

ORIGINAL

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

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DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

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APPLICATION FORM

for

AUTHORITY TO PROVIDE

ALTERNATIVE LOCAL EXCHANGE SERVICE

WITHIN THE STATE OF FLORIDA

JSM

010751-JX

Instructions

This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 12).

Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.

Use a separate sheet for each answer which will not fit the allotted space.

Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

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

If you have questions about completing the form, contact:

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

APPLICATION

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

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

2. Name of company:

GLOBAL DIALTONE, INC

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

GLOBAL DIALTONE, INC

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

5725 CORPORATE WAY
WEST PALM BEACH
FL 33407

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

5725 CORPORATE WAY
WEST PALM BEACH
FL 33407

6. Structure of organization:

- Individual
- Foreign Corporation
- General Partnership
- Other _____
- Corporation
- Foreign Partnership
- Limited Partnership

7. If individual, provide:

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

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

P00000100582

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

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

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

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

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

(a) The Florida Secretary of State registration number:

12. **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: _____

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

(a) The Florida registration number: _____

14. **Provide F.E.I. Number(if applicable):** 65-1050577

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

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. Provide explanation. NO

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

NO

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

(a) The application:

Name: VICTOR GRAHAM
Title: PRESIDENT
Address: 5725 CORPORATE WAY
City/State/Zip: WEST PALM BEACH, FL 33407
Telephone No.: 561 682 3933 Fax No.: 407 845 3914
Internet E-Mail Address: vgraham@globaldialtone.com
Internet Website Address: http://www.globaldialtone.com

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

Name: VICTOR GRAHAM
Title: PRESIDENT
Address: 5725 CORPORATE WAY
City/State/Zip: WEST PALM BEACH, FL 33407
Telephone No.: 561-082-3933 Fax No.: 413-845-3914
Internet E-Mail Address: vgraham@globaldialtone.com
Internet Website Address: http://www.globaldialtone.com

(c) Complaints/Inquiries from customers:

Name: Grace White
Title: Customer Service Representative
Address: 5725 Corporate Way
City/State/Zip: WEST PALM BEACH, FL 33407
Telephone No.: 561-682-3933 Fax No.: 413-845-3914
Internet E-Mail Address: ~~customer~~ customerService@globaldialtone.com
Internet Website Address: http://www.globaldialtone.com

17. List the states in which the applicant:

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

None

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

Tennessee

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

None

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

None

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

None

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

None

18. Submit the following:

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

C. Financial capability.

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

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

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

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

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

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

THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

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

UTILITY OFFICIAL:

VICTOR GRAHAM

Print Name

VGraham

Signature

PRESIDENT

Title

5/8/2001

Date

(561) 682-3933

Telephone No.

(413) 845-3914

Fax No.

Address:

5725 CORPORATE WAY

WEST PALM BEACH,

FL 33407

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

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

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

UTILITY OFFICIAL:

VICTOR GRAHAM

Print Name

V. Graham

Signature

PRESIDENT

Title

5/8/2001

Date

(561) 682-3933

Telephone No.

(413) 845-3914

Fax No.

Address:

5725 CORPORATE WAY

WEST PALM BEACH,

FL 33407

INTRASTATE NETWORK (if available)

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

1. **POP:** Addresses where located, and indicate if owned or leased. *None*

1) _____ 2) _____

3) _____ 4) _____

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased. *None*

1) _____ 2) _____

3) _____ 4) _____

3. **TRANSMISSION FACILITIES:** POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased. *None*

POP-to-POP OWNERSHIP

1) _____

2) _____

3) _____

4) _____

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

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:

- () sale
- () transfer
- () assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Print Name

Signature

Title

Date

Telephone No.

Fax No.

Address:

VICTOR A. GRAHAM, Ph.D.

1167 SE Cambridge Drive, Port St. Lucie, FL 34990

(561) 682-3933 (Work), (561) 398-3378 (Home)

E-mail: vgraham@globaldialtone.com

Experience

President (10/2000 –Present) Global Dialtone, Inc. West Palm Beach, FL.
Responsibilities include:

- Provide overall administrative guidance and leadership in the areas of company finance, marketing, and human resource management
- Coordinate activities of sales agents
- Maintain customer service program
- Supervise compliance of all state and federal regulatory requirements
- Maintain operation/maintenance of telecommunication equipment

Global Dialtone, Inc. specializes in Long-Distance Telecommunications Resale, Internet Call-Center Solutions, and Internet/PSTN Telephone Calling Card Resale Service.

President/Technical Officer (1996-2000) Sage Research & Technologies Palm City, FL
Sage Research develops IP telephony switching systems, Calling Card Switching systems, Internet Call Centers and e-business customer service solutions. Responsibilities include:

- Provide overall administrative guidance and leadership in the areas of finance, marketing, and human resource management
- Develop and test telecommunications switching equipment, including DMX3000 PSTN Call Switching System, Hybrid Telecom Switches/Gateway system with transparent TCP/IP extensions, Telephone Calling Card Switches, Telephone Callback and Web-Triggered Callback Systems, and Internet Call Center Systems.
- Development of e-Business Customer Communication Products and Services, specifically *Person-to-Person Chat* and *Artificial Intelligence e-mail auto-responders*. Manage Lease Program for Telephone Debit Card switching system
- Develop and supervise program for lease of Sage's Debit Card switching systems
- Develop and supervise program for license of Sage's Internet Call Center Switching systems
- Technical maintenance of leased Debit Card/Web-triggered Call Center Switching system
- Setup Telephone Calling Card/Debit Card Switching system
- Implement real-time customer billing system
- Interface PSTN/IP switching systems to dedicated and switched telephone networks

Programming/Technical Skills: C/C++, COM, Visual Basic, ISAPI, Java, JavaScript, ASP, HTML/DHTML, ODBC database programming, Database design, Internet Multimedia development, Windows NT and IIS Web Server administration.

Telecommunications Consultant (1998-1999) TreasureCom, Inc West Palm Beach

- Setup Telephone Call Switching system
- Implement real-time customer billing system
- Interface Call switching system to AT&T digital network
- Perform technical maintenance of Switching system
- Trouble shoot voice and data network
- Develop software for Internet/Telecommunications interface

Adjunct Professor Indian River Community College 9/2000 – Present
Teach courses in Physics and Earth Science and perform the duties of an adjunct professor in the Physics department, including student advisement.

Professor of Engineering School of Engineering, Walla Walla College 1991-1996
Teach numerous courses in engineering, direct undergraduate research and perform student advisement.

Contract Research Scientist NASA/Stanford University 1996/1997
Conduct scientific investigation in the fabrication and quality control of a sapphire window system for an advanced telescope system for the NASA/Stanford University Gravity Probe-B project. Provide technical oversight to NASA/Stanford researchers.

Visiting Research Scientist W.W. Hansen Exp. Physics Lab., Stanford University.
(7/1992-9/1992, 7/1993-9/1993, 7/1994-9/1994.) Ultra-precision fabrication, quality control and metrology of gyroscopic rotors for the NASA/Stanford University Gravity Probe-B relativity Space experiment.

Research

- Internet Telecommunications Switching Systems
- Internet Multimedia Applications Development
- Design and implementation of Object-oriented,
- Internet-based, software applications
- Artificial Intelligence and Engineering Information Systems

University Education

Ph.D., 1985 University of Waterloo, Faculty of Engineering, Ontario, Canada.

M.Sc., 1982, University of Guelph (Department of Engineering), Ontario, Canada.

B.Sc., 1976 University of the West Indies. Department of Mechanical Engineering.

Professional Development:

Artificial Intelligence, Stanford University, Summer 1992.

Intelligent Manufacturing Systems, MIT, July 1989.

Personal Information

Citizenship: USA
Marital Status: Married, 4 Children

ERROL A. LEWIN, M.Sc., M.H.S.A.
2815 RIVER RUN CIR. E.
MIRAMAR, FLORIDA, 33025.
TEL: (561) 682-3933; FAX: (954) 431-8976

SUMMARY

Over fifteen years of professional experience in the areas of: finance & accounting, capital budgeting, planning, international negotiations, public sector investment programming, project planning and evaluation, sectoral economic forecasting and long range planning and business development. Post-graduate Diploma in management, finance and marketing and certificates in project preparation, evaluation and management and business administration. Professional training to the Masters Degree level in Economics (M.Sc.).

MANAGEMENT: Manage numerous projects involving

- project planning and evaluation,
- strategic planning,
- policy analysis and program evaluation,
- financial forecasting
- capital budgeting

MARKETING:

- Conduct market research
- Preparation of market plans for various organization, including Beacon Telecom, Inc.
- Perform SWOT analysis (strengths, weaknesses, opportunities and threats) and
- Develop medium and long range plans.

FINANCING:

- Undertook the financial analysis of numerous projects (financial ratios, internal rate of returns, etc.) in order to determine financial viability of projects.
- Prepared quarterly and yearly budgets (capital and operating).
- Presented, reviewed and defended these budgets to the Board of Directors.
- Finalize the design of programs for international financing.

NEGOTIATIONS:

Participated in high level negotiations at the United Nations (UNDP, F.A.O, UNCTAD) World Bank, United States Agency for International Development Inter-American Development Bank, Canadian International Development Agency.

EXPERIENCE:

Global Dialtone, Inc Chief Financial Officer (2001 – Present)

Develop and evaluate financial and organizational requirements for long-distance resale; monitor the short-term and long-term financial viability of the company; develop capital budgets; assist the development of business plan, cash flow, marketing plans and forecast; perform SWOT (strengths, weaknesses, opportunities and threats) analysis; supervise state and federal regulatory compliance.

Beacon Telecom, Inc. Cofounder/Management Consultant (1998 – 1999)

Conduct market research and develop market plans for Telephone Callback service resale. Monitor the short-term and long-term financial viability of the company. Develop capital budgeting, perform financial forecasting, perform SWOT analysis (strengths, weaknesses, opportunities and threats), and develop medium and long range plans. Evaluate human resources and organizational requirements.

Nova Southeastern University – Associate Director (1994 – Present)

Work with the Associate Dean for Community Affairs/AHEC Program Director in the administration of the AHEC Program and its many community-based projects and programs. This includes active participation in the development and monitoring of budgets, contracts and affiliation/agreements, as well as assisting the Director in the oversight of the Nova Southeastern University AHEC Centers (Everglades AHEC; Central Florida AHEC)

Adjunct Assistant Professor - Nova Southeastern University (1994 – Present)

Responsible for guiding students in their Practicum for the Masters of Public Health. I have developed the Course in Health Care Economics and Finance for the Masters of Public Health curriculum.

Director- Technical/Economic Programming Planning Institute (Ja) (1989- 1992)

Responsibility for the Coordination of the Public Sector Investment Program on issues relating to Financial and Technical Assistance and Cooperation, working closely with multi-lateral financial institutions, including the World Bank, Caribbean Development Bank and Inter-American Development Bank to secure long term financial assistance and technical cooperation.

EDUCATION

Masters Degree Florida International University (FL) 1994
Emphasis on Health Services Administration

Masters Degree – Economics. University of the West Indies (Trinidad) 1983
Thesis focused on Agricultural Resource Productivity through an examination of the relevant production functions and the corresponding cost functions and the resultant effect on profitability.

Bachelors Degree (Honors) University of the West Indies (Trinidad) 1976.
Economics (Agricultural Sector)

Continuing Education:

- (1) Courses in Management, Marketing, Survey Designs, Project Planning and Evaluation. University of Wisconsin (Madison)
- (2) Course in Executive Management, Finance, Marketing and management. University of the West Indies, 1986

ALVIN W. GRAHAM

1773 Clydesdale Drive
Loxahatchee, FL 33470
561.682.3933 (W), lc2000@evcom.net

Experience

10/2000 – Present Global Dialtone, Inc. West Palm Beach, FL

Vice-President/Sales and Marketing

- Develop marketing plan for telephone long-distance resale
- Perform competitive analysis, including study of demographics of target market
- Establishment of marketing budgets and projected cash flow
- Implement and supervise customer service program
- Perform technical maintenance of computer LAN and telephone equipment
- Maintain Internet Web Server and Website

1997 – 2000 Internet Communications & Commerce Palm City, FL

Technical Sales and Marketing Manager

- Develop marketing program for distribution of Worldwide Internet-to-Phone service
- Perform technical Setup and sales program for Internet-To-Fax system
- Coordinate the development of marketing plan, budgets and forecasts
- Establish precise sales, profit goals and timetable.
- Develop and implement an Internet online marketing campaign
- Supervise the design & programming of database-driven, e-Commerce web sites, including cybercash integration, configuration and management of the secure Hosting infrastructure
- Technical/Programming Requirements: Maintain Windows NT LAN and Microsoft Internet Information Server, Internet Application development using Active Server Pages (ASP), JavaScript, VBScript, Database systems, Windows NT OS and Internet Server Systems.

1998 – 1999 Beacon Telecom, Inc Palm City, FL

Marketing Manager

- Manage sales program for distribution of telephone Callback service
- Develop marketing plan, including competitive analysis and unique selling proposition
- Establish sales goals and forecasts
- Implement an Internet marketing program
- Participate in development of budgets and cash flow
- Maintain Internet Web Server
- Evaluate telephone Calling Card/Callback Switching equipment
- Perform technical maintenance of Telephone Calling Card/Callback Switching system

1991 – 1996 Eastman Kodak Company Rochester, NY

Management Services Consultant

- Worldwide program planning, organization & rollout with various managers
- Recommended merge of business units to reduce costs and improve efficiency.
- Developed business plans, conducted strategy development processes across businesses
- Planned project that resulted in the reformulation of the scope of activities and key resources being reallocated to critical bottlenecks.
- Designed the Performance Expectation Process & assisted in its implementation at the senior management and operational levels
- Lead numerous problem solving group sessions across business lines
- Business Research Analyst - World-wide Market Size & Share

- Analysed the Office Imaging market by size & share in various geographic locations
- Liaised with primary market research suppliers to procure data that supports the Strategic Planning Function
- Research and provided data and analyses for business case support
- Conducted workshops across business units to facilitate the planning and implementation of goals.

1988 – 1990 Julius Edwards & Company Kingston, Ja.

Management Consultant

- Redesigned the workflow system of the Local Registered Stock Unit of the Bank of Jamaica
- Developed and documented procedures that facilitated the computerization of the unit
- Designed an organizational structure that would facilitate the mission and vision of the unit
- Designed the Performance Expectation for critical functions that link the unit with the larger organizational structure and mission

1985 – 1986 Goodyear Ltd. St. Thomas, Ja.

Staff Industrial Engineer

- Initiated and implemented various cost reduction program, such as the plant-wide implementation of Statistical Process Control
- Implement programs to reduce waste levels from 17% to 6.5%
- Participated in the implementation of the "right sizing" of the plant by conducting a Capacity vs. Requirements Study
- Assisted the Industrial Relations Manager in the preparation of employee grievance responses and negotiation of union contracts

Education

1986 – 1988 Northeastern University Boston, MA
MS, Industrial Engineering (Conc. Operations Research)

1992 – 1996 Rochester Institute of Technology Rochester, NY
MS, Applied Mathematics & Statistics (GPA 3.8/4.0)
Center For Quality & Applied Statistics

1997 & 1998 (Summers) Harvard University Cambridge, MA
Applied Economics Program / Econometric Modeling

1979 – 1983 The University of the West Indies Trinidad, WI
BS Industrial Engineering (Honors)

Areas of Expertise / Management

- Financial Management I & II / Accounting for Managers (R.I.T MBA Core Course)
- Strategic Framework/Strategy Development & Implementation / Strategic Benchmarking
- Process consulting / Project Leadership / Team building / Change Management
- Decision & Risk Analysis
- Designing & Conducting Workshops / Quality Leadership Process

Organizational Affiliations

- Board member - National Council on Alcoholism & Drug Dependence (NCADD)
- Vice-Chairman - Resource Development & Planning Sub-Committee (NCADD-RA)
- United Way Volunteer - Fundraising
- Volunteer - The B.E.S.T. Program (Kodak Sponsored Education Centered Program)
- NSBE member - National Society Of Black Engineers

Global Dialtone, Inc

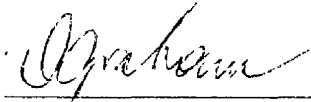
INTERNET & TELECOMMUNICATION SERVICES

Global Dialtone, Inc.
5725 Corporate Way
West Palm Beach, FL 33407
(561) 682-3933

2/28/01

FINANCIAL STATEMENTS

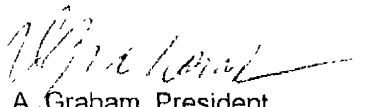
Global Dialtone Inc. is a new company and audited financial statements are unavailable. The following are copies of our Balance Sheet and a projected Income Statement.



Dr. Victor A. Graham
President

Global Dialtone, Inc.
Balance Sheet, April 2, 2001

ASSETS	
Current Assets	
Cash	2,500
Marketable securities	0
Accounts receivable, net	0
Inventory	0
Prepaid expenses	2,000
Other	0
Total Current Assets	4,500
Long-Term Assets	
Computers, LAN, Web Servers, and Telecom equipment	85,000
Less accumulated depreciation	(8,000)
Net Equipment	77,000
Organizational Expenses	15,000
Database, Billing Software, and Web Site	28,000
Total Long-Term Assets	120,000
Total Assets	124,500
LIABILITIES AND SHAREHOLDERS' EQUITY	
Current Liabilities	
Short-term debt	1,400
Current maturities of long-term debt	0
Accounts payable	700
Income taxes payable	0
Accrued liabilities	0
Other	0
Total Current Liabilities	2,100
Long-Term Liabilities	
Long-term debt less current maturities	15,000
Deferred income taxes	0
Other long-term liabilities	0
Total Long-Term Liabilities	15,000
Shareholders' Equity	
Common stock	107,400
Additional paid-in capital	0
Retained earnings	0
Other	0
Total Shareholders' Equity	107,400
Total Liabilities and Shareholders' Equity	124,500


V. A. Graham, President

Global Dialtone, Inc

INTERNET & TELECOMMUNICATION SERVICES

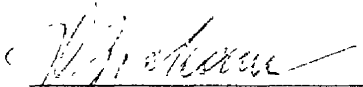
Global Dialtone, Inc.
5725 Corporate Way
West Palm Beach, FL 33407
(561) 682-3933

5/2/2001

Florida Public Service Commission
Division of Regulatory Oversight
Telecom Certification Section
Tallahassee, FL 32399

This is to certify that the enclosed balance sheet for Global Dialtone, Inc is true and accurate to the best of my knowledge.

Sincerely,



Dr. Victor A. Graham
President

Global Dialtone, Inc
Income Statement - Year 1 (Projected)

	Total
Sales	
Sales	850,000
Consulting	35,000
Total Sales	885,000
Less Cost of Goods Sold	
Telecom Cost	540,000
Sales Commission	110,000
Sales Overhead	24,000
Other	
Total Cost of Goods Sold	674,000
Gross Profit	211,000
Operating Expenses	
Salaries and wages	75,000
Employee benefits	28,000
Payroll taxes	4,875
Rent	6,500
Utilities	800
Insurance	2,500
Travel	3,100
Telephone	3,600
Postage	2,100
Office supplies	4,500
Advertising, Marketing and Promotions	9,500
Other	5,500
Total Operating Expenses	145,975
Operating Income	65,025
Interest income (expense)	1,800
Other income (expense)	0
Total Nonoperating Income (Expense)	1,800
Income (Loss) Before Taxes	66,825
Income Taxes	28,900
Net Income (Loss)	37,925
Cumulative Net Income (Loss)	37,925

Global Dialtone, Inc

INTERNET & TELECOMMUNICATION SERVICES

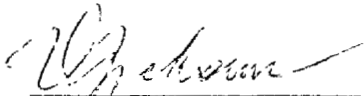
Global Dialtone, Inc.
5725 Corporate Way
West Palm Beach, FL 33407
(561) 682-3933

5/02/01

Florida Public Service Commission
Division of Regulatory Oversight
Telecom Certification Section
Tallahassee, FL 32399

This is to certify that Global Dialtone, Inc has a line of credit available from its investors to be used as needed.

Sincerely,



Dr. Victor A. Graham
President

Global Dialtone, Inc


INTERNET & TELECOMMUNICATION SERVICES

Global Dialtone, Inc.
5725 Corporate Way
West Palm Beach, FL 33407
(561) 682-3933

5/2/01

Explanation of Capability to Deliver the Services

Global Dialtone, Inc. intends to be a reseller of Local Exchange Telephone Services from incumbent Local Exchange Carriers. The telecommunications equipment and network infrastructure required for immediate resale of the services are provided by the major Local Exchange Carriers.



Dr. Victor A. Graham
President

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by GLOBAL DIALTONE, Inc., with principal offices at 5725 Corporate Way , West Palm Beach, FL 33407. This price list applies for services furnished within the state of Florida. This price list 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.

ISSUED DATE:

By:

V. A. Graham, President
5725 Corporate Way
West Palm Beach, FL 33407

EFFECTIVE DATE:

CHECK SHEET

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date of the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original

ISSUED DATE:

By:

V. A. Graham, President
5725 Corporate Way
West Palm Beach, FL 33407

EFFECTIVE DATE:

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ISSUED DATE:

By:

V. A. Graham, President
5725 Corporate Way
West Palm Beach, FL 33407

EFFECTIVE DATE:

SYMBOLS SHEET

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

D - Delete Or Discontinue

I - Change Resulting In An Increase to A Customer's Bill

M - Moved From Another Price List Location

N - New

R - Change Resulting In A Reduction To A Customer's Bill

T - Change in Text Or Regulation But No Change In Rate Or Charge

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PRICE LIST FORMAT SHEET

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between existing sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Price List approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:

 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1 .A.1.
 - 2.1.1.A.1 .(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1 .A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I. (i).(1).
- D. Check Sheets** - When a Price List filing is made with the Commission, an updated Check Sheet accompanies the Price List filing: The Check Sheet lists the sheets contained in the Price List with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by and asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Price List user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Authorization Code - A numerical code, one or more of which are available to a customer to enable the him to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities an to identify the customer for billing purposes.

Authorized User - A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange service or is placed in a position by the Customer, either through acts or omissions, to use local exchange service.

Company or Carrier - GLOBAL DIALTONE, Inc.

Central Office - A location where there is an assembly of equipment that establishes the connections between subscriber access lines, trunks, switched access circuits, private line facilities, and special access facilities with the rest of the telephone network.

Commission - Florida Public Service Commission.

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Disconnect or Disconnection - The termination of a circuit connection between the originating station and the called station or the Company's operator.

Exchange - The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area.

FPSC - Florida Public Service Commission

Holidays - Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25).

Intra-LATA Toll Messages - Those toll messages which originate and terminate within the same LATA.

Message - a completed telephone call.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Service is available to residential and business customers within the State of Florida. The customer is responsible for maintaining the wiring and jacks along with his or her telephone within the agreed residence or business.
- 2.1.2. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week
- 2.1.3. Request for service under this Price List will authorize the Company to conduct a credit search on the Customer. The Company will require a two month subscription payment from each new subscriber as an advanced payment to obtain service: one month's payment to pre-pay the first month's service charges and one month's payment for the Company to hold towards future unpaid billing. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS

- 2.2.1. Prior written permission from the Company is required before any assignment or transfer of service from one subscriber to another. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions of service. Transfers are not acceptable unless written permission from the Company is received by the transferring and the receiving transferee parties.
- 2.2.2. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Price List are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.3. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List until this indebtedness and any accrued interest or penalty amounts have been satisfied.
- 2.2.4. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer and an Authorized User or joint user to share the cost of service.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.2. LIMITATIONS (Cont'd)

- 2.2.5. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.2.6. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.2.7. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.

2.3. LIABILITIES OF THE COMPANY

- 2.3.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for any losses suffered by a Customer or end user as the result of interrupted or unsatisfactory service.
- 2.3.2. Company shall be indemnified and held harmless by the Customer against claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities.
- 2.3.3. Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.3.4. The Company shall not be liable for damages or adjustments, refunds or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, within 20 days of when invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. LIABILITIES OF THE COMPANY (Cont'd)

- 2.3.5. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment.
- 2.3.6. With respect to Emergency Number 911 Service: This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

2.4. EQUIPMENT AND FACILITIES

- 2.4.1 The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. .
- 2.4.2. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance 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.

2.5. CUSTOMER RESPONSIBILITIES

- 2.5.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.5.2. The Customer is responsible for compliance with applicable regulations set forth in this Price List.

ISSUED DATE:

By:

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SECTION 2 -- RULES AND REGULATIONS, Continued

2.6. INTERRUPTION OF SERVICE

2.6.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence or willful act of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.3, herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.6.2 For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.6.3 The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the services affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $Credit = (A/720) \times B$
A – outage time in hours
B – total monthly charge for affected utility

- 2.6.4. No credit will be made for:
- a) Interruptions due to the negligence of, or noncompliance with the provisions of this Price List by, the Customer;
 - b) Interruptions due to the negligence of any person using the Company's services with the Customer's permission;
 - c) Interruptions due to the failure or malfunction of non-Company equipment.

2.7. RESTORATION OF SERVICE

2.7.1. When a Customer's service has been Disconnected in accordance with this Price List and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.8. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

2.9. PAYMENTS AND BILLING

2.9.1 Charges for subscription service will be billed in advance for the ensuing monthly subscription period. Ancillary services such as Directory Assistance and Operator Services will be billed in arrears in the month following the month in which the charges were incurred. The Company reserves the right to impose an additional Advance Payment amount equal to the highest amount of incurred ancillary charges, which shall be added to the escrow account established by the Company as referenced in Section 2.11 of this Price List. Payments should be made by mail and addressed to Global Dialtone, Inc, 5725 Corporate Way, West Palm Beach, Florida 33407.

2.9.2 The Customer is responsible for payment of all charges for service furnished by the Company to the Customer or Authorized Users. Objections must be received by the Company within 20 days after statement of account is rendered, or the charges shall be deemed correct. Should the Customer pay the charges under protest, he may have an additional 30 days to dispute same in writing or the charges will become binding upon Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer. Customer will not be required to pay disputed portion of bill during complaint resolution period.

2.9.3. Taxes. The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.9.4 A late payment charge of \$25.00 shall apply to any amounts billed to subscriber and not received by the day following the business day closest to or on the payment due date.

2.9.5. Billing disputes should be addressed to Company's customer service organization by mail at: 5725 Corporate Way, West Palm Beach, Florida 33407.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.10 DISCONTINUANCE OF SERVICE

2.10.1 Upon nonpayment of any amount owing the Company, unless a written notice of dispute has been received by the Company, and after 20 days from the payment due date, the Company may discontinue or suspend service upon five (5) working days prior written notice delivered to the Customer without incurring any liability. Notice of this Disconnect policy shall be plainly printed on the customer service agreement under the heading: "IMPORTANT INFORMATION; RETAIN FOR YOUR RECORDS." Non-Payment of Regulated Charges on a specific date, as agreed, will result in a discontinuance of service. Any reconnection would involve a reconnection charge of \$25.00

2.10.2 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability, immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, including the follow:

A. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s);

B. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications service(s); or

C. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

1. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Price List;
2. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
3. Any other fraudulent means or devices.

D. The Customer uses service in such a manner as to interfere with the service of other users; or

E. The Customer uses service for unlawful purposes.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.11. ADVANCE PAYMENTS AND DEPOSITS

A onetime Non-Refundable processing fee of \$49.99 will be due at the time of application along with the first month's prepaid phone service charge.

2.12. UNCERTIFICATED RESALE PROHIBITED

Resale of any Price Listed service appearing herein by uncertificated resellers is strictly prohibited. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity (or the equivalent thereof), or a copy thereof, prior to providing services for resale.

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SECTION 3 - SERVICE DESCRIPTIONS**3.1. LOCAL EXCHANGE SERVICE**

Local Exchange Service provides a customer a single, analog, voice grade telephonic communications channel which can be used to place or receive one call at a time to and from, respectively, other stations on the public switched telephone network. Local Exchange Service also provides a customer with a unique telephone number address on the public switched telephone network and access to certain interstate and international services offered by Company (a 'basic access line').

A basic access line includes free access to Operator Services, Directory Assistance services, Telecommunications Relay Services and emergency services by dialing 0 or 911.

3.2. DIRECTORY ASSISTANCE

A Directory Assistance Charge applies for each telephone number, and area code, and/or general information requested from Directory Assistance operator. There is no charge for the first three calls per month to Directory Assistance. The Customer can request a maximum of two numbers per call to Directory Assistance. Charges set forth in Section 4.2 will apply for each additional request made to the Directory Assistance Operator.

Directory Assistance Local Call Completion

Directory Assistance Call Completion allows the Customer the option to have their local calls completed to a requested number by either the Directory Assistance operator or the Directory Assistance audio response system that provided the requested number. All completed calls will be charged the Directory Assistance Call Completion Charge, in addition to any other appropriate charges.

3.3. DIRECTORY LISTINGS

One Listing, termed the initial listing, is included with each Customer's service. Additional listings are confined to the names of those who are entitled to the use of the Customer's service. Telephone numbers of non-published service are not listed in the Telephone Company's directories or on Directory Assistance records. Listing information (name, address and number) on non-published service is not available to the general public, notwithstanding any claim of emergency the calling party may present. Telephone numbers of non-directory listed service are omitted or deleted from the Company's alphabetical directory, however, they are carried in the Company's Directory Assistance and other records and are given to any calling party.

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SECTION 3 - SERVICE DESCRIPTIONS, Continues**3.4. LOCAL OPERATOR SERVICES**

Operator Services provide for live or automated operator treatment of calls when a customer dials "O". Services include, but are not limited to Busy Line Verification, Operator Verification Interrupt Service and Operator Assisted Call Completion Services. Access to Operator Services is provided at no charge, however, a per-call service charge and a per minute usage rate will apply when the customer elects to utilize a chargeable Operator Service.

3.5. NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases rates and charges will be applied on an 'Individual Case Basis' (ICB), where such rates and charges will be developed by the Company based on the circumstances (such as costs of labor, material, engineering and administration) in each case. 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.

3.6. HEARING AND SPEECH IMPAIRED CUSTOMERS

Directory Assistance

There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks servicing individuals with disabilities. The Company shall charge the prevailing Price List rates for every call in excess of fifty (50) within a billing cycle.

3.7. TELECOMMUNICATIONS RELAY SERVICE

The Relay Service provides specialized telecommunications equipment to qualified Florida Residents who have a certified hearing or speech impairment, pursuant to the Telecommunications Access System Act of 1991. For calls received from the Relay Service, the Company will, when billing relay calls, discount Relay Service calls by fifty percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty percent off of the otherwise applicable rate for a voice non-relay call.

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SECTION 4 – RATES AND CHARGES

4.1 LOCAL EXCHANGE SERVICE

Business Local Exchange Line Service:

	Nonrecurring Charge (Line Install)	Nonrecurring Charge (Order Charge)	Month Rate
First Line	\$41.99	\$35.00	\$16.95
Each Additional Line	\$39.99	\$24.99	\$13.95

Residential Local Exchange Service

	Nonrecurring Charge (Line Install)	Nonrecurring Charge (Order Charge)	Month Rate
First Line	\$41.99	\$35.00	\$14.95
Each Additional Line	\$39.99	\$24.99	\$12.95

Call Return	\$6.00 per month
Call Waiting	\$6.00 per month
3-Way Calling	\$6.00 per month
Caller I.D.	\$12.00 per month
Non-Published Number	\$6.00 per month

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SECTION 4 – RATES AND CHARGES, Continues

4.2 Miscellaneous Rates and Charges

Reconnection charge: \$25.00
Return Check Charge \$20.00

Operator Services (Per Call):

Busy Line Verification \$ 1.55
Operator Verification/Interrupt Service \$ 1.40
Third Number Billed \$ 1.50
Collect \$ 1.50
Person-to-Person \$ 3.40
Station-to-Station \$ 1.20

Operator Services (Per Min.): \$ 0.50
911 Emergency Service \$ 0.00
Directory Assistance (After free inquiries/month) \$ 1.50
Directory Assistance Call Completion \$ 1.50

Additional Labor, Engineering:

Per First half hour \$35.00
Per Additional half hour \$25.00

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