEMENT, IF REPAIR IS IMPRACTICAL, OF SUCH EQUIPMENT; AND (C) IN ALL CASES, INCLUDING, WITHOUT LIMITATION, THOSE CASES SUBJECT TO (A) AND (B) ABOVE, TO THE AGGREGATE AMOUNT PAID BY CUSTOMER TO NOW HEREUNDER. IN NO EVEN SHALL NOW BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT.
8. **Force Majeure.** NOW shall not be liable to Customer for any failure or delay caused by events beyond NOW's control, including, without limitation, Customers failure to furnish necessary information; sabotage; failure or delays in transportation; utility service or communication; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials or equipment; technical failures; or acts of Nature.
9. **Warranty Disclaimer.** NOW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN CONNECTION HERewith, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No oral or written information or advice given by NOW or any of its employees or agents shall create a warranty.
10. **CPE Repairs.** CPE supplied by NOW shall be serviced by NOW during the term of this Agreement at no cost to Customer. Such service will be supplied on-site by a NOW employee or an agent of NOW within one business day of the request for service. On-site hours will be during the standard business working week of 8 a.m. to 5 p.m. Monday through Friday, excluding national holidays. Requested service time outside of the standard business week stated above is available and may be billed to Customer by NOW at a rate of \$80 per hour of on-site service supplied.
11. **Network Availability.** NOW agrees to achieve a Network Availability Time ("NAT") objective of 99% each month for networks designed with 10 or more network sites and a fully meshed network topology of a star network topology in which each remote site has connections to at least two network hubs engineered to separate infrastructure node. In all other instances, NOW shall achieve a NAT objective of 98%. NAT is measured as the total number of minutes in a billing month during which core network routes are available to exchange data between the two-network infrastructure node and points, divided by the total number of minutes in a billing month. A lapse in network availability begins when Customer informs NOW of the service non-availability and ends when service is restored. For purposes of this measurement, the route will be measured from infrastructure port to infrastructure port and will not include CPE or local access facilities. NAT measurements do not include periods of non-availability resulting in whole or in part from one or more of the following causes: any act or omission on the part of Customer, its contractors, or any other entity over which Customer exercises control or has the right to exercise control; scheduled maintenance; labor strikes; other force majeure events beyond the reasonable control of NOW; and any act or omission on the part of any third party including, but not limited to, any local access service provider. NOW's determination of NAT shall be binding and conclusive absent manifest error.
12. **Repair Objectives.** NOW agrees to achieve each month a Mean Time to Repair ("MTTR") objective of four hours. MTTR is the period of time beginning when Customer informs NOW of service non-availability and ending when service is restored. Each lapse in service will be assigned a severity of (1) or (4). A severity (1) lapse means the network system is down or degraded, resulting in limited or no ability to conduct business. A severity (4) lapse means the lapse did not affect Customer business. The MTTR objective applies only in those cases in which Customer informs NOW of a lapse in service and subsequently allows the necessary access to its premises and facilities for testing. MTTR measurements do not include the following: lapses in service associated with new installations (e.g., before new service acceptances by Customer); lapses of service that are not associated with NOW-provided services, Customer inquiry for circuit monitoring purposes only; force majeure events beyond the reasonable control of NOW (including, but not limited to, acts of God, government regulation, and national emergency); and lapses associated with any act or omission on the

part of any third party including, but *not* limited to, any local access service provider. MTTR for each month equals the number of minutes of severity (1) lapses in that month divided by the total number of severity (1) lapses. NOW's determination of MTTR shall be conclusive and binding absent manifest error.

13. Credits. In any month in which NOW does not meet its NAT or MTTR objectives for Customer, Customer will receive credits as follows:

(a) If NOW is unable to meet the NAT or MTTR objectives for two consecutive months, NOW will provide a credit equal to 5% of the fixed rate for all port and network connection charges for each of the two months.

(b) If NOW is unable to meet the NAT or MTTR objectives for three consecutive months, NOW will provide credits for the first two months as specified above, plus a credit equal to 10% of the fixed rate for all port and network connection charges for the third month.

(c) If NOW is unable to meet the NAT or MTTR objectives for four consecutive months, NOW will provide credits for the first three months, as specified above, plus a credit equal to 10% of the fixed rate for all port and network connection charges for the fourth month.

(d) If NOW is unable to meet the NAT or MTTR objectives for five consecutive months, NOW will provide credits for the first four months, as specified above, plus a credit equal to 15% of the fixed rate for all port and network connection charges for the fifth month.

(e) If NOW is unable to meet the NAT or MTTR objectives for six consecutive months, NOW will provide credits for the first five months, as specified above. In addition, Customer may: (i) terminate this Agreement except for charges and liabilities incurred or arising prior to termination; or (ii) receive a credit equal to 15% of the fixed rate for all port and connection charges for the sixth month. Customer must provide written notice to NOW of its intent to terminate this Agreement under (i), above, no later than 30 days after the conclusion of the sixth month. If CPE is purchased directly from NOW and Customer terminates this Agreement under (i), above, the CPE can be returned to NOW for a full refund within 30 days of termination.

14. Credit Limitation. If NOW achieves neither its NAT nor its MTTR objectives in the same month, Customer is entitled to receive credits pursuant to only one of the applicable objectives. In addition, NOW will not issue any credits pursuant to the NAT or MTTR objectives for more than six months in any 12-month period.

15. No Hiring NOW Personnel Without Prior Consent. Without the prior written consent of NOW, Customer shall not recruit or hire any personnel of NOW who are or have been assigned to perform work for Customer until two years after the termination of this Agreement. If Customer violates this paragraph, Customer shall pay

NOW liquidated damages equal to 35% of the value of the total first year cash and noncash compensation and benefits Customer has or is obligated to pay such personnel.

16. Independent Contractors. The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Customer and either NOW or any employee or agent of NOW.

17. Governing Law. This Agreement and all questions arising in connection with this Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri. The parties agree that the state courts of Missouri and the courts of the United States located within Missouri shall have personal jurisdiction over them with respect to any action relating to or arising under this Agreement and any action shall be commenced exclusively in such Missouri courts, and that proper venue for such action shall include, without limitation, St. Louis City or St. Louis County.

18. Notices. All notices required or permitted hereunder shall be given in writing addressed to the respective parties as set forth herein, unless another address shall have been designated and shall be delivered by hand or by registered or certified mail, return receipt requested, postage prepaid.

19. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing signed by both parties.

20. Waiver of Breach. Any waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement.

21. Attorney Fees. Customer shall pay all costs and expenses, including attorney's fees, incurred by NOW in enforcing this Agreement.

22. Assignment. Each party's rights and obligations under this Agreement shall inure to the benefit of and be binding upon that party's successors and assigns.

23. Authorization. Customer represents that it is duly authorized to enter into this Agreement and acknowledges that this Agreement will not be binding upon NOW until signed by an official of NOW.

Appendix "5" PAST DUE COLLECTIONS

NOW Intermedia, Inc.

PAST DUE COLLECTIONS PROCEDURES

It is the policy of NOW Intermedia, Inc. to bill all customers in advance. Invoices will be sent to customers approximately 3 weeks prior to the monthly anniversary of their on-line date. Customers who do not pay per terms of our contract are subject to the following collection procedures.

At 30 days past due: Customer will receive next months invoice showing a balance due carried over from the previous month. There will be a dunning message on the bill that reads: To ensure continued service, please remit promptly.

At 35 days past due: Collection letter is mailed to customer. Letter reminds customer of our payment terms and warns of disconnecting service.

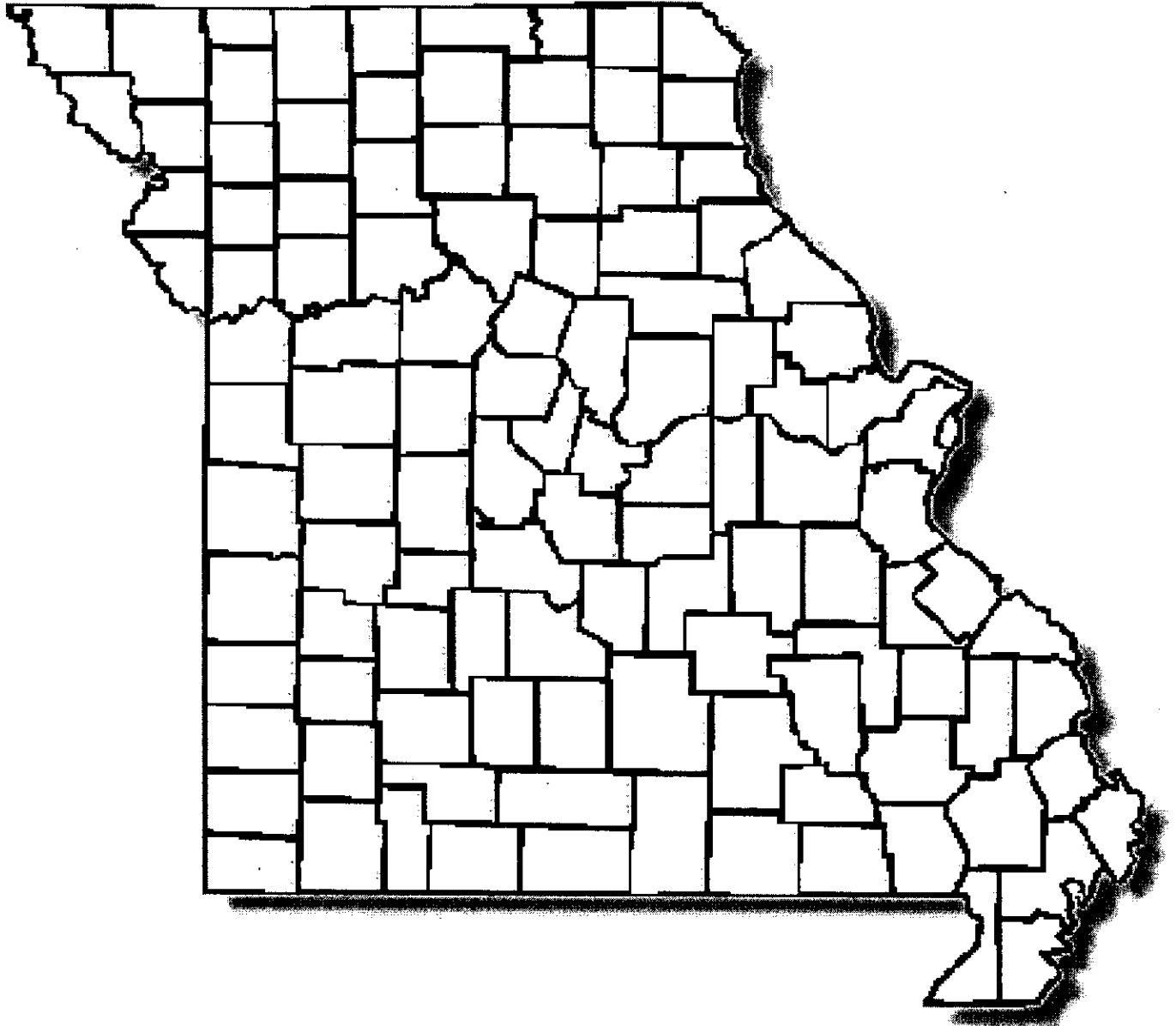
At 40 days past due: Phone call is made to customer requesting payment. Emphasis is placed on disconnecting service if bill is not paid immediately.

At 45 days past due: Disconnected Notice is sent to customer via mail. In house procedures are started to terminate service.

At 60 days past due: Service is terminated. Memo is placed in customers file for future reference to prevent NOW Intermedia from resigning customer at a later date.

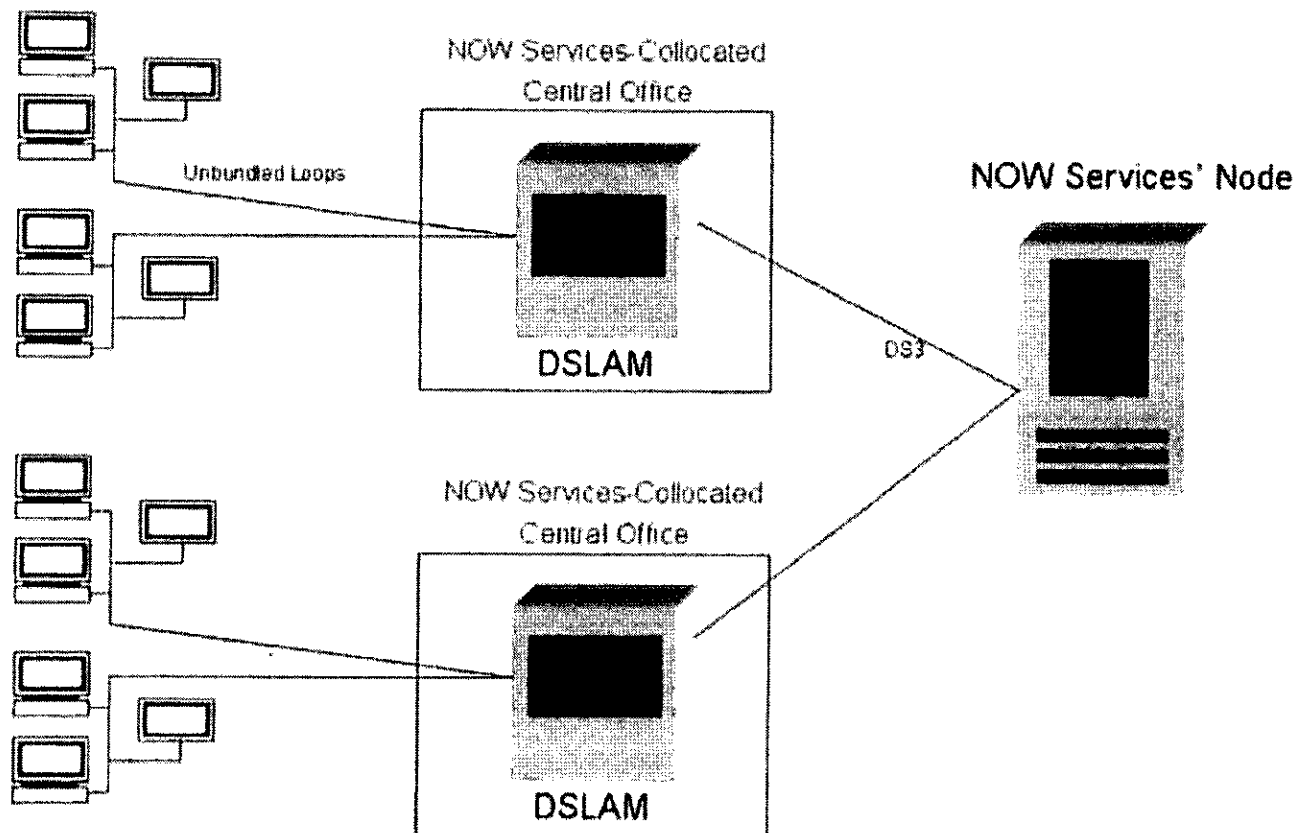
Appendix "6" SERVICE AREA MAP

Service area of St. Louis City and St. Louis County, Missouri (Highlighted Section)



Appendix "8" PROFILE OF NOW INTERMEDIA NETWORK

Profile of NOW Service's Data CLEC Network



Appendix "9" COMPLAINT LEDGER

COMPLAINT LEDGER

[illegible]

Appendix "10" VERIFICATION

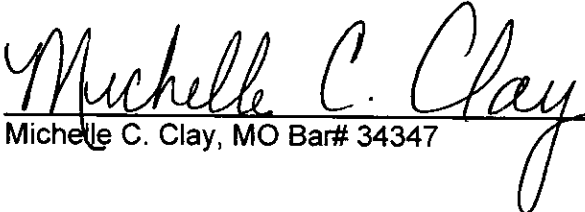
VERIFICATION

STATE OF MISSOURI)

CITY OF ST..LOUIS)

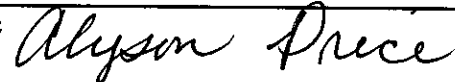
COMES NOW Intermedia, Incorporated, by and through their attorney, Michelle C. Clay, duly sworn, who swears and affirms as follows:

1. My name is Michelle C. Clay, and I am the attorney for NOW Intermedia, Incorporated. In that capacity, I am authorized to verify this Application and the information contained therein on behalf of NOW Intermedia, Incorporated.
2. The information contained in the Application is true and accurate to the best of my knowledge and belief.


Michelle C. Clay, MO Bar# 34347

Subscribed and sworn to before me this 18th day of April 2003

ALYSON PRICE
Notary Public - State of Missouri
County of St. Louis
My Commission Expires Jul. 22, 2006

Notary Public 

My Commission Expires:

ALYSON PRICE
Notary Public - State of Missouri
County of St. Louis
My Commission Expires Jul. 22, 2006