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May 10, 2005

COMMISSION
CLERK

05 MAY 10 PM 2:38

DP-FPSC

Ms. Blanca S. Bayo
Director, Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

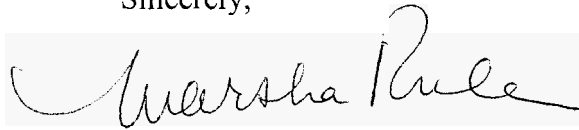
RE: Docket No. 050118-TP
Approval of Resale Agreement Between GT Com
and Phone-Link, Inc.

Dear Mrs. Bayo:

As requested by Mr. Bates, please find enclosed for filing three copies each of completed pages 3 and 5 of the Resale Agreement between GTC, Inc. d/b/a/ GT Com and Phone-Link, Inc.

Please do not hesitate to call if you have any questions or require further information.


Sincerely,


Marsha E. Rule

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- MMS _____
- RCA _____
- SCR _____
- SEC 1
- OTH _____

encl.
cc: Jeff Bates

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
04543 MAY 10 08

FPSC COMMISSION CLERK

RESALE AGREEMENT

Agreement Between GTC, Inc. and Phone-Link, Inc. Regarding the Sale of GTC, Inc. Services to Phone-Link, Inc. For The Purpose of Resale

This Agreement (“Agreement”) is between GTC, Inc. d/b/a GT Com (“GT Com” or “Company”), a Florida corporation, and Phone-Link, Inc. (“Phone-Link”), a Kentucky corporation hereinafter individually, a “Party” and collectively, “the Parties”, entered into this 26th day of January, 2005.

WITNESSETH

WHEREAS, GT Com is a local exchange telecommunications company authorized to provide telecommunications services in the state of Florida; and

WHEREAS, Phone-Link is or seeks to become an alternative local exchange telecommunications company authorized to provide telecommunications services in the state of Florida; and

WHEREAS, Phone-Link desires to resell GT Com telecommunications services; and

WHEREAS, GT Com has agreed to provide such services to Phone-Link for resale purposes and pursuant to the terms and conditions set forth herein;

Therefore, for and in consideration of the mutual premises and promises contained herein, GT Com and Phone-Link agree as follows:

I. Definitions

A. For purposes of this Agreement, the following terms, whether or not capitalized, shall have the following meanings (all terms defined in the singular to have the same meaning when used in the plural and vice versa):

1. ACT Means the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.
2. ALTERNATIVE LOCAL EXCHANGE COMPANY (ALEC) means a telephone company certified by a Commission to provide local exchange service within the Company’s franchised area.

B. The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement or, as applicable, as such term is defined in the Act.

II. Term and Termination of Agreement

A. The term of this agreement shall be two years beginning January 26, 2005 and shall apply to all of GT Com's service territory as of January 1, 2005 in the state of Florida.

B. This agreement shall be automatically renewed for an additional one year period unless either Party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other Party no later than 60 days prior to the end of the then-existing contract period. Unless a party notifies the other party of its intent not to renew this Agreement in accordance with the preceding provisions, the terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.

C. Either party may terminate this agreement at any time by providing written notice of termination to the other party, such written notice to be provided at least 90 days in advance of the date of termination. In the event of such termination, service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption under either (a) a new agreement executed by the Parties, or (b) standard terms and conditions contained in GT Com's tariff or other substitute document that are approved and made generally effective by the Commission or the FCC.

D. In the event of a default, the non-defaulting Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined to include:

1. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
2. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

E. Notwithstanding anything herein to the contrary, should GT Com sell or trade substantially all the assets in an exchange or group of exchanges that GT Com uses to provide Telecommunications Services, this Agreement shall terminate as of the closing date of such sale or trade.

F. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which