

**\*\* FLORIDA PUBLIC SERVICE COMMISSION \*\***

**DIVISION OF REGULATORY OVERSIGHT**  
**CERTIFICATION SECTION**

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

010152-TX

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Instructions

- ◆ This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 12).
- ◆ Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission**  
***Division of Records and Reporting***  
**2540 Shumard Oak Blvd.**  
**Tallahassee, Florida 32399-0850**  
**(850) 413-6770**

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission**  
**Division of Regulatory Oversight**  
**Certification Section**  
**2540 Shumard Oak Blvd.**  
**Tallahassee, Florida 32399-0850**  
**(850) 413-6480**

## APPLICATION

1. This is an application for  (check one):

- Original certificate** (new company).
- Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
- Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
- Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

GLOBAL CONNECTION, INC. OF AMERICA

3. Name under which the applicant will do business (fictitious name, etc.):

GLOBAL CONNECTION

4. Official mailing address (including street name & number, post office box, city, state, zip code):

3957 PLEASANTDALE ROAD

ATLANTA, GA 30340

\_\_\_\_\_

\_\_\_\_\_

5. Florida address (including street name & number, post office box, city, state, zip code):

C/o CT CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD, CITY OF PLANTATION  
FLORIDA 33324

6. Structure of organization:

- |  |   |
|--|---|
| <input type="checkbox"/> Individual          | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership    |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership    |
| <input type="checkbox"/> Other _____         |   |

7. If individual, provide:

Name: \_\_\_\_\_ N/A \_\_\_\_\_

—

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

8. If incorporated in Florida, provide proof of authority to operate in Florida:

(a) The Florida Secretary of State corporate registration number:

301A00001963

**9. If foreign corporation, provide proof of authority to operate in Florida:**

(a) The Florida Secretary of State corporate registration number:

N/A

**10. If using fictitious name-d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:**

(a) The Florida Secretary of State fictitious name registration number:

N/A

**11. If a limited liability partnership, provide proof of registration to operate in Florida:**

(a) The Florida Secretary of State registration number:

N/A

**12. If a partnership, provide name, title and address of all partners and a copy of the partnership agreement.**

Name: N/A

Title:

Address:

City/State/Zip:

Telephone No.: Fax No.:

Internet E-Mail Address:

Internet Website Address:

**13. If a foreign limited partnership, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.**

(a) The Florida registration number:

14. Provide F.E.I. Number(if applicable): N/A

15. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. Provide explanation.

NO

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

NO

16. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: DONOVAN HIGHTOWER

Title: VICE PRESIDENT

Address: 3957 PLEASANTDALE ROAD

City/State/Zip: ATLANTA, GA 30340

Telephone No.: 770-45707174

Fax No.: 770-458-6773

Internet E-Mail Address: dhightower@globalc-inc.com

Internet Website Address: \_\_\_\_\_

(b) Official point of contact for the ongoing operations of the company:

Name: SAM ABDALLAH  
Title: PRESIDENT & CEO  
Address: 3957 PLEASANTDALE ROAD  
City/State/Zip: ATLANTA, GA 30340  
Telephone No.: 770-457-7174 Fax No.: 770-458-6773

Internet E-Mail Address: SEDC1234@aol.com  
Internet Website Address: \_\_\_\_\_

(c) Complaints/Inquiries from customers:

Name: DONOVAN HIGHTOWER  
Title: VICE PRESIDENT  
Address: 3957 PLEASANTDALE ROAD  
City/State/Zip: ATLANTA, GA 30340  
Telephone No.: 770-457-7174 Fax No.: 770-458-6773  
Internet E-Mail Address: dhightower@globalc-inc.com  
Internet Website Address: \_\_\_\_\_

**17. List the states in which the applicant:**

(a) has operated as an alternative local exchange company.

GEORGIA, TENNESSEE, SOUTH CAROLINA, AND ALABAMA

(b) has applications pending to be certificated as an alternative local exchange company.

NONE

(c) is certificated to operate as an alternative local exchange company.

MISSISSIPPI, GEORGIA, ALABAMA, TENNESSEE, SOUTH CAROLINA ,  
NORTH CAROLINA AND KENTUCKY

(d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

NONE

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

NONE

(f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

NONE

**18. Submit the following:**

**A. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.**

**B. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.**

### C. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

1. the balance sheet:
2. income statement: and
3. statement of retained earnings.

**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.*

Further, the following (which includes supporting documentation) should be provided:

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.




THIS PAGE MUST BE COMPLETED AND SIGNED

**APPLICANT ACKNOWLEDGMENT STATEMENT**

- 1. REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
- 2. GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
- 3. SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
- 4. APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

DONOVAN HIGHTOWER  
Print Name

  
Signature

VICE PRESIDENT  
Title

1-30-00  
Date

770-457-7174  
Telephone No.

770-458-6773  
Fax No.

**Address:**

3957 PLEASANTDALE ROAD

ATLANTA, GA 30340

**THIS PAGE MUST BE COMPLETED AND SIGNED**

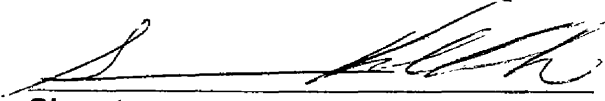
**AFFIDAVIT**

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 company 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."

UTILITY OFFICIAL:

SAM ABDALLAH  
Print Name

  
Signature

PRESIDENT ,CEO  
Title

01/30/2001  
Date

770-457-7174  
Telephone No.

770-458-6773  
Fax No.

Address: 3957 Pleasantdale Road

ATLANTA, GA 30340

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INTRASTATE NETWORK (if available)

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

1. **POP:** Addresses where located, and indicate if owned or leased.

- |                                |                                |
|--------------------------------|--------------------------------|
| 1) <u>      N/A      </u>      | 2) <u>                    </u> |
| <u>                    </u>    | <u>                    </u>    |
| 3) <u>                    </u> | 4) <u>                    </u> |
| <u>                    </u>    | <u>                    </u>    |

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

- |                                |                                |
|--------------------------------|--------------------------------|
| 1) <u>      N/A      </u>      | 2) <u>                    </u> |
| <u>                    </u>    | <u>                    </u>    |
| 3) <u>                    </u> | 4) <u>                    </u> |
| <u>                    </u>    | <u>                    </u>    |

3. **TRANSMISSION FACILITIES:** POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

- | <u>POP-to-POP</u>              | <u>OWNERSHIP</u>            |
|--------------------------------|-----------------------------|
| 1) <u>      N/A      </u>      | <u>                    </u> |
| 2) <u>                    </u> | <u>                    </u> |
| 3) <u>                    </u> | <u>                    </u> |
| 4) <u>                    </u> | <u>                    </u> |





FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

January 12, 2001

CT CORPORATION SYSTEM

The Articles of Incorporation for GLOBAL CONNECTION, INC OF AMERICA were filed on January 11, 2001 and assigned document number P01000004846. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT/UNIFORM BUSINESS REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT/UNIFORM BUSINESS REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO INSURE THAT YOU RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT. TO OBTAIN A FEI NUMBER, CONTACT THE IRS AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT/UNIFORM BUSINESS REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Tracy Smith, Document Specialist  
New Filing Section

Letter Number: 301A00001963

ARTICLES OF INCORPORATION  
OF

Global Connection, Inc of ~~America~~

The undersigned incorporator, for the purpose of forming a corporation under the Florida Business Corporation Act, hereby adopts the following Articles of Incorporation.

FIRST: The name of the corporation is: Global Connection, Inc of ~~America~~

SECOND: The street address of the initial principal office, and, if different, the mailing address of the corporation is: 3957 Pleasantdale Road, Atlanta, GA 30340

THIRD: The number of shares the corporation is authorized to issue is: 5,000

FOURTH: The street address of the initial registered office of the corporation is c/o C T Corporation System, 1200 South Pine Island Road, City of Plantation, Florida 33324, and the name of its initial registered agent at such address is C T Corporation System.

FIFTH: The names of addresses of the persons who are to serve as initial directors are:  
Sam Abdallah 3957 Pleasantdale Road, Atlanta, GA 30340

SIXTH: The name and address of each incorporator is:  
M.A. Proffitt 1201 Peachtree Street, Atlanta, GA 30361

SEVENTH: Any other provision required or permitted by law is:

M.A. Proffitt  
Signature of Incorporator

1/10/01  
Date

C T Corporation System is familiar with and accepts the obligations provided for in Section 607.0505 of the Florida Statutes.

C T Corporation System

By Dale W. Morris  
**DALE W. MORRIS**  
**ASSISTANT VICE PRESIDENT**

Date 1/10/01  
01 JAN 11 AM 11:07  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## HOUSSAM ABDALLAH

3536 Mount Vernon Road

Lawrenceville, Georgia

Telephone: 770.532.7749

Mobile: 404.402.3225

### PERSONAL INFORMATION:

Family Status: Married

Children: One

### PROFESSIONAL EXPERIENCE:

- May 1991- Present      **South East Dental Care (SEDC Inc.)** –Atlanta, Georgia  
Founder/CEO of Corporation which has developed a subscriber based dental plan. The Company has grown to 15,000 members in Metropolitan Atlanta, Georgia. SEDC has recruited and secured provider agreements with dental professionals in excess of 200 offices. The basic consumer service has been expanded to include Pharmaceutical through Kroger Pharmacy. The members can also contract for Dental through Vision One and SEDC has subsequently offered Chiropractic services on a similar basis.
- 1996- Present      **Abdallah Management Group, Inc. (AMG, Inc.)** – Duluth, Georgia  
Founder/CEO of Corporation which is involved in the establishment and operation of Dental Care Offices. AMG actively solicits and contracts with Dentist to provide dental service as contract providers. AMG markets and manages the physical facilities to allow Dentists to practice without active involvement in office operation. AMG currently operates one office located at Pleasant Hill Road, Duluth, Georgia which employs 6 persons and averages revenues in excess of \$30,000 per month.
- 1989-1991      **National Health Care Delivery (NHCD)** - Kansas City, Missouri  
*National Marketing Director: Responsibilities:* Coordination of sales force including sales personnel. In 1990 initiated operations of NHCD in Georgia and secured facilities, personnel and coordinated marketing program. Directly involved in soliciting and contracting with dental providers for services.

### EDUCATIONAL EXPERIENCE:

- 1986-1989      University of Missouri- Kansas City  
Course/Curriculum: Major-Business Administration  
Minor-Management Information Systems

#### *Professional Affiliations:*

- Prepaid Communications Association:  
Member: Ethics Committee

#### *Civic Participation:*

- A.L.S.C., St. Judes Hospital  
St. Elias Antiochian Orthodox Church

PROFESSIONAL AND PERSONAL REFERENCES AVAILABLE UPON REQUEST

**Simon A. Melhem**  
10959 Beinhorn Rd  
Houston, Tx 77024  
H-(713)-783-8601 O-(713)-757-3659

## **EDUCATION**

### **MBA - Finance**

University of Southern California, Los Angeles, California

### **MS Engineering Management**

### **BS Industrial Engineering**

Northeastern University, Boston, Massachusetts

## **EXPERIENCE**

### **El Paso Energy International Company**

Houston, Texas (6/95 to Present)

International Development, Vice President- Asia

- Identify and structure independent power business development opportunities.
- Responsible for proposal preparation and management of the legal, technical, financial and administrative processes.
- Negotiate joint venture agreements including Memorandum of Understanding, Joint Development Agreements, Shareholder Agreements, and energy sales Agreements.
- Maintain business development relationships and project lead generation.
- Present recommendations to senior management on the project economic viability.

### **Trinity International Partners, LP**

Washington DC (9/93 to 6/95)

A Private Financial Advisory Firm, Director

- Identify and evaluate international independent power projects. Prepare project development proposals, including financial proforma, pricing structure, and financing options.
- Evaluate potential acquisitions and greenfield projects. Develop financial proforma, prepare pricing models, and assist clients in finalizing the transaction. Transactions are across various industry sectors including energy and transportation.
- Assist clients in acquiring emerging markets' privatized state enterprises. Provide due diligence support, and assist in evaluating new markets.
- Prepare proposals and bids for consulting opportunities with multilateral and bilateral agencies. Assist in developing and maintaining client relations including presentations, periodic review meetings, and new project proposals.



### **Texaco Cogeneration and Power Company**

Universal City, California (3/90 to 9/93)

Business Development Department, Manager Financial Analysis

- Evaluated potential acquisitions, reviewed financial projections and contractual arrangements. Developed proforma models for equity investments in projects ranging from \$150 to \$350 Millions.
- Prepared financial scenarios analysis and negotiation strategies for senior executives. These strategies were used in negotiating long term power sale contracts with international utilities.
- Prepared investment requests for Texaco's board of directors approval. The investment requests included financial projections, sensitivity analysis, strategic intent and associated risks.
- Developed project finance proposals to International Finance Corporation (IFC), other international development agencies, and commercial banks. Worked with a team to secure project funding.

### **Texaco Refining and Marketing Inc.**

Universal City, California (10/88 to 3/90)

Western Region Headquarters, Planning Manager

- Prepared Strategic and Tactical Plans for Texaco's Western Region operations, approximately a two billion dollars revenue division. Responsibilities included developing financial projections, investment and expense budgets; coordinating with six business unit managers and corporate executives, forecasting product spot price, and integrating sales and production plans.
- Evaluated business unit's financial performance versus the business plan. Meetings were held with local management to review performance and implement immediate strategies.
- Supervised the development of a PC-based planning information system. The system reduced the time required to produce an integrated business plan and allowed for quick scenario analysis.

### **Texaco Inc.**

Houston, Texas (3/87 to 10/88)

Information Technology Department, Operations Research Analyst

- Developed and supported a non linear optimization model for blending operations. The model was installed at seven refineries and used for producing optimal blending recipes.
- Developed an integer programming dispatching model for product distribution. The model was used to generate delivery schedules for company trucks and minimize the need for contractors.

### **The World Bank**

Washington DC and London (8/85 to 12/85)

Office of Environmental and Scientific Affairs, Risk Assessment Consultant

- Developed "Whazan" a Chemical Hazard Risk Assessment software based on the theories and practices of Technica Ltd, a London based consulting firm to the World Bank. Responsibilities included programming and coordinating with the Bank's Washington-based project manager and the London-based consulting staff. The software was completed ahead of schedule and exceeded expectations.

## **Simon A. Melhem**

### **Project Development Experience**

#### **Indonesia -**

- Strategic Alliance with Risjadson Group.
- 135 MW and 500 BCF gasfield in South Sulawesi. Operating in Open Cycle, expected combined cycle in October 1998.
- 2x55 MW and 2x100 MW Coal Fired in Amurung, North Sulawesi and Sumatra. In Construction, expected commercial operation 2000.
- 25 MW integrated gasfield, pipeline and power station in Jambi, Sumatra. Awaiting PPA signing.
- 100 MW of mini-hydro capacity at ten different sites. PPAs signed, tariff restructuring.
- 100 MW and 2x100 MW gas fired in Jambi. Proposal submitted
- 110 MW captive power for Polysindo (owned by Texmaco) Semarang. Proposal submitted.
- 2x55 MW coal fired captive power for Aneka Tambang (nickel mining). PAA under negotiation

#### **Pakistan**

- 155 MW gas fired (low btu gasfield combined with pipeline quality gas). Under construction, expected commercial date September, 1998

#### **Hungary**

- A 130 MW cogeneration facility for Dunaferr (Steel Mill). Acquisition of operating facility with expansion project. Operating.

#### **Australia**

- 135 MW captive power for Western Mining . Proposal submitted- lost to utility pricing.
- Acquisition of Energy Equity Company (EEC) a publicly traded company with operating projects, oil and gas holdings in Australia, Indonesia and India. Feasibility analysis.

#### **Phillipines**

- 300 MW cogeneration at the Caltex refinery in Batangas. PPA signed.

#### **Thailand**

- Bid for acquiring 15% of EGCO (Electricity Generating Company) from EGAT (Electricity Generating Authority of Thailand). Short-listed; submitted final proposal.

#### **Bolivia**

- Acquisition of COBEE the only private owned power generation company in Bolivia, at the time. Operating, acquired by Cogentrix.

#### **Colombia**

- 700 MW Termobarquilla privatization. Proposal submitted with Westinghouse, project lost to ABB.

#### **Egypt**

- Joint Venture agreement with SAPESCO (Sahara Petroleum Services Company)

Business Development activities and relationships in Qatar, UAE, Egypt, Brazil, Saudi Arabia, Yemen and Syria

DONOVAN T. HIGHTOWER  
2855 CAMELOT WOODS DR.  
LAWRENCEVILLE, GA 30044  
770-381-7202

## PROFESSIONAL EXPERIENCE

Global Connection Inc. of America  
3957 Pleasantdale Rd.  
Atlanta GA 30340  
Title: Vice President

July 98 to Present

### Description

- § Responsible for managing a staff of twenty + employees
- § Participated and lead in the design and development of a 12 person call center, creating manuals and standard operating procedures
- § Signed and maintained contracts with 150+ authorized agents state wide, including a leading national grocery store chain, Kroger.
- § Developed and utilized successful forms of marketing, including radio circulation advertising, direct mailing, promotional events and other various forms of advertising.
- § Personally filed and was approved for certification from the Public Utilities Commission for Georgia, Kentucky, Tennessee, and Alabama.
- § Executed and maintained a resale agreement with BellSouth, serving as the direct representative for Global Connection.

South East Dental Care  
Presidential Pkwy  
Atlanta GA 30340  
Title: Sales and Marketing Director

August 97- July 98

### Description:

- § Sold PPO Dental coverage to consumers using various forms of marketing
- § Successfully recruited and trained sales representatives for the company
- § Responsible for the signing of several corporate accounts

Marriot Bay Point Resort  
Bay County, Florida  
Title: Banquet Supervisor

January 92- August 96

Description:

- § Responsible for all pre set up duties for banquets and corporate events
- § Responsible for the planning and preparation of various theme parties
- § Maintained inventory control

EDUCATION

Gulf Coast College, Bay County Florida  
Business Management Major, Honors List  
Competitive Local Exchange Carrier (CLEC) Certification  
Lens Application Certification

# Bassam Abdallah

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Phone 678-475-1193  
Fax 770-458-6773  
E-mail [bassama@globalc-inc.com](mailto:bassama@globalc-inc.com)

3425 Parkbrooke Lane  
Duluth, GA 30096

**Education**                      1977 – 1981                      Depaul University                      Chicago, IL  
▪ BS in Computer Science

**Professional experience**                      1999 - Current                      Global Connections Inc.                      Atlanta, GA  
**MIS Director**  
▪ Setup and design technical infrastructure  
▪ Managed the development of new company software incorporating the latest technology and system tools.  
▪ Investigating VOIP technologies and forging relationships with the forerunners of data IP networks.

1998 - 1998                      Delta Computer Solutions                      San Francisco, CA  
**Project Manager/Lead**  
▪ Managed a team of contracted programmers  
▪ Facilitated relations between the vendors and contractors  
▪ Supervised timeline and milestones to meet all projected deadlines

1989 – 1998                      Judicial Council of California                      San Francisco, CA  
**Data Analyst**  
▪ Analytical study and design of financial systems  
▪ Designed database for accounting and vendor system  
▪ Trained end users and maintained system maintenance

1982 – 1987                      Istisharat Technologies                      Beirut, Lebanon  
**Programmer**  
▪ Coded applications and modules in COBOL  
▪ On-site troubleshooting of software and quality assurance

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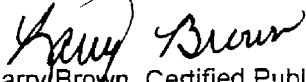
To The Board of Directors  
Global Connection, Inc. of America  
Atlanta, Georgia

I have reviewed the accompanying balance sheet of Global Connection Inc., of America as of the five month period ended May 31, 2000 and the related statements of income and retained earnings and cash flows for the interim period then ended in accordance with standards established by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Global Connection, Inc. of America.

A review consists principally of inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an examination in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, I do not express such an opinion.

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

My review was made for the purpose of expressing limited assurance that there are no material modifications that should be made to the financial statements in order for them to be in conformity with generally accepted accounting principles. The information included in the accompanying schedule of operating expenses is presented only for supplementary analysis purposes and has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and I am not aware of any material modifications that should be made to it.



Larry Brown, Certified Public Accountant  
September 29, 2000

**GLOBAL CONNECTION, INC. of AMERICA.**  
**BALANCE SHEET**  
**MAY 31, 2000**

ASSETS

CURRENT ASSETS

Cash	\$110,514
Accounts Receivable	344,442
Allowance for doubtful accounts	<u>(46,426)</u>
TOTAL CURRENT ASSETS	<u>\$408,530</u>

PLANT AND EQUIPMENT

Furniture, Fixtures and Equipment	\$16,333
Accumulated Depreciation	<u>(4,034)</u>
NET PLANT AND EQUIPMENT	<u>\$12,299</u>

OTHER ASSETS

Organizational Cost	\$120
Deposits	<u>15,000</u>
TOTAL OTHER ASSETS	<u>15,120</u>

TOTAL ASSETS **\$435,949**

LIABILITIES AND SHAREHOLDERS EQUITY

CURRENT LIABILITIES

Accounts Payable	\$216,986
Notes Payable	<u>64,100</u>

TOTAL CURRENT LIABILITIES **\$281,086**

OTHER LIABILITIES

Loans Payable Shareholder	<u>\$0</u>
TOTAL LIABILITIES	<u>281,086</u>

STOCKHOLDERS EQUITY

Common Stock	\$5,000
Retained Earnings	<u>149,863</u>

TOTAL STOCKHOLDERS EQUITY **\$154,863**

TOTAL LIABILITIES AND STOCKHOLDERS EQUITY **\$435,949**

"SEE ACCOUNTANTS' REVIEW REPORT AND NOTES TO FINANCIAL STATEMENTS"



**GLOBAL CONNECTION, INC. of AMERICA**  
**STATEMENT OF INCOME AND RETAINED EARNINGS**  
**FOR THE FIVE MONTH PERIOD ENDED MAY 31, 2000**

Income -Net Sales	\$1,170,263
Cost of Sales	750,807
Gross Profit	<u>419,456</u>
Operating Expense	<u>322,103</u>
INCOME FROM OPERATIONS	<b>97,353</b>
Retained Earnings- Beginning	<u>52,510</u>
Retained Earnings- Ending	<b><u>\$149,863</u></b>

"SEE ACCOUNTANTS' REVIEW REPORT AND NOTES TO FINANCIAL STATEMENTS"

**GLOBAL COMMUNICATION INC., of AMERICA**  
**STATEMENT OF CASH FLOWS**  
**FOR THE FIVE MONTH PERIOD ENDED MAY 31, 2000**

<b>CASH FLOWS FROM OPERATIONS</b>	
Net Earnings	\$97,353
Non Cash Items Included in Net Earnings	
Depreciation	1,900
Increase in Accounts Receivable	(83,073)
Increase in Accounts Payable	213,861
Increase in other assets	(14,985)
<b>NET CASH PROVIDED FROM OPERATING ACTIVITIES</b>	<b>215,056</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Increase in Notes Payable	39,900
Decrease in Loans to Shareholder	(151,610)
<b>NET CASH FLOWS FROM FINANCING ACTIVITIES</b>	<b>(111,710)</b>
<b>NET INCREASE IN CASH</b>	<b><u>103,346</u></b>
<b>CASH AND CASH EQUIVALENTS AT 1/1/00</b>	<b>7,168</b>
<b>CASH AND CASH EQUIVALENTS AT 5-31-00</b>	<b><u>\$110,514</u></b>

SEE ACCOUNTANTS' REVIEW REPORT AND NOTES TO FINANCIAL STATEMENTS"

**GLOBAL CONNECTION, INC. of AMERICA**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE FIVE MONTH PERIOD ENDED MAY 31, 2000**

**NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Company's Activities and Operating Cycle: Global Connection, Inc. of America is a Sub Chapter S type Corporation with a single shareholder. The Company is licensed by th Georgia Public Service Commission as a reseller of telecommunications services in the State of Georgia. The Company is also licensed in the States of Tennessee and Kentucky. The company provides credit in the normal course of business to its customers and performs ongoing credit evaluations of those customers. It maintains allowances for doubtful accounts based on factors surrounding the credit risk of specific customers, historical trends, and other information. The company began its operations in October 1998.

Income taxes. The corporation is organized as a subchapter S type corporation. The company files its tax returns on a cash basis without including accounts receivable and accounts payable. As a subchapter the corporation makes no provision for either Federal or State income taxes.

**NOTE-2 PLANT AND EQUIPMENT**

The Company depreciates its assets utilizing the straightline half year convention.

Office Furniture and Equipment:	
Office Furniture	\$13,060
Office Cubicles	735
Computers and Printers	2,538
Accumlated Depreciation	<u>(4,034)</u>
Net Plant and Equipment	<u>\$12,299</u>

**NOTE -3 RELATED PARTY TRANSACTIONS**

The Company's office space and computer equipment is leased from Sam Abdallah an ~~SEDC, Inc.~~ Mr. Sam Abdallah is Global Communication, Inc. of America's sole shareholder. Lease payments are \$4,000 per month. The lease period is from October 1, 1999 through September 30, 2002.

The following is a schedule of minimum lease payments required by the lease.

Year ended December 31, 2000 (seven months)	\$28,000
Year ended December 31, 2001	48,000
Year ended December 31, 2002 (nine months)	<u>36,000</u>
	<u>\$112,000</u>

**GLOBAL CONNECTION, INC. of AMERICA**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE FIVE MONTH PERIOD ENDED MAY 31, 2000**  
**CONTINUED**

Additional computer equipment is leased from SEDC, Inc. Lease payments are \$3,000 per month. The lease period is from January 1, 2000 through December 31, 2002.

The following is a schedule of minimum lease payments required by the lease.

Year ended December 31, 2000 (seven months)	\$21,000
Year ended December 31, 2001	36,000
Year ended December 31, 2002	<u>36,000</u>
	<b>\$93,000</b>

**NOTE -4 NOTES PAYABLE**

The company has a line of credit with Bank of America. Limit is \$50,000, rate is 11.5%

SCHEDULE A  
GLOBAL COMMUNICATION, INC. of AMERICA  
SCHEDULE OF OPERATING EXPENSES  
FOR THE FIVE MONTH PERIOD ENDED MAY 31, 2000

Accounting & Professional Fees	\$24,162
Advertising	12,604
Automotive	623
Bad Debt Expense	46,426
Bank Service Fees	1,208
Commissions	19,429
Contract Services	53,168
Depreciation	1,900
Dues & Subscriptions	1,250
Equipment Rentals	18,056
Insurance	2,227
Interest	1,000
Office Expenses	11,003
Postage	268
Printing	135
Seminars & Training	80
Rent	24,000
Repairs & Maintenance	3,208
Salaries & Wages	90,629
Taxes & Licenses	3,375
Telephone & Utilities	6,837
Travel	<u>515</u>
TOTAL OPERATING EXPENSES	<u>\$322,103</u>

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SCHEDULE A OPERATING EXPENSES	P. 7

# LARRY BROWN, C.P.A.

2900 Chamblee Tucker Road, Building 2

Atlanta, GA 30341

Phone 770-458-5910 Fax 404-241-9741

Member of:

American Institute of Certified Public Accountants

Georgia Society of Certified Public Accountants

G.S.C.P.A. Non for Profit Committee Member

To the Board of Directors  
Global Connection, Inc. of America  
Atlanta, Georgia

I have compiled the accompanying balance sheet of Global Connection, Inc. of America as of December 31, 1999, and the related statements of income and retained earnings and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.



Larry Brown, CPA  
September 27,

**GLOBAL CONNECTION, INC. of AMERICA.**  
**BALANCE SHEET**  
December 31, 1999

ASSETS

CURRENT ASSETS

Cash	\$7,168
Accounts Receivable	254,853
Allowance for doubtful accounts	<u>(39,910)</u>
TOTAL CURRENT ASSETS	<b>\$222,111</b>

PLANT AND EQUIPMENT

Furniture, Fixtures and Equipment	\$16,333
Accumulated Depreciation	<u>(2,134)</u>
NET PLANT AND EQUIPMENT	<b>\$14,199</b>

OTHER ASSETS

Organizational Cost	\$135
Deposits	<u>0</u>
TOTAL OTHER ASSETS	<b>135</b>

TOTAL ASSETS **\$236,445**

LIABILITIES AND SHAREHOLDERS EQUITY

CURRENT LIABILITIES

Accounts Payable	\$3,125
Notes Payable	<u>24,200</u>

TOTAL CURRENT LIABILITIES **\$27,325**

OTHER LIABILITIES

Loans Payable Shareholder	<u>\$151,610</u>
* TOTAL LIABILITIES	<b>178,935</b>

STOCKHOLDERS EQUITY

Common Stock	\$5,000
Retained Earnings	<u>52,519</u>

TOTAL STOCKHOLDERS EQUITY **\$57,519**

TOTAL LIABILITIES AND STOCKHOLDERS EQUITY **\$236,454**

"SEE ACCOUNTANTS' COMPILATION REPORT AND NOTES TO FINANCIAL STATEMENTS"



**GLOBAL CONNECTION, INC. of AMERICA**  
**STATEMENT OF INCOME AND RETAINED EARNINGS**  
**FOR THE YEAR ENDED DECEMBER 31, 1999**

Income -Net Sales	\$1,237,194
Cost of Sales	763,015
Gross Profit	<u>474,179</u>
Operating Expense	<u>381,039</u>
<b>INCOME FROM OPERATIONS</b>	<b>93,140</b>
Retained Earnings- Beginning	<u>(40,630)</u>
Retained Earnings- Ending	<b><u>\$52,510</u></b>

"SEE ACCOUNTANTS' COMPILATION REPORT AND NOTES TO FINANCIAL STATEMENTS"

**GLOBAL COMMUNICATION INC., of AMERICA**  
**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED DECEMBER 31, 1999**

<b>CASH FLOWS FROM OPERATIONS</b>	
Net Earnings	\$93,140
Non Cash Items Included in Net Earnings	
Depreciation	2,149
Increase in Accounts Receivable	(214,943)
Increase in Accounts Payable	3,125
Increase in other assets	135
<b>NET CASH PROVIDED FROM OPERATING ACTIVITIES</b>	<b>(116,394)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Increase in Notes Payable	24,200
Increase in Loans to Shareholder	<u>114,515</u>
<b>NET CASH FLOWS FROM FINANCING ACTIVITIES</b>	<b>138,715</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Increase in plant and equipment	<u>(16,333)</u>
<b>NET CASH FLOWS FROM INVESTING ACTIVITIES</b>	<b>(16,333)</b>
<b>NET INCREASE IN CASH</b>	<b><u>5,988</u></b>
<b>CASH AND CASH EQUIVALENTS AT 1-1-99</b>	<b>1,180</b>
<b>CASH AND CASH EQUIVALENTS AT 12-31-99</b>	<b><u>7,168</u></b>

SEE ACCOUNTANTS' COMPILATION REPORT AND NOTES TO FINANCIAL STATEMENTS'

**GLOBAL CONNECTION, INC. of AMERICA**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE FIVE MONTH PERIOD ENDED MAY 31, 2000**

**NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Company's Activities and Operating Cycle: Global Connection, Inc. of America is a Sub Chapter S type Corporation with a single shareholder. The Company is licensed by th Georgia Public Service Commission as a reseller of telecommunications services in the State of Georgia. The Company is also licensed in the States of Tennessee and Kentucky. The company provides credit in the normal course of business to its customers and performs ongoing credit evaluations of those customers. It maintains allowances for doubtful accounts based on factors surrounding the credit risk of specific customers, historical trends, and other information. The company began its operations in October 1998.

Income taxes. The corporation is organized as a subchapter S type corporation. The company files its tax returns on a cash basis without including accounts receivable and accounts payable. As a subchapter the corporation makes no provision for either Federal or State income taxes.

**NOTE-2 PLANT AND EQUIPMENT**

The Company depreciates its assets utilizing the straightline half year convention.

Office Furniture and Equipment:	
Office Furniture	\$13,060
Office Cubicles	735
Computers and Printers	2,538
Accumlated Depreciation	<u>(2,134)</u>
Net Plant and Equipment	<u>\$14,199</u>

**NOTE -3 RELATED PARTY TRANSACTIONS**

The Company's office space and computer equipment is leased from Sam Abdallah an SEDC, Inc. ( Mr. Sam Abdallah is Global Communication, Inc. of America's sole shareholder). Lease payments are \$4,000 per month. The lease period is from October 1, 1999 through September 30, 2002.

The following is a schedule of minimum lease payments required by the lease.

Year ended December 31, 2000	\$48,000
Year ended December 31, 2001	48,000
Year ended December 31, 2002 (nine months)	<u>36,000</u>
	<u>\$132,000</u>

**GLOBAL CONNECTION, INC. of AMERICA**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 1999**  
**CONTINUED**

Additional computer equipment is leased from SEDC, Inc. Lease payments are \$3,000 per month. The lease period is from January 1, 2000 through December 31, 2002.

The following is a schedule of minimum lease payments required by the lease.

Year ended December 31, 2000	\$36,000
Year ended December 31, 2001	36,000
Year ended December 31, 2002	<u>36,000</u>
	<b>\$108,000</b>

**NOTE -4 NOTES PAYABLE**

The company has a line of credit with Bank of America. Limit is \$50,000, rate is 11.5%

SCHEDULE A  
**GLOBAL COMMUNICATION, INC. of AMERICA**  
SCHEDULE OF OPERATING EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 1999

Accounting & Professional Fees	\$7,975
Advertising	8,920
Automotive	1,361
Bad Debt Expense	39,910
Bank Service Fees	3,198
Commissions	4,216
Contract Services	226,976
Depreciation	2,149
Dues & Subscriptions	2,663
Equipment Rentals	3,285
Insurance	1,136
Interest	0
Office Expenses	6,961
Postage	25
Printing	5,789
Seminars & Training	1,023
Rent	8,072
Repairs & Maintenance	1,468
Salaries & Wages	21,598
Taxes & Licenses	14,889
Telephone & Utilities	16,159
Travel	<u>3,266</u>
<b>TOTAL OPERATING EXPENSES</b>	<b><u>\$381,039</u></b>

Form 1120S

U.S. Income Tax Return for an S Corporation 1998

OMB No. 1545-0130 IRS use only - Do not write or staple in this space.

- Do not file this form unless the corporation has timely filed Form 2553 to elect to be an S corporation. See separate instructions.

For calendar year 1998, or tax year beginning 1998, ending 19

Header section containing: A Effective date of Election as an S Corporation (09/10/98), B New Business Code No. (541990), C Employer Identification Number (58-2393640), D Date Incorporated (05/15/98), E Total Assets (\$ 1,180), F Check applicable boxes (Initial return checked), G Enter number of shareholders.

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Main table with columns for Income (1a-6), Deductions (7-21), and Taxes and Payments (22-27). Includes sub-columns for 1a, 1c, 14a, 14b, 14c, 22a, 22b, 22c, 23a, 23b, 23c, 23d.

Please Sign Here. Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature and Preparer information section. Includes: Signature of Officer, Date (3-15-99), Title, Preparer's Signature, Preparer's Social Security Number (262-52-8560), Firm's Name (T W PIERCE), Address (P O Box 1181, NORCROSS GA), and ZIP Code (30091).

Schedule L Balance Sheets per Books	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
<b>Assets</b>				
1 Cash				1,180.
2a Trade notes and accounts receivable				
b Less allowance for bad debts				
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities				
6 Other current assets (attach schedule)				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach schedule)				
10a Buildings and other depreciable assets				
b Less accumulated depreciation				
11a Depletable assets				
b Less accumulated depletion				
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization				
14 Other assets (attach schedule)				
15 Total assets				1,180.
<b>Liabilities and Shareholders' Equity</b>				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (attach sch)				
19 Loans from shareholders				36,810.
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach schedule)				
22 Capital stock				5,000.
23 Additional paid-in capital				
24 Retained earnings				-40,630.
25 Adjustments to shareholders' equity (attach schedule)				
26 Less cost of treasury stock				
27 Total liabilities and shareholders' equity				1,180.

**Schedule M-1 Reconciliation of Income (Loss) per Books with Income (Loss) per Return** (You are not required to complete this schedule if the total assets on line 15, column (d), of Schedule L are less than \$25,000.)

1 Net income (loss) per books		5 Income recorded on books this year not included on Schedule K, lines 1 through 6 (itemize):	
2 Income included on Sch K, lines 1 through 6, not recorded on books this year (itemize):		a Tax-exempt interest \$	
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 11a, 15e, and 16b (itemize):		6 Deductions included on Schedule K, lines 1 through 11a, 15e, and 16b, not charged against book income this year (itemize):	
a Depreciation \$		a Depreciation \$	
b Travel and entertainment \$		7 Add lines 5 and 6	
4 Add lines 1 through 3		8 Income (loss) (Schedule K, ln 23). Ln 4 less ln 7	

**Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed** (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1 Balance at beginning of tax year			
2 Ordinary income from page 1, line 21			
3 Other additions			
4 Loss from page 1, line 21	40,630.		
5 Other reductions			
6 Combine lines 1 through 5	-40,630.		
7 Distributions other than dividend distributions			
8 Balance at end of tax year. Subtract line 7 from line 6	-40,630.		

**TITLE PAGE**

**FLORIDA LOCAL EXCHANGE SERVICES TARIFF**

**OF**

**GLOBAL CONNECTION, INC. OF AMERICA**

This tariff, filed with the  
Florida Public Service Commission,  
Contains the rates, terms, and conditions applicable to Local Exchange  
Services within the State of Florida offered by Global Connection, Inc. of  
America

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Issued: 1/18/2000

Effective:

Issued by: DONOVAN HIGHTOWER, Vice President  
3957 Pleasantdale Road  
Atlanta, GA 30340



### Check Sheet

Sheets 1 through 23, inclusive of this tariff are effective as the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Sheet</u>	<u>Revision Level</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original

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Issued: 1/18/2000

Effective:

Issued by: DONOVAN HIGHTOWER, Vice President  
3957 Pleasantdale Road  
Atlanta, GA 30340

**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

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Issued: 1/18/2000

Effective:

Issued by: DONOVAN HIGHTOWER, Vice President  
3957 Pleasantdale Road  
Atlanta, GA 30340

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Section 2 – Rules and Regulations .....	9
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Section 4 – Rates.....	20
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Issued: 1/18/2000

Effective:

Issued by: DONOVAN HIGHTOWER, Vice President  
3957 Pleasantdale Road  
Atlanta, GA 30340

## SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D – Delete or discontinue.
- I – Change resulting in an increase to a customer's bill.
- M - Moved from another tariff locations.
- N - New
- R - Change resulting in a reduction to a customer's bill
- T - Change in text or regulation.

## **APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the furnishing of intrastate common carrier communication service by Global Connection, Inc. of America within the State of Florida.

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Issued: 1/18/2000

Effective:

Issued by: DONOVAN HIGHTOWER, Vice President  
3957 Pleasantdale Road  
Atlanta, GA 30340

## TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the MPSC. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised sheet 14. Because of various suspension periods, deferrals, etc. the sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets – When a tariff filing is made with the MPSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the MPSC.

## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** – An arrangement which connects the customer’s location to a Global Connections switching center or point of presence.

**Authorized User** – A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier’s service.

**Carrier or Company** – Whenever used in this tariff, “Carrier,” “Company,” or “Global Connections” refers to Global Connections Inc. unless otherwise specified or clearly indicated by the context.

**Commission** – The Florida Public Service Commission.

**Customer** – The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company’s tariff.

**GCIA** – Used through this tariff to mean Global Connection, Inc. of America unless clearly indicated otherwise by the text.

**LEC** – Local Exchange Company

**Local Exchange Services** – Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

**Resold Local Exchange Service** – A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers.

**FPSC** – Florida Public Service Commission.

## SECTION 2 – RULES AND REGULATIONS

### 2.1 Undertaking of GCIA

GCIA services offered pursuant to this Tariff are furnished for Local Exchange Service among specified points with a Local Calling Area.

The Company's services are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

### 2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

2.2.2 GCIA reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish Connections.

2.2.4 All facilities provided under this tariff are directly controlled by GCIA, and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.



## SECTION 2 – RULES AND REGULATIONS, CONT.

### 2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

### 2.4 Liabilities of the Company

- 2.4.1 GCIA liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used

## SECTION 2 – RULES AND REGULATIONS, CONT.

### 2.4 Liabilities of Company, cont.

by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service, which is not the direct result of the Company's negligence.

### 2.5 Deposits

The Company does not require a deposit from the Customer.

### 2.6 Payment for Service

2.6.1 The customer is responsible for all charges for services and equipment furnished to the Customer or to an authorized user of the Customer by GCIA. All charges due by the Customer are payable to GCIA or to GCIA's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, including the commission.

2.6.2 Customer must prepay each month for all services rendered. The customer must prepay the applicable installation charge and the first months local exchange service charge before service begins. In each subsequent month the customer will be sent invoice by the US postal service no later than the 25<sup>th</sup> of each month. The invoice will be due by the 5<sup>th</sup> day of the following month. If payment is not received by the 10<sup>th</sup> of the month, a suspension notice will be sent and service will be terminated by the 25<sup>th</sup> of the month.

---

Issued: 1/18/2000

Effective:

Issued by: DONOVAN HIGHTOWER, Vice President  
3957 Pleasantdale Road  
Atlanta, GA 30340

## SECTION 2 – RULES AND REGULATIONS, CONT.

### 2.6 Payment of Service, cont.

2.6.3 If service is suspended and the customer restores service, the customer is required to pay a \$20.00 restoration fee and any remaining balance.

2.6.4 If service is disconnected and the customer reinstates service, the customer is required to pay a \$30.00 reconnections fee and any remaining balance.

### 2.7 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax and FCC charges) are listed as separate line items and are not included in the quoted rates.

### 2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

### 2.9 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The agreement will determine terms and conditions of installation, termination of service, and conditions of installation, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

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## **SECTION 2 – RULES AND REGULATIONS, CONT.**

### **2.10 Other Rules**

2.10.1 Company reserves the right to refuse to process Credit Card or Calling Card billed calls when authorization for use of the card cannot be validated.

2.10.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Florida Public Service Commission.

### **2.11 Cancellation by the Customer**

When a customer desires to have his service terminated, he must notify Global Connections, either orally or in writing.

### **2.12 InterConnections**

Service furnished by GCIA may be connected with the services or facilities of other carriers or enhanced service providers. The customer is responsible for all charges billed by these entities for use in Connections with GCIA's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the customer. Neither the Company nor any interconnections carrier participation in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

### **2.13 Refusal or Discontinuance by Company**

GCIA may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days written notice to comply with any rule or remedy any deficiency:

- (a) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.

**SECTION 2 – RULES AND REGULATIONS, CONT.**

- (b) For use of telephone service for any other property or purpose than that described in the application.
- (c) For neglect or refusal to provide reasonable access to GCIA or its agents for the purpose of inspection and maintenance of equipment owned by GCIA and its agents.
- (d) For noncompliance with or violation of Commission regulation or GCIA's rules and regulations on file with the Commission, provided five days' written notice is given before termination.
- (e) For nonpayment of bills, provided that suspension or termination of service shall not be made without fifteen days written notice to the customer.
- (f) Without notice in the event of customer or authorized user use of equipment in such a manner as to adversely affect GCIA's equipment or service to others.
- (g) Without notice in the event of tampering with the equipment or services owned by GCIA or its agents.
- (h) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, GCIA may before restoring service, require the customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (i) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.
- (j) For extended periods of inactivity.

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**SECTION 2 – RULES AND REGULATIONS, CONT.**

**2.14 Interruption of Service, cont.**

Credit allowances for interruptions of services which are to due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of the long distance network via local exchange company access.

**2.15 Restoration of Service**

The use and restoration of service shall be in accordance with the rules and regulations of the Florida Public Service Commission.

**2.16 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the company, provided the promotions are approved by the Commission. From time to time, the Company may waive all processing fees for a Customer.

## **SECTION 2 – RULES AND REGULATIONS, CONT.**

### **2.18 Inspection, Testing, and Adjustment**

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

### **2.19 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

### **2.20 Late Fee**

A late fee of 1.5% monthly will be charged on any past due balances beginning 30 days from the mailing date of the bill.

### **2.21 Return Check Charges**

The Company's return check charge is consistent with applicable state law.

### **2.22 ReConnections Charge**

A reconnections fee of \$30.00 per occurrence, per line is charged when service is re-established for customers who have been disconnected for non-payment.



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## SECTION 2 – RULES AND REGULATIONS, CONT.

### 2.23 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

### 2.24 Access to Carrier of Choice

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider (IC) of their choice. The IC should request confirmation/verifications of choice from its customers no later than the date of submission of its first bill to the customer. Ics should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

### 2.25 Directory listings

- 2.25.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 2.25.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to use of telephone service.
- 2.25.3 In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in the directories.

**SECTION 2 – RULES AND REGULATIONS, CONT.**

**2.26 911 Service**

The Company provides 911 service for emergency calling at no charge. This service is provided via the underlying carrier's network.

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## SECTION 3 – DESCRIPTION OF SERVICE

### **3.1 Product Descriptions**

#### **3.1.1 Product Description Generally**

GCIA will resell all of the underlying carrier's available features and services for residential customers that are eligible for resale limitation.

## SECTION 4 – RATES

### 4.1 Global Connections Rates

#### 4.1.1 Local Exchange Service

GCIA offers local exchange service on a pre-paid, flat rate only.

#### 4.1.2 Installation Charges

Installation (one time fee)	\$ 30.00
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#### 4.1.3 Service Rates

Basic service	\$ 45.00
Restoration Fee	\$ 20.00

#### 4.1.4 Optional Services

Caller ID Deluxe	\$ 15.00
Call Waiting	\$ 5.00
Call Return	\$ 5.00
Call Forwarding	\$ 5.00
3 Way Calling	\$ 5.00
Call Block	\$ 5.00
Ring Master	\$ 10.00
Repeat Dialing	\$ 5.00
Call Selector	\$ 5.00
Unpublished Number	\$ 5.00

Preferred Choice	\$ 63.50
Basic Service, Memory Call, Call Waiting	

Premiere Choice	\$68.50
Basic Service	
Call Waiting, Caller ID Deluxe	
Call Return, Call Forwarding	
3 Way Calling, Call Block,	

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Repeat Dial, Call Selector

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## SECTION 5 – SPECIAL SERVICE ARRANGEMENTS

### 5.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for service not generally available under this tariff. Individual case basis (ICB) rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

## **SECTION 6 -- SERVICE AREA**

### **6.1 Service Area**

GCIA will serve all areas of Florida which are serviced by Bellsouth and Alltel.