

NEWTON M. GALLOWAY & ASSOCIATES
ATTORNEYS AT LAW

SUITE 400 FIRST UNION TOWER ■ 100 SOUTH HILL STREET ■ GRIFFIN, GEORGIA 30224 ■ (770) 233-6230 ■ FACSIMILE (770) 233-6231

NEWTON M. GALLOWAY
DEAN R. FUCHS

June 27, 2000

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Attention: Blanca S. Bayo

Re: Global Telelink Services, Inc.
Application for Interexchange and Local Exchange authority

000786-TI

Check received with amount and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to RAR with proof of deposit.
Initials of person who forwarded check
[Signature]

Dear Ms. Bayo:

Enclosed please find the original and six copies of the Application Form for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida, and check in the amount of \$250 representing the filing fee for the application. Also enclosed please find a copy of the application with the request that you stamp-file same and return to us in the enclosed, self-addressed stamped envelope.

We are claiming confidentiality as to Exhibit "C" of the Application, and you will find that information sealed and enclosed herewith.

Should you have any questions, please do not hesitate to contact me at the above number. Your assistance is appreciated.

Sincerely,

NEWTON M. GALLOWAY & ASSOCIATES

[Signature]
Newton M. Galloway

This claim of confidentiality was filed by or on behalf of a "telco" for Confidential DN 07909-00. The document is in locked storage pending advice on handling. To access the material, your name must be on the CASR. If undocketed, your division director must obtain written EXD/Tech permission before you can access it.

NMG:sjp
Enclosures

82 8 AM 8 28 00
Application
DOCUMENT NUMBER-DATE
07908 JUN 29 8
FPSC-RECORDS/REPORTING

Confidential
DOCUMENT NUMBER-DATE
07909 JUN 29 8
FPSC-RECORDS/REPORTING

NEWTON M. GALLOWAY & ASSOCIATES
ATTORNEYS AT LAW

SUITE 400 FIRST UNION TOWER ■ 100 SOUTH HILL STREET ■ GRIFFIN, GEORGIA 30224 ■ (770) 233-6230 ■ FACSIMILE (770) 233-6231

NEWTON M. GALLOWAY
DEAN R. FUCHS

June 27, 2000

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

DEPOSIT DATE
D 3 17 JUN 30 2000

Attention: Blanca S. Bayo

000786-TI

Re: Global Telelink Services, Inc.

Application for Interexchange and Local Exchange authority

Dear Ms. Bayo:

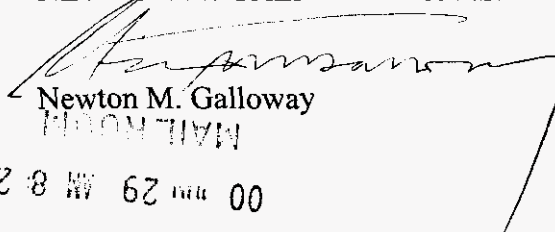
Enclosed please find the original and six copies of the Application Form for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida, and check in the amount of \$250 representing the filing fee for the application. Also enclosed please find a copy of the application with the request that you stamp-file same and return to us in the enclosed, self-addressed stamped envelope.

We are claiming confidentiality as to Exhibit "C" of the Application, and you will find that information sealed and enclosed herewith.

Should you have any questions, please do not hesitate to contact me at the above number. Your assistance is appreciated.

Sincerely,

NEWTON M. GALLOWAY & ASSOCIATES


Newton M. Galloway

NMG:sjp
Enclosures

MAILED
JUN 29 AM 8 23

NEWTON M. GALLOWAY & ASSOCIATES
ATTORNEYS AT LAW
SUITE 400 FIRST UNION TOWER
100 SOUTH HILL STREET
GRIFFIN, GEORGIA 30224

ORIGINAL

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

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

Application Form for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida

000786-TT

Instructions

- ◆ This form is used as an application for an original certificate and for approval of 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 Appendix A).
- ◆ 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**

Note: No filing fee is required for an assignment or transfer of an existing certificate to another certificated company.

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

**Florida Public Service Commission
Division of Telecommunications
Bureau of Certification and Service Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

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

Original certificate (new company).

Approval of transfer of existing certificate:
Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

Approval of assignment of existing certificate:
Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

Approval 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 TELELINK SERVICES, INC.

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

GLOBAL TELELINK SERVICES, INC.

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

6600 Peachtree Dunwoody Road

600 Embassy Row - Suite 480

Atlanta, Georgia 30328

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

C T Corporation System - 1200 South Pine Island Road

Plantation, Florida 33324

6. Select type of business your company will be conducting \checkmark (check all that apply):

- Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

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

8. If individual, provide:

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

(a) **The Florida Secretary of State Corporate Registration number:**

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

See Exhibit "A" attached hereto.

(a) **The Florida Secretary of State Corporate Registration number:**

_____ F00000001290 _____

11. **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:** _____

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

(a) **The Florida Secretary of State registration number:** _____

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. **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: _____

15. Provide **F.E.I. Number** (if applicable): 58-2420415

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
() Yes () No

(b) If not, who will bill for your services?

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

(c) How is this information provided?

Applicant will provide its own billing services.

17. Who will receive the bills for your service?

() Residential Customers
() PATs providers
() Hotels & motels

() Business Customers
() PATs station end-users
() Hotel & motel guests

() Universities () Universities dormitory residents
() Other: (specify) _____

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

(a) The application:

Name: Mr. Newton M. Galloway

Title: Attorney at Law

Address: 100 South Hill Street, Suite 400, First Union Tower

City/State/Zip: Griffin, Georgia 30224

Telephone No.: 770-233-6230 Fax No.: 770-233-6231

Internet E-Mail Address: NMGalloway@Mindspring.com

Internet Website Address: _____

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

Name: Mr. Robert Smith

Title: Executive Vice-President

Address: 6600 Peachtree-Dunwoody Road, 600 Embassy Row - Suite 480

City/State/Zip: Atlanta, Georgia 30328

Telephone No.: 770-933-0022 Fax No.: 770-933-0570

Internet E-Mail Address: _____

Internet Website Address: www.gtsvoip.com

(c) Complaints/Inquiries from customers:

Name: Robert Smith

Title: Executive Vice-President

Address: 6600 Peachtree-Dunwoody Road, 600 Embassy Row-Suite 480

City/State/Zip: Atlanta, Georgia 30328

Telephone No.: 770-933-0022 **Fax No.:** 770-933-0570

Internet E-Mail Address: _____

Internet Website Address: www.gtsvoip.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

Applicant is certified to provide facilities based
interexchange communications services in Georgia.

(b) has applications pending to be certificated as an interexchange telecommunications company.

Alabama.

(c) is certificated to operate as an interexchange telecommunications company.

Georgia.

(d) has been denied authority to operate as an interexchange telecommunications 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.

No

20. 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. If so, please explain.

N/A

- (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.

N/A

21. The applicant will provide the following interexchange carrier services (check all that apply):

a. **MTS with distance sensitive per minute rates**

- _____ Method of access is FGA
- _____ Method of access is FGB
- _____ Method of access is FGD
- XX_____ Method of access is 800

b. _____ **MTS with route specific rates per minute**

- _____ Method of access is FGA
- _____ Method of access is FGB
- _____ Method of access is FGD
- _____ Method of access is 800

c. XX_____ **MTS with statewide flat rates per minute (i.e. not distance sensitive)**

- _____ Method of access is FGA
- _____ Method of access is FGB
- _____ Method of access is FGD
- XX_____ Method of access is 800

d. _____ **MTS for pay telephone service providers**

e. _____ **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f. _____ **800 service (toll free)**

g. _____ **WATS type service (bulk or volume discount)**

- _____ Method of access is via dedicated facilities
- _____ Method of access is via switched facilities

h. XX_____ **Private line services (Channel Services)
(For ex. 1.544 mbs., DS-3, etc.)**

i. _____ **Travel service**

- _____ Method of access is 950
- _____ Method of access is 800

j. _____ **900 service**

k. XX_____ **Operator services**

- Available to presubscribed customers
- Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals).
- Available to inmates

i. Services included are:

- Station assistance
- Person-to-person assistance
- Directory assistance
- Operator verify and interrupt
- Conference calling

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Exhibit "B"

23. Submit the following:

A. 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.

See Exhibit "C"

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

B. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

See Exhibit "C"

C. 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.

See Exhibit "C"

**** 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 its 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:

Signature

Executive Vice-President

Title

Address: 6600 Peachtree-Dunwoody Road
600 Embassy Row - Suite 480
Atlanta, Georgia 30328

Date

770-933-0022

Telephone No.

770-933-0570

Fax No.

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

N/A - Original Application

I, (Name) _____

(Title) _____ of

(Name of Company)

and current holder of Florida Public Service Commission Certificate Number

_____, have reviewed this application and join in the
petitioner's request for a:

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature Date

Title Telephone No.

Address: _____
Fax No.


CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be provided in one of the following ways (applicant, please check one):

- () The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.
(The bond must accompany the application.)

UTILITY OFFICIAL:

	<u>4/28/2000</u>
Signature	Date
<u>Executive Vice-President</u>	<u>770-933-0022</u>
Title	Telephone No.
<u>Address: 6600 Peachtree-Dunwoody Road</u> <u>600 Embassy Row - Suite 480</u> <u>Atlanta, Georgia 30328</u>	<u>770-933-0570</u>
	Fax No.

CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** () or **has not** (xx) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

a) What services have been provided and when did these services begin?

b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:

Signature

Executive Vice-President

Title

Address: 6600 Peachtree-Dunwoody Road
600 Embassy Row - Suite 480
Atlanta, Georgia 30328

Date

770-933-0022

Telephone No.

770-933-0570

Fax No.

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:

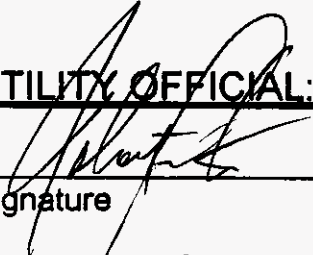
	<u>4/28/2000</u>
Signature	Date
<u>Executive Vice-President</u>	<u>770-933-0022</u>
Title	Telephone No.
Address: <u>6600 Peachtree-Dunwoody Road</u>	<u>770-933-0570</u>
<u>600 Embassy Row - Suite 480</u>	Fax No.
<u>Atlanta, Georgia 30328</u>	

EXHIBIT "A"

Authority to Operate in the State of Florida



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

March 9, 2000

NEWTON M. GALLOWAY
NEWTON M. GALLOWAY & ASSOCIATES
100 S. HILL ST., STE 400 FIRST UNION TWR
GRIFFIN, GA 30224

Qualification documents for GLOBAL TELELINK SERVICES, INC. were filed on March 6, 2000 and assigned document number F00000001290. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

The certification you requested is enclosed.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Foreign Qualification/Tax Lien Section.

Diane Cushing
Corporate Specialist
Division of Corporations

Letter Number: 000A00013191

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 000390549
CONTROL NUMBER : K836041
DATE INC/AUTH/FILED: 10/01/1998
JURISDICTION : GEORGIA
PRINT DATE : 02/08/2000
FORM NUMBER : 215

NEWTON M. GALLOWAY & ASSOCIATES
SUSAN PLECHAT
100 SOUTH HILL ST STE 400
GRIFFIN, GA 30224

CERTIFIED COPY

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that the attached documents are true and correct copies of documents filed under the name of

GLOBAL TELELINK SERVICES, INC.
A DOMESTIC PROFIT CORPORATION

Said entity was formed in the jurisdiction set forth above and has filed in the Office of Secretary of State on the date set forth above its certificate of limited partnership, articles of incorporation, articles of association, articles of organization or application for certificate of authority to transact business in Georgia.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence of the existence or nonexistence of the facts stated herein.



A handwritten signature in black ink, appearing to read 'Cathy Cox', is written over the printed name.

Cathy Cox
Secretary of State

Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9636041
EFFECTIVE DATE: 10/01/1998
COUNTY: BIEJ
REFERENCE: 0045
PRINT DATE: 10/01/1998
FORM NUMBER: 311

WENDELL L. BOWDEN
P. O. BOX 1606
MACON, GA 312021606

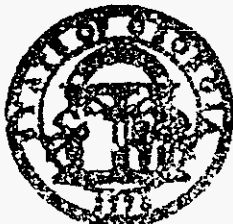
CERTIFICATE OF INCORPORATION

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

GLOBAL TELELINK SERVICES, INC.
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Lewis A. Massey

Lewis A. Massey
Secretary of State

ARTICLES OF INCORPORATION
OF
GLOBAL TELELINK SERVICES, INC.

1.

The name of the corporation shall be GLOBAL TELELINK SERVICES, INC.

2.

The purpose of the corporation shall be to engage in the business of providing long-distance networking services for wholesale and retail telephone sales, processing domestic and international phone calls over the internet, providing a locator system using a global positioning system, and providing meter reading services.

3.

The corporation is hereby authorized to issue 10,000,000 shares with \$1.00 par value.

4.

The registered agent of the corporation will be C. BROWN EDWARDS, JR., 240 Third Street, Macon, Georgia 31201, and the registered office of the corporation will be at the same address.

5.

The incorporator is Wendell L. Bowden, address P. O. Box 1606, Macon, Georgia 31202-1606.

6.

The mailing address of the initial principal office of the corporation will be P. O. Box 993, Emerson, Georgia 30137.

GLOBAL TELELINK SERVICES, INC.

BY:


WENDELL L. BOWDEN, Incorporator

RECORDED & INDEXED
1 19 12 AM '93
DSN (4)


AUTHORIZATION

Re: Name Reservation - 962580277

GLOBAL TELELINK SERVICES, INC.

I, **JOE JAMES** hereby authorize **WENDELL L. BOWDEN** of P. O. BOX 1606, Macon, Georgia, as attorney for Global Telelink Services, Inc. to sign as organizer and use the name Global Telelink Services, Inc. in the incorporation of said company.

This 23 day of September, 1998.



SECRETARY OF STATE
Oct 1 10 12 AM '98
BSR (4)



OFFICE OF SECRETARY OF STATE
 CORPORATIONS DIVISION
 315 West Tower, 2 Martin Luther King Jr. Drive
 Atlanta, Georgia 30334-1880
 (404) 652-2817

CATHY COX
 Assistant Secretary of State -
 Operations

WARREN H. HANKS
 Director

TRANSMITTAL INFORMATION
 NEW GEORGIA PROFIT OR NONPROFIT CORPORATIONS

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

KEY # 982580277 12/14/1998
 Corp Code 311
 Co Filed 10-1-98
 Jurisdiction (County) Code 01
 Applicant US

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM.

982580277 12/14/1998
 Corporate Name Reservation Number Reservation Expiration Date
GLOBAL TELELINK SERVICES, INC.
 Corporate Name
WENDELL L. BOWDEN (912) 749-1700
 Applicant Attorney Telephone Number
P. O. Box 1606
 Address
Macon GA 31202-1606
 City State Zip Code

1. NOTICE: THIS FORM DOES NOT REPLACE THE ARTICLES OF INCORPORATION. MAIL OR DELIVER DOCUMENTS AND THE SECRETARY OF STATE FILING FEE TO THE ABOVE ADDRESS. DOCUMENTS SHOULD BE SUBMITTED IN THE FOLLOWING ORDER. (A COVER LETTER IS NOT REQUIRED.)

1. This Transmittal Form.
2. The original and one copy of the Articles of Incorporation.
3. A filing fee of \$80.00 payable to Secretary of State. Filing fees are non-refundable.

NOTE: DO NOT submit this form if you are changing the name of an existing corporation.

I understand that the information on this form will be entered in the Secretary of State business registration database. I certify that a Notice of Incorporation or a Notice of Intent to incorporate with a publishing fee of \$40.00 has been or will be mailed or delivered to the authorized newspaper as required by law.

Wendell L. Bowden
 Authorized Signature

Date

Registered agent, officer, entity detail information is available on the Internet. VISIT US ON THE INTERNET AT THE ADDRESS / URL ON THE FRONT.

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by GLOBAL TELELINK SERVICES, INC., a Georgia corporation, authorized to transact business within the State of Florida on March 6, 2000 as shown by the records of this office.

The document number of this corporation is F00000001290.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Ninth day of March, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

TRANSMITTAL LETTER

To: Qualification/Tax Lien Section
Division of Corporations

SUBJECT: Global TeleLink Services, Inc.

(Name of corporation - must include suffix)

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida", "Certificate of Existence", and check are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Newton M. Galloway

(Name of Person)

Newton M. Galloway & Associates

(Firm/Company)

100 South Hill Street
Suite 400 - First Union Tower

(Address)

Griffin, Georgia 30224

(City/State/Zip)

Should you need to call someone concerning this matter, please call:

Dean R. Fuchs at (770) 233-6230
(Name of Person) (Area Code & Daytime Telephone Number)

STREET ADDRESS:

Qualification/Tax Lien Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

MAILING ADDRESS:

Qualification/Tax Lien Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Enclosed is a check for the following amount:

- \$70.00 Filing Fee
- \$78.75 Filing Fee & Certificate of Status
- \$78.75 Filing Fee & Certified Copy
- \$87.50 Filing Fee, Certificate of Status & Certified Copy

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. Global TeleLink Services, Inc.
(Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Georgia 3. 58-2420415
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. October 1, 1998 5. Perpetual
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. Business to commence upon approval of Application
(Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

7. 252 Village Parkway
Marietta, Georgia 30068
(Current mailing address)

8. Provide telecommunication or related services
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)

Name: CT Corporation System

Office Address: 1200 South Pine Island Road

Plantation, Florida, 33324
(Broward County) (Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

JENNIFER F AULTMAN
(Registered agent's signature)

**JENNIFER F AULTMAN
ASSISTANT SECRETARY**

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors: (Street address ONLY - P.O. Box NOT acceptable)

A. DIRECTORS (Street address only - P.O. Box NOT acceptable)

Chairman: Jewett Tucker

Address: 252 Village Parkway
Marietta, Georgia 30068

Vice Chairman: Robert Smith

Address: 252 Village Parkway
Marietta, Georgia 30068

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS (Street address only - P.O. Box NOT acceptable)

President: Jewett Tucker

Address: 252 Village Parkway
Marietta, Georgia 30067

Vice President: Robert Smith

Address: 252 Village Parkway
Marietta, Georgia 30067

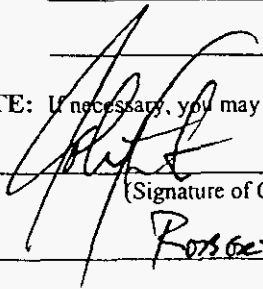
Secretary: _____

Address: _____

Treasurer: _____

Address: _____

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13.  _____
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Robert Smith _____
(Typed or printed name and capacity of person signing application)

EXHIBIT "B"

Tariff

Global TeleLink Services, Inc.
6600 Peachtree-Dunwoody Road
600 Embassy Row-Suite 480
Atlanta, Georgia 30328

Florida PSC Tariff No. 1

Original page 1

Issued: June 26, 2000

Effective: _____

Issued by: Robert Smith, Executive Vice President
Global TeleLink Services, Inc.
6600 Peachtree-Dunwoody Road
600 Embassy Row-Suite 480
Atlanta, Georgia 30328

Global TeleLink Services, Inc.
6600 Peachtree-Dunwoody Road
600 Embassy Row-Suite 480
Atlanta, Georgia 30328

Florida PSC Tariff No. 1

Original page 2

TITLE SHEET

Interexchange Facilities-Based and Resold Telecommunications Services

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Global Telelink Services, Inc., with principal offices at 6600 Peachtree-Dunwoody Road, 600 Embassy Row-Suite 480, Atlanta, Georgia 30328. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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CHECK LIST

The pages of this Tariff are effective as of the date shown at the bottom of the respective page(s) Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Page No.</u>	<u>Revision</u>	<u>Page No.</u>	<u>Revision</u>
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SYMBOLS USED IN THIS TARIFF

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.

C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

- 2.1.
- 2.1.1.
- 2.1.1.1.1.
- 2.1.1.1.1.(A).

D. Check Lists - When a tariff filing is made with the Commission, an undated check list accompanies the tariff filing. The check list sets forth the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check list is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check list if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check list to find out if a particular page is the most current on file with the Commission.

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SECTION 1

TECHNICAL TERMS AND ABBREVIATIONS

Access Line: An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Asymmetrical: High Speed Digital Connection Services in which the data rates to and from the End-User's Premises may differ.

Authorization Code: A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User: A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI): A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Bit: The smallest unit of information in the binary system of notation.

Carrier: Global TeleLink Services, Inc. ("Global") the issuer of this tariff.

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Company: Global TeleLink Services, Inc. ("Global") the issuer of this tariff.

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

Customer Premises: A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment: Terminal equipment provided by the Customer.

Commission: The Florida Public Service Commission, the regulating entity within the State of Florida.

Day: The hours from seven o'clock a.m. to five o'clock p.m.

End Office: The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End-User Premises: A location designated by the Customer for the purposes of connecting to the Company's services.

Evening: The hours from five o'clock p.m. to eleven o'clock p.m.

GB: Gigabytes, denotes billions of bytes.

GBps: Gigabytes per second, denotes billions of bytes per second.

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

High Speed Digital Connection Service: Any data service offered by the Company herein or any combination of such services.

Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer and at the Company's sole discretion.

Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Kbps: Kilobits per second, denotes thousands of bits per second.

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

LEC: Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company, e.g., BellSouth Telecommunications, Inc.-Florida.

Measured Charge: A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Month-to-Month: Services ordered by the Customer and provided by the Company with no agreed fixed term of months.

Mbps: Megabits per second, denotes millions of bits per second.

Message Toll Service: A service that provided facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this tariff. The rates specified in this tariff are in payment for all services furnished between the calling and called stations.

MOU: Minutes of Use

Night/Weekend: The hours from eleven o'clock p.m. to seven o'clock a.m.

Node: Any Company or Customer location that is capable of performing Multiplexing.

OC-n: Optical Carrier-n. A SONET optical signal transmitted at rates of $n \times 51.840$ Mbps. OC-3 = 155.52 Mbps, OC-12 = 622 Mbps.

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SECTION 1

TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Port: An equipment system or subsystem set aside for the sole use of a specific Customer.

Recurring Charges: Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service: Any means of service offered herein or any combination thereof.

Service Order Form: The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Station: The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Synchronous Optical Network (SONET): A set of international standards for fiber based transmission systems. SONET defines standard optical carrier transmission rates and utilizes a modular multiplexing signal approach based on the application of Synchronous Transport Signals.

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term Agreement: An agreement between the Company and the Customer for a fixed term of months.

Terminal Equipment: Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Transmission Speed: Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

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SECTION 2

RULES AND REGULATIONS

2.1. Application of Tariff/Undertaking of the Company

- 2.1.1. This tariff sets forth intrastate rates and rules applicable to the provision by Global TeleLink Services, Inc. ("Global" or "Company") of facilities-based, intrastate, interexchange voice and high speed data transmission services and resold voice and data services within the State of Florida. Global's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- 2.1.2. The rates, rules, terms, and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- 2.1.3. Some of Global's data services are provided through the company's own facilities, as well as those leased from the incumbent local exchange carrier. Global's voice services will involve the resale of the Message Toll Services (MTS) of underlying common carriers.
- 2.1.4. The rates and regulations contained in this Tariff apply only to the services furnished by Global and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.5. The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Carrier.

2.2. Use of Services

- 2.2.1. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.3. Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.2.4. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.5. Customer's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

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2.3. Application for Services

- 2.3.1. A Customer desiring to obtain Service must complete a Service Order Form provided by Company.
- 2.3.2. Cancellation of Application for Service: Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.
- 2.3.3. Cancellation of Service: The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a Term Agreement

2.4 Assignment or Transfer

- 2.4.1. All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

2.5. Contracts

- 2.5.1. Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. (See also Rate Schedule and Section 2.12.) The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date.

2.6. Deposits

- 2.6.1. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- 2.6.2. A deposit may not exceed the actual or estimated rates and charges for the service for a one-month period in advance. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.

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2.6. Deposits (cont' d)

- 2.6.3. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of the service to the Customer.
- 2.6.4. In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company. Deposits held will accrue interest at a rate specified by the Commission or at the rate of seven (7) per annum, if the Commission has not specified a rate.
- 2.6.5. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

2.7. Notices

- 2.7.1. Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service; postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give the Company shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Company at the address provided in the most recently revised tariff pages.

2.8. Billing and Payment

- 2.8.1. The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) a paper format bill summary with a magnetic tape to provide the detailed information of the bill, 3) magnetic tape only, 4) computer disc, or 5) via electronic transmission. The Company shall bill for all services provided during the designated billing period. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- 2.8.2. The Company shall bill for all services rendered in accordance with any applicable state statute or rule and/or regulation of the Commission, provided that in the absence of such statute or regulation specifying a shorter time, the company shall bill for all services rendered within 180 days of the dates during which service is used.

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2.8 Billing and Payment (cont'd)

- 2.8.3. Payment for bills is due on the due date indicated on the bill. If any portion of the payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be one and a half percent per month. The late factor will be applied for the number of days from the payment due date to and including the date that the customer actually makes the payment to the Company.
- 2.8.4. The Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services rendered by the Company. Such taxes shall be separately stated on the Customer's invoice.
- 2.8.5. Advance Payments. Pursuant to Rule 25-24.490(3), (Florida Administrative Code), the company may collect an amount not to exceed one month's estimated charges as advanced payment for service. Any amount collected shall be credited back to the customer in the next month's bill, but not recollected.

2.9. Disputed Bills

- 2.9.1. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 120 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- 2.9.2. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Florida Public Service Commission at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, 850-413-6770.
- 2.9.3. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

2.10. Discontinuance, Interruption and Restoration of Service

- 2.10.1. Carrier may discontinue service without notice for any of the following reasons:
- 2.10.1.1. If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
- 2.10.1.2. If a Customer or User uses Carrier's services in a manner to violate the law.
- 2.10.2. For Nonpayment: Upon written notice by first class U.S. mail stating that discontinuance of service will occur in fifteen (15) days with reasons specified, followed by another written notice of termination via first class mail, twenty-nine (29) days prior to discontinuation, the Company may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is overdue.
- 2.10.3. For Returned Checks: The Customer whose check or draft is returned unpaid or any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges. Returned check charges shall be assessed as follows:
- a. The face amount of the check plus \$25.00, if the face amount of the check is less than \$50.00;
 - b. The face amount of the check plus \$30.00 if the face amount of the check is more than \$50.00, but less than \$300.00;
 - c. The face amount of the check plus \$40.00, if the face amount of the check is more than \$300.00, or 5% of the face amount of the check, whichever is greater.
- 2.10.4. For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- 2.10.5. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.10.6. For any Customer filing of bankruptcy or reorganization or failing to discharge an involuntary petition therefor within the time permitted by law: the Company may immediately discontinue or suspend service under this tariff without incurring any liability.

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2.10 Discontinuance and Restoration of Service (cont'd)

- 2.10.7. Upon the Company's discontinuance of service to the Customer as provided herein, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer under this tariff during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- 2.10.8. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and Customer pays a deposit at the Company's discretion. Nonrecurring charges apply to restored services.
- 2.10.9. Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.10.10 Service may be discontinued by Carrier, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assist in a new authorization code to replace the one that has been deactivated.

2.11. Information to be Provided to the Public

- 2.11.1. The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service.
- 2.11.2. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address.

2.12. Term Agreements

- 2.12.1. The Company offers Term Agreements wherein the Customer agrees to retain specified volumes of Company services for a mutually agreed upon length of time. A Termination Liability charge may apply to early termination of a Term Agreement.

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Global TeleLink Services, Inc.
6600 Peachtree-Dunwoody Road
600 Embassy Row-Suite 480
Atlanta, Georgia 30328

2.13. Service Connections and Equipment on Customer's Premises

- 2.13.1. The Customer or Authorized User shall allow the Company continuous access and right-of-way to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this tariff.
- 2.13.2. The Company undertakes to use reasonable efforts to make available services to a Customer, on or before a particular date subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.13.3. The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by the Company, except upon the consent of the Company.
- 2.13.4. Title to all components of the service provided by the Company, including equipment on Customer's Premise or End-User's Premise, shall remain with the Company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.
- 2.13.5. Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.13.6. The Company shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or Authorized User, except as the Company determines is necessary for proper operation in connection with the Company's services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services and equipment offered under this tariff and to the maintenance and operation of such services and equipment; subject to this responsibility the Company shall not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.
- 2.13.7. The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.

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2.13. Service Connections and Equipment on Customer's Premises (cont'd)

- 2.13.8. The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the Company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment caused or related to the Customer's improper operation of the Company-provided equipment upon receipt by the Customer of a Company invoice therefor. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.
- 2.13.9. The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:
- 2.13.9.1 Upon termination, interruption or suspension of the service in connection with which the equipment was used, and for repair, replacement or otherwise as the Company may determine is necessary or desirable.
- 2.13.9.2 At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only excepted. The Customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear. The Company shall have the right to obtain such reimbursement from the Customer deposit, if any.
- 2.13.10. The Customer or Authorized User is responsible for ensuring that any Customer-provided equipment connected to the Company's services and equipment is compatible with such Company services and equipment. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's services and equipment. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's services or equipment. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.13.11. Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

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2.14. Limitation of Service and Equipment

- 2.14.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.14.2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.
- 2.14.3. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.14.4. The Company reserves the right to discontinue service (See Section 2.13), limit service, or to impose requirements as necessary to meet its legal obligations, or when such obligations have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.14.5. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the Company's services and equipment, as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.15. Prohibited Uses

- 2.15.1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.15.2. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or Authorized User may not assign or transfer in any manner the service or any rights associated with the service without the written consent of the Company.
- 2.15.3. A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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2.15. Prohibited Uses (cont'd)

- 2.15.4. Prohibition on Resale. The Company's services may not be resold except pursuant to contract between the Company and the reseller. Any reseller must be certificated to provide service by the state of Florida.

2.16. Non-Routine Installation

- 2.16.1. At the Customer's request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on the Company's customary charges for similar effort and materials will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.17. Obligations of the Customer

The Customer shall be responsible for:

- 2.17.1. The payment of all applicable charges as set forth in this tariff.
- 2.17.2. Damage or loss of the Company's services or equipment caused by the acts or omissions of the Customer or Authorized User, or the non-compliance by the Customer or Authorized User with these regulations, or by fire or theft or other casualty on the premises of the Customer or Authorized User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.17.3. Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company services and equipment installed on the premises of the Customer or Authorized User and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises;
- 2.17.3. Obtaining, maintaining, and otherwise having full responsibility for rights-of way and conduit necessary for installation of equipment to provide service to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure in which the Customer's Premise or End-User's Premise is located to the applicable Premise. Any and all costs associated with the obtaining and maintaining of the rights-of way described herein, including the costs of altering the structure to permit installation of the Company-provided service or equipment, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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2.17. Obligations of the Customer (cont'd)

- 2.17.4. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services and equipment. The Customer may be required to install and maintain Company services and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.
- 2.17.6. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company services and equipment in any Customer or End-User Premise or the rights-of way for which the Customer or Authorized User is responsible, and obtaining permission for Company agents or employees to enter the Customer or End-User Premise at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services and equipment of the Company;
- 2.17.7. Making Company services and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
- 2.17.8. Keeping the Company's services and equipment located on the Customer's or End-User's Premise or rights-of way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or to the locations of such services and equipment.
- 2.17.9. Customer-provided equipment on the Customer or End-User Premises, the operating personnel there, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with part 68 of the FCC Rules is the responsibility of the Customer.
- 2.17.10 The Customer or Authorized User is responsible for ensuring that Customer-provided equipment connected to Company services and equipment is compatible with such services and equipment. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

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2.18. Liability of the Company

- 2.18.1. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- 2.18.2. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- 2.18.3. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.18.4. The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.18.5. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- 2.18.6. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.

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2.18. Liability of the Company (cont'd)

- 2.18.7. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.18.8. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.18.9. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of way approvals and delays in actual construction work.
- 2.18.10. The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.18.11. The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.18.12. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- 2.18.13. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2.18 Liability of the Company (cont'd)

2.18.14. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the

Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.

2:19. Promotions

2.19.1. All promotional offerings shall be offered in accordance with applicable Commission rules or regulations (i.e., thirty (30) days written notice to the Commission before implementation).

2.20. Maintenance and Testing

2.20.1. Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services and equipment in satisfactory operating condition.

2.20.2. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to Company-provided services and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services, equipment, and personnel from harm.

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2.21. Taxes and Surcharges

Federal excise tax and state and local sales, use, and similar taxes are not included in the rates set forth in this tariff, and shall be billed as separate line items where applicable. The Customer is responsible for the payment of any applicable sales, use, excise, access or other local, state, and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based on the provision, sale, or use of the Company's service.

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SECTION 3: DESCRIPTION OF SERVICES

3.1. Description of Data Services

- 3.1.1. The Company provides digital connections at a variety of speeds between customer-designated premises and the Company's statistically multiplexed network. Company's services may be provided using a variety of digital transmission technologies, using the Company's own services and equipment and/or the facilities of others. Service is provided on a 24 hour per day, 7 day per week, non-dial-up basis. Service may be provided by the Company on an Individual Case Basis (ICB), depending on such factors as length and volume of commitment.
- 3.1.2. Depending on such factors as length of loops involved, quality of loops and other factors, service may not be available to all Customer or End-User premises. Special construction charges may apply in each case. In addition to the charges specified for each service, additional charges may apply for transfers of data per month, at certain times in excess of certain thresholds, or for certain billing, monitoring or other services.
- 3.1.3. The Company shall have no responsibility with respect to billings, charges, or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be Fully responsible for the payment of any bills for such services and for the resolution of any disputed or discrepancies with the service provider.

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3.2 Description of Rates and Charges for Data Services

- 3.2.1. The Company offers rates on a "month to month" basis, and on a Term Agreement contract basis, with rates based on a number of customer factors, including commitment to a volume of service for a fixed term of months.
- 3.2.2. Pricing is structured in two components: a one-time charge for hardware and installation, and a recurring monthly service charge. Both the one-time charge and the recurring monthly service charge decrease in contracts with longer service terms. (Note: "NA" indicates service is not available on that basis.)

<u>Speed</u>	<u>Type</u>	<u>One-Time Charges</u>	<u>Recurring Monthly Service for Month-to-Month</u>	<u>Recurring Monthly Service for Contract</u>
384 Kbps	Symmetrical	\$ 1000	NA	\$300
512 Kbps	Symmetrical	\$ 1000	NA	\$360
768 Kbps	Symmetrical	\$ 1000	NA	\$430
1.024 Mbps	Symmetrical	\$ 1000	NA	\$500
3.84 Kbps-7.0 Mbps	Asymmetrical	\$ 1700	\$ 3.60 + \$ 10 per GB capped at \$900	NA
DS -1	NA	\$ 1500	\$500, plus \$50 per mile	NA
DS-3	NA	\$3,000	\$4,000, plus \$100 per mile	NA

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3.3. Description of Message Toll Service

Message Toll Service calling service provides a Customer with the ability to originate calls from a Company-provided access line to other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Local Calling Area but within the State of Florida.

3.3.1 Calculation of Distances. For purposes of this tariff, distances are computed in accordance with ATT-C's V&H coordinates and Bell's Neca Tariff No. 4.

3.3.2 Call Completion Rate. A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 90% during peak use periods for all FG D services "1 +" dialing.

3.4. Description of Rates and Charges for Message Toll Service

The service is flat rated and billed in six (6) second increments. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

3.4.1. The following rates apply on a per minute basis to all direct dialed calls:

	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT/ WEEKEND</u>	
<u>RATE</u>	<u>INITIAL</u>	<u>EACH</u>	<u>INITIAL</u>	<u>EACH</u>	<u>INITIAL</u>	<u>EACH</u>
<u>MILEAGE</u>	<u>PERIOD</u>	<u>ADD'L</u>	<u>PERIOD</u>	<u>ADD'L</u>	<u>PERIOD</u>	<u>ADD'L</u>
		<u>MINUTE</u>		<u>PERIOD</u>		<u>PERIOD</u>
0 - 16	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
17-+	0.2000	0.2000	0.1700	0.1700	0.1400	0.1400

3.4.2. Timing of Messages

3.4.2.1. Chargeable time begins when connection is established between the calling station and the called station.

3.4.2.2. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

3.4.2.3. Chargeable time does not include time lost because of faults or defects in the connection.

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3.5 Directory Assistance

Access to directory assistance may be obtained by dialing 1+555-1212 or 411 for listings within the originating area code and by dialing 1 + (area code) + 555-1212 for other listings. Subscriber will be billed \$0.50 for each intraLATA directory assistance call and \$0.85 for each interLATA directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number. There will be no charge for the first 50 directory assistance calls per billing cycles for persons with disabilities.

3.6 Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Subscribers who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening rate period. Subscribers using TDDs with the assistance of the relay center will receive a credit equal to fifty percent (50%) of the rate for the applicable rate period. If either the Subscriber or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by sixty percent (60%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

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EXHIBIT “C”

Unaudited Financials

This information contained in this Exhibit contains proprietary financial information, and has been filed with the Florida Public Service Commission under confidentiality protection.

EXHIBIT “D”

Management and Technical Qualifications

EXHIBIT "D"
MANAGEMENT AND TECHNICAL QUALIFICATIONS

BOB SMITH

Executive Vice President of R&D and Technology

Bob Smith, 52, graduated from Columbia Commercial College in 1968 with an Associate degree in Data Processing. Upon graduating, he took a position with the First Computer Center and wrote a Demand Deposit application for the banking industry. After First Computer Center, he left to form his own company to develop and install banking software and provide training on how to use the new computer processing methods. In 1984, after installing software in many banks all over the country, he sold his company and took a one-year sabbatical. In 1986, Mr. Smith formed a new company (High Technology Liquidators) to manufacture and sell micro computers to TV and Catalog resellers such as Home Shopping, Damark, Fngerhut and Convenience Value Network to name a few. Starting in 1955, he began writing a software application for the prepaid cellular phone industry. Mr. Smith helped form Global TeleLink Services, Inc., to develop, build, deploy and operate next generation digital telephone switches providing low cost telephone service.

TODD BURT

Director Research and Development

Todd Burt, 47, attended Virginia Polytechnic Institute in Blacksburg, V.A. for 2 years prior to entering the telecommunications industry. From 1972 thru 1983 he designed, built and installed customer telephony circuits for the burgeoning interconnect industry. In 1983, he was offered the position of Operations Manager for the telecommunications giant, Ericsson, where he managed a team of 9 people providing services throughout New York, New Jersey and Connecticut. With over ten years in the industry, he was recruited by NEC in 1985 to be part of their corporate technical training team to develop and deliver a curriculum designed for technicians installing the NEC telephony product. In 1989 Spring was expanding their technical sales training organization and offered Mr. Burt the opportunity to relocate to Atlanta, Georgia, and be part of this growing company. He continued in this position until 1995 when Executone offered him the position of Southeast Regional Product Manager whose responsibility was training and supporting the Executone sales force. In 1996, he became Southeast District Sales Manager for Natural MicroSystems where he developed OEM relationships with manufacturers of various telecommunications products. Mr. Burt comes to Global TeleLink Services, Inc. with an extensive technical background in the voice and data industries.

JIM JORDAN

Director of National Sales and Marketing

Jim Jordan is a former president and chief executive officer of an Inc. Magazine Inc. 500 company, with a rapid growth of 611%. Growing The Majestic Group, Inc. from a start up to a major player in the home electronics and communications industry.

Jim has highly advanced experience and knowledge in the communications industry with an extensive background in communications network technology.

Jim has been the founder and creator of successful businesses on the cutting edge of technology. Satellite USA was created in the early 1980's and became one of the largest retailers of home satellite systems receiving awards from Uniden and Panasonic as a top 30 dealer out of 5000 dealers nationwide. In 1989, Jim founded a speaker company that became a supplier of speaker systems on an OEM basis to companies such as KRACO, Altac-Lansing and Casio.

In addition to his success in business, Jim worked for two presidents of the United States of America. He was a key advance man for the Jimmy Carter presidential campaign of 1976, traveling throughout the United States as a liaison between the campaign and state and local officials. In 1980, Jim worked in an advisory capacity to the Ronald Reagan presidential campaign.

In 1976, Jim was selected as one of the 100 outstanding young men in America, as well as serving in a number of elected officers in the Jaycees.

Jim has spoken at many conferences and seminars throughout the country and is well known for his motivational and leadership abilities.

Jim has a degree in Criminal Law from Chattahoochee Valley State College and a Business Administration degree from Southwestern University.

ROBERT A. FISAK

Director of International Business

Robert Fisak is a former Special Agent of the United States Secret Service and retired with over twenty years of service. His permanent assignments were with the Office of Investigations and the Office of Protective Operations. During his career, he specialized in protective operations and intelligence. His intelligence assignments included threat assessment, threat suppression and special investigations. His protective responsibilities included the protection of Presidents Ford, Carter, Reagan, Bush and Clinton, their Vice Presidents and their families in the United States and abroad.

Assignments have taken him all over the world where he used his expertise in many different cultural environments. Some of these assignments were over extended periods involving interaction with personnel of the Department of State and other Government agencies as well as foreign dignitaries and officials.

Before his career with the Secret Service, Robert was a Special Agent for the Board of governors of the Federal Reserve System in Washington, D.C. He implemented and directed the personal protection program for Dr. Burns, Chairman of the FRB. Additionally, he supervised security for the Federal Open Market Committee and other Federal Reserve functions both in the United States and overseas.

He retired from the Secret Service in 1996 and founded The Hunter Group, Inc. in Atlanta, Georgia. The Hunter Group, Inc. is a security-counseling firm that provides investigative support to the legal, accounting, financial and business communities. Personal and asset protection are provided to both individuals and business entities. The scope of services is provided within the United States or abroad. The Group's goal to provide a product based on knowledge and experience within a delivery system which is both timely and cost effective while adding value to its project.

His other skills include a proficiency in German; extensive experience with foreign national and diplomats in the United States, security for major events; logistics and training.

NEWTON M. GALLOWAY & ASSOCIATES
ATTORNEYS AT LAW

SUITE 400 FIRST UNION TOWER ■ 100 SOUTH HILL STREET ■ GRIFFIN, GEORGIA 30224 ■ (770) 233-6230 ■ FACSIMILE (770) 233-6231

NEWTON M. GALLOWAY
DEAN R. FUCHS

June 27, 2000

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

DEPOSIT DATE
D 3 17 JUN 30 2000

Attention: Blanca S. Bayo

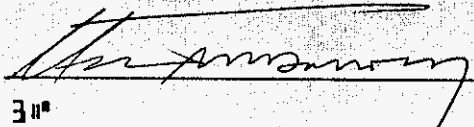
000786-TI

Re: Global Telelink Services, Inc.
Application for Interexchange and Local Exchange authority

Dear Ms. Bayo:

Enclosed please find the original and six copies of the Application Form for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida, and check in the amount of \$250 representing the filing fee for the application. Also enclosed please find a copy of the application with the request that you stamp-file same and return to us in the enclosed, self-addressed stamped envelope.

We are claiming confidentiality as to Exhibit "C" of the Application, and you will find that information sealed and enclosed herewith.

NEWTON M. GALLOWAY & ASSOCIATES ATTORNEYS AT LAW 100 SOUTH HILL STREET SUITE 400 FIRST UNION TOWER GRIFFIN, GA 30224		UNITED BANK OF PIKE ZEBULON, GA 64-751/611	6965
PAY TO THE ORDER OF <u>Florida Public Service Commission</u>			6/27/2000
Two Hundred Fifty and 00/100*****			\$ **250.00
MEMO <u>Filing Fee/1450.008</u>			DOLLARS Security features included. Details on back.
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