

210 N. Park Ave. Winter Park, FL 32789

P.O. Drawer 200 Winter Park, FL 32790-0200

Tel: 407-740-8575 Fax: 407-740-0613 t'mi@tminc.com July 25, 2000 Overnight

Blanca Bayo, Director Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oaks Boulevard Tallahassee, FL 32399-0870

医尿管内 PHERE SERVICE CONTRACTOR 00 JUL 26 MM 8 50 MAILROOM

DEPOSIT DATE D 3 3 3 3 JUL 2 7 2000 0 0 0 9 51 - 7 1

RE: Initial Application to Provide Interexchange Telecommunication Services Global Broadband, Inc.

Dear Ms. Bayo:

Enclosed for filing are the original and six copies of the above referenced application of Global Broadband, Inc. to provide Interexchange Telecommunication Service in Florida. Also enclosed in a check for the \$250 filing fee.

Questions pertaining to this application or tariff should be directed to my attention at (407) 740-8575.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self-addressed, stamped envelope enclosed for this purpose,

Thank you for your assistance.

Sincerely,

Miniace Bipiles

TECHNOLOGIES MANAGEMENT, INC P.O. BOX 200 WINTER PARK, FL 32790-0200 (407) 740-8575	BANK OF AMERICA WINTER PARK, FL 32789 63-27/631	25783
PAY TO THE ORDER OF Florida Public Service Commission		<u>3/16/2000</u> \$ **250.00
Two Hundred Fifty and 00/100*********************************	**************************************	i DOLLARS Sociity features included. Details on back.
2540 Shumard Oaks Blvd. Tallahassee, Fl 32302-1500 MEMOflorida Public Service Commision	DOCUMENT NUMBER-DATE	ENT, INC.
"• O 2 5 7 8 3 "•		



210 N. Park Ave. Winter Park, FL 32789

P.O. Drawer 200 Winter Park, FL 32790-0200

Tel: 407-740-8575 Fax: 407-740-0613 tmi@tminc.com July 25, 2000 Overnight

Blanca Bayo, Director Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oaks Boulevard Tallahassee, FL 32399-0870

DATE DEPOSIT D S 3 3 4 JUL 2 7 2003

an els Conto en

00 JUL 26 M 8 50

MAIL ROOM

RE: Initial Application to Provide Interexchange Telecommunication Services Global Broadband, Inc.

Dear Ms. Bayo:

Enclosed for filing are the original and six copies of the above referenced application of Global Broadband, Inc. to provide Interexchange Telecommunication Service in Florida. Also enclosed in a check for the \$250 filing fee.

Questions pertaining to this application or tariff should be directed to my attention at (407) 740-8575.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self-addressed, stamped envelope enclosed for this purpose.

Thank you for your assistance.

Sincerely,

ree Synce Mønique Byrne

Consultant to Global Broadband, Inc.

cc: P. Eldredge, Global Broadband file: Global Broadband - FL

tms: fli0000

Check received with filing 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:



00 JUL 25 MM 8 50

000951-TI

210 N. Park Ave. Winter Park, FL 32789 P.O. Drawer 200

Winter Park, FL 32790-0200

Tel: 407-740-8575 Fax: 407-740-0613 tmi@tminc.com RE: Initial Application to Provide Interexchange Telecommunication Services Global Broadband, Inc.

Dear Ms. Bayo:

July 25, 2000

Blanca Bayo, Director

Division of Records and Reporting Florida Public Service Commission

2540 Shumard Oaks Boulevard

Tallahassee, FL 32399-0870

Overnight

Enclosed for filing are the original and six copies of the above referenced application of Global Broadband, Inc. to provide Interexchange Telecommunication Service in Florida. Also enclosed in a check for the \$250 filing fee.

Questions pertaining to this application or tariff should be directed to my attention at (407) 740-8575.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self-addressed, stamped envelope enclosed for this purpose.

Thank you for your assistance.

Sincerely,

que Syne lavi. Mønique Byrnes

Consultant to Global Broadband, Inc.

cc: P. Eldredge, Global Broadband

file: Global Broadband - FL

tms: fli0000

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

DOCUMENT NUMBER-DATE

09006 JUL 26 B

Initials of person who forwarded eneck:

FPSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION DIVISION OF COMMUNICATIONS BUREAU OF SERVICE EVALUATION

APPLICATION FORM for

AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE WITHIN THE STATE OF FLORIDA

000951-TT

ORIGINAL

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

Florida Public Service Commission Division of Communications Bureau of Service Evaluation 2540 Shumard Oak Boulevard Gunter Building Tallahassee, Florida 32399-0850 (904) 413-6600

E. 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 Administration 2540 Shumard Oak Blvd. Gunter Building Tallahassee, Florida 32399-0850 (904) 413-6251

FORM PSC/CMU 31 (12/96)

1

FPSC-RECORDS/REPORTING

09006 JUL 26 B

- 1. Select what type of business your company will be conducting (check all that apply):
 - () **Facilities based carrier** company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
 - (X) **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.
 - (X) **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 the 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.

FORM PSC/CMU 31 (12/96)

- 2. This is an application for $\sqrt{}$ (check one):
 - (X) Original Authority (New company)
 - () Approval of transfer (To another certificated company)
 - () Approval of assignment of existing certificate (To a noncertificated company)
 - () Approval for transfer of control (To another certificated company.)
- 3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:

Global Broadband, Inc.

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

Not applicable

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

	Global Broadband, Inc.
Street:	70 West 36th Street, 16th Floor
City, State:	New York, NY
Zip Code:	10018

FORM PSC/CMU 31 (12/96)

6. Florida address (including street name & number, post office lox, city, state and zip code).

Not applicable

- 7. Structure of organization:
 - () Individual
 - (X) Foreign Corporation
 - () General Partnership
 - () Other,

- () Corporation
- () Foreign Partnership
- () Limited Partnership
- 8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.
 - (a) Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable. Not applicable
 - (b) Indicate if the individual or any of the partners have previously been:
 - (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
 - (2) 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 the company, give reason why not.

- 9. If incorporated, please give:
 - (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: **F00000001453**

(b) Name and address of the company's Florida registered agent.

Corporation Service Company 1201 Hays Street Tallahassee, FL 32301

(c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Not applicable

Fictitious name registration number:

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
 - (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

No officer, director or stockholder of the Company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the Company are involved in proceedings which may result in such action.

(2) 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 the company, give reason why not.

Several members of the management team of Global Broadband have been officers of other telecommunications entities certified in Florida. Please see Management Profiles.

FORM PSC/CMU 31 (12/96)

5

- 10. Who will serve as harson with the Commission in regard to (please give name, title, address and telephone number):
 - (a) The application:

Monique Byrnes Consultant to Global Broadband, Inc. Technologies Management, Inc. P.O. Drawer 200 Winter Park, FL 32790-0200 Telephone: (407) 740-8575 Facsimile: (407) 740-0613

(b) Official Point of Contact for the ongoing operations of the company:

Paul S. Eldredge, President Global Broadband, Inc. 70 West 36th Street, 16th Floor New York, NY 10018 Telephone: (212) 695-8523 Facsimile: (212) 695-8477

(c) Tariff:

Monique Byrnes Consultant to Global Broadband, Inc. Technologies Management, Inc. P.O. Drawer 200 Winter Park, FL 32790-0200 Telephone: (407) 740-8575 Facsimilie: (407) 740-0613

(d) Complaints/Inquiries from customers:

Customer Service Manager Global Broadband, Inc. 70 West 36th Street, 16th Floor New York, NY 10018 Toll-Free Customer Service Number: (800) 344-8966 Customer Service Hours: 8AM - 8PM EST

- **11.** List the states in which the applicant:
 - (a) Has operated as an interexchange carrier.

None

(b) Has applications pending to be certificated as an interexchange carrier.

Rhode Island

(c) Is certificated to operate as an interexchange carrier.

Massachusetts, New Jersey and New York

(d) Has been denied authority to operate as an interexchange carrier 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 carrier or other telecommunications entity, and the circumstances involved.

None

- 12. What services will the applicant offer to other certified telephone companies:
 - () Facilities

- () Operators
- () Billing and Collection

() Sales

- () Maintenance
- (X) Other: None anticipated at this time
- 13. Do you have a marketing program?

Plans are currently under development.

- 14. Will your marketing program:
 - () Pay commissions?
 - () Offer sales franchises?
 - () Offer multi-level sales incentives?
 - () Offer other sales incentives?

FORM PSC/CMU 31 (12/96)

- 15. Explain any of the otters checked in question 14 (to whom, what amount, type of franchise, etc.).
- 16. Who will receive the bills for your service (check all that apply)?
 - () Residential customers
 - () PATS providers
 - () Hotels & motels
 - () Universities
 - () Other:(specify)
- (X) Business customers
- () PATS station end-users
- () Hotel & motel guests
- () Univ. dormitory residents
- 17. Please provide the following (if applicable):
 - (a) Will the name of your company appear on the bill for your services, and if not, who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

The Company will bill customers directly. The Company's name will appear on customer bills.

(b) The name and address of the firm who will bill for your service.

Global Broadband will bill customers directly. Billing is based upon call detail provided by the Company's underlying carrier.

- **18.** Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.
 - A. Financial Capability

Regarding the showing of financial capability, the following applies:

The application <u>should contain</u> the applicant's financial statements for the most recent 3 years, including:

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

See Attachment III.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

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

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.

If available, the financial statements should be audited financial statements. If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should <u>affirm that the financial statements are true and correct</u>.

B. Managerial capability.

See Attachment IV.

C. Technical capability.

As a reseller, Applicant relies on the technical expertise of its underlying carrier for maintenance of the network.

FORM PSC/CMU 31 (12/96)

19. Please 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 Attachment II.

- 20. The applicant will provide the following interexchange carrier services (Check all that apply):
 - () MTS with distance sensitive per minute rates
 - () Method of access is $\mathbb{F}GA$
 - () Method of access is $\mathbb{F}GB$
 - () Method of access is FGD
 - () Method of access is 800

() MTS with route specific rates per minute

- () Method of access is $\mathbb{F}GA$
- () Method of access is FGB
- () Method of access is $\mathbb{F}GD$
- () Method of access is 800

(X) MTS with statewide flat rates per minute (i.e.not distance sensitive)

- () Method of access is FGA
- () Method of access is FGB
- (X) Method of access is FGD
- () Method of access is 800
- () MTS for pay telephone service providers.
- () Block of time calling plan (Reach Out Florida, Ring America, etc.)
- (X) 800 Service (Toll free)

() WATS type service (Bulk or volume discount)

- () Method of access is via dedicated facilities
- () Method of access is via switched facilities
- (X) Private line services (Channel Services) (For ex. 1.544 mbps, DS-3, etc.)

- () Travel service
 - () Method of access is 950
 - () Method of access is 800

() **900** service

(X) **Operator Services**

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

Services included are:

- (X) Station assistance
- (X) Person to person assistance
- (X) Directory assistance
- (X) Operator verify and interrupt
- (X) Conference calling
- 21. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).

For direct dial calls:	1 + destination number
For 800 calls:	1 + subscriber's toll free number

22. Other:

FORM PSC/CMU 31 (12/96)

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:**

I understand that all telephone companies must pay a regulatory assessment fee in the amount of <u>.15 of one percent</u> 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 <u>two and one-half</u> <u>percent</u> 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:**

A non-refundable application fee of \$250.00 must be submitted with the application.

5. RECEIPT AND UNDERSTANDING OF RULES:

I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.

7. ACCURACY OF APPLICATION:

By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. 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:

7/20/00

Paul S. Eldredge, President70 West 36th Street, 16th FloorNew York, NY 10018Telephone: (212) 695-8523Facsimile: (212) 695-8477

FORM PSC/CMU 31 (12/96)

APPENDICES:

- A CERTIFICATE TRANSFER STATEMENT
- B CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C INTRASTATE NETWORK
- D FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

ATTACHMENTS:

- I AUTHORITY TO OPERATE IN FLORIDA
- II PROPOSED TARIFF
- III FINANCIAL STATEMENTS
- IV MANAGERIAL AND TECHNICAL CAPABILITIES

FORM PSC/CMU 31 (12/96)



CERTIFICATE OF TRANSFER STATEMENT

I, , of Global Broadband, Inc. and current holder of certificate number ______, have reviewed this application and join in the petitioner's request for a transfer of the above-mention certificate.

Not Applicable

UTILITY OFFICIAL:

Signature

Date

Telephone

FORM PSC/CMU 31 (12/96)



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 responded to in one of the following ways (applicant please check one):

- (X) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- () The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)

UTILITY OFFICIAL:

gnature

Paul S. Eldredge, President70 West 36th Street, 16th FloorNew York, NY 10018Telephone:(212) 695-8523Facsimile:(212) 695-8477

FORM PSC/CMU 31 (12/96)

** APPENDIX C **

INTRASTATE NETWORK

- 1. POP: Addresses where located, and indicate if owned or leased.
 - None
 3)
 4)

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

- 1) None 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.

POP-to-POP TYPE OWNERSHIP

- 1) None.
- 2)
- 3)
- 4. ORIGINATING SERVICE: Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate. (Appendix D)

Statewide

5. TRAFFIC RESTRICTIONS: Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4)(a) (copy enclosed).

Not applicable

FORM PSC/CMU 31 (12/96)

- 6. CURRENT FLORIDA INTRASTATE SERVICES: Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is <u>has</u>, fully describe the following:
 - (a) What services have been provided and when did these service begin?

Not applicable

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

Not applicable.

UTILITY OFFICIAL:

Signature

202

Paul S. Eldredge, President 70 West 36th Street, 16th Floor New York, NY Telephone: (212) 695-8523 Facsimile: (212) 695-8477

FORM PSC/CMU 31 (12/96)

** APPENDIX D **

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

** FLORIDA EAS FOR MAJOR EXCHANGES **

Extended Service Area with These Exchanges

PENSACOLA:	Cantonment, Gulf Breeze, Pace, Milton Holley- Navarre.		
PANAMA CITY:	Lynn Haven, Panama City Beach, Youngstown- Fountain and Tyndall AFB.		
TALLAHASSEE:	Crawfordville, Havana, Monticello, Panacea Sopchoppy and St. Marks.	ι,	
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.		
OCALA:	Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.		
DAYTONA BEACH:	New Smyrna Beach.		
TAMPA:	CentralNoneEastPlant CityNorthZephyrhillsSouthPalmettoWestClearwater		
CLEARWATER:	St. Petersburg, Tampa-West and Tarpon Springs.		

FORM PSC/CMU 31 (12/96)

	~
ST. PETER 530URG:	Clearwater.
LAKELAND:	Bartow, Mulberry, Plant City, Polk City and Winter Haven.
ORLANDO:	Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creet, and Oviedo-Winter Springs.
WINTER PARK:	Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs, Reedy Creek, Geneva and Montverde.
TITUSVILLE:	Cocoa and Cocoa Beach.
COCOA:	Cocoa Beach, Eau Gallie, Melbourne and Titusville.
MELBOURNE:	Cocoa, Cocoa Beach, Eau Gallie and Sebastian.
SARASOTA:	Bradenton, Myakka and Venice.
FT. MYERS:	Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.
NAPLES:	Marco Island and North Naples.
WEST PALM BEACH:	Boynton Beach and Jupiter.
POMPANO BEACH:	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.
FT. LAUDERDALE:	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
HOLLYWOOD:	Ft. Lauderdale and North Dade.
NORTH DADE:	Hollywood, Miami and Perrine.
MIAMI:	Homestead, North Dade and Perrine.

Global Broadband, Inc. intends to offer service throughout the State of Florida.

FORM PSC/CMU 31 (12/96)

ATTACHMENT I

AUTHORITY TO OPERATE IN FLORIDA



FLORIDA DEPARTMENT OF STATE Katherine Harris Secretary of State

March 17, 2000

CAPITOL SERVICES

TALLAHASSEE, FL

Qualification documents for GLOBAL BROADBAND, INC. were filed on March 17, 2000 and assigned document number F00000001453. 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.

Buck Kohr Corporate Specialist Division of Corporations

Letter Number: 200A00014847

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314



I certify the attached is a true and correct copy of the application by GLOBAL BROADBAND, INC., a New York corporation, authorized to transact business within the State of Florida on March 17, 2000 as shown by the records of this office.

The document number of this corporation is F0000001453.



CR2EO22 (1-99)

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

Katherine Harris

Katherine Harris Secretary of State

ALL LIVIN DI FUKEIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

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

GlobAL BroadbAND, 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.) NEW York (State or country under the law of which it is incorporated)
3. 13-4092100
(FEI number, if applicable) (Date of incorporation) 5. <u>PEYPETUAL</u> (Duration: Year corp. will cease to exist or "perpetual") Upon filing of this application (Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

 TO
 W. 36th
 STREET

 New York
 N.Y.
 10018

 (Current mailing address)

Telecommunications activities

(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

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

Name: UniTED Corporate Services, INC ice Address: 9200 South Drde land Blud. Suite 508 Miam, Florida, <u>33156</u> (Zip code)

Registered agent's acceptance:

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

Registered agent's signature)

Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the rtment of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of 1 it is incorporated.

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

, 1	Andrew B.Worden
c ss: _	C/O Global Broadband, Inc 70 W. 36th Street, New York, N.Y. 10018
	e dia
Chair	man:
ess: _	
-	
tor:	Salvatore DiMascio
ess: _	C/O Global Broadband, Inc70 W.36th Street.New York, N.Y.10018
-	
ctor:	
ess: _	
· .	
	CERS (Street address only - P.O. Box NOT acceptable)
dent:	Paul S. Eldredge
ess:	C/O Global Broadband, Inc 70 W.36th Street, New York, N.Y. 10018
Presi	dent: <u>Steven Levy</u>
ess:	C/O Global Broadband, Inc 70 W.36th Street, New York, N.Y. 10018
etary:	Marc D. Powers
ress:	C/O Parker Duryee Rosoff & Haft - 529 Fifth AUE N.Y. N.Y. 10018
surer:	Andrew B. Worden
ress:	C/O Global Broadband, Inc 70 W.36th Street, New York, N.Y. 10018
TE:	If necessary, you may attach an addendum to the application listing additional officers and/or directors.
	VII Olluh
	(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

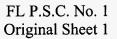
2 × 14

ATTACHMENT II

PROPOSED TARIFF

,

GLOBAL BROADBAND, 1NC.



TITLE SHEET

GLOBAL BROADBAND, INC.

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Global Broadband, Inc. with principal offices located at 70 West 36th Street, 16th Floor, New York, NY 10018. 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.

ISSUED:

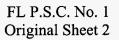
ISSUED BY:

Paul S. Eldredge, PresidentGlobal Broadband, Inc.70 West 36th Street, 16th FloorNew York, NY 10018

EFFECTIVE:

flo0000

GLOBAL BROADBAND, 1NC.



CHECK SHEET

The sheets listed below are inclusive and effective as of the date shown. Original and revised sheets as named below contain all changes from the original tariff that are in effect on the date shown on each sheet.

Sheet	Revision	Sheet	Revision
1	Original *	21	Original *
2	Original *	22	Original *
3	Original *	23	Original *
4	Original *	24	Original *
5	Original *	25	Original *
6	Original *	26	Original *
7	Original *	27	Original *
8	Original *	28	Original *
9	Original *	29	Original *
10	Original *	30	Original *
11	Original *	31	Original *
12	Original *	32	Original *
13	Original *		
14	Original *		
15	Original *		
16	Original *		
17	Original *		
18	Original *		
19	Original *		
20	Original *		

*Indicates those sheets included with this filing.

ISSUED:

ISSUED BY:

Paul S. Eldredge, PresidentGlobal Broadband, Inc.70 West 36th Street, 16th FloorNew York, NY 10018

EFFECTIVE:

GLOBAL BROADBAND, 1NC.

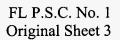


TABLE: OF CONTENTS

Title	1
Check Sheet	2
Table of Contents	3
Index	4
Symbols	5
Tariff Format	6
Section 1 - Technical Terms and Abbreviations	7
Section 2 - Rules and Regulations	1
Section 3 - Description of Service	24
Section 4 - Miscellaneous Rates and Charges	29

ISSUED:

ISSUED BY:

Paul S. Eldredge, President Global Broadband, Inc.
70 West 36th Street, 16th Floor New York, NY 10018 EFFECTIVE:

flo0000



SYMBOLS

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

- D Deleted or Discontinued Material
- I Change Resulting In An Increase To A Customer's Bill
- M Moved From Another Tariff Location
- N New Material
- R Change Resulting In A Reduction To A Customer's Bill
- T Change In Text or Regulation But No Change In Rate or Charge

ISSUED:

ISSUED BY:

Paul S. Eldredge, President Global Broadband, Inc.
70 West 36th Street, 16th Floor New York, NY 10018 **EFFECTIVE:**

GLOBAL BROADBANL JC.

FL P.S.C. No. 1 Original Sheet 5

TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Sheet 34 and Sheet 35 would be Sheet 34.1.
- **B.** Sheet Revision Numbers Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 34 cancels 3rd Revised Sheet 34.
- **C. Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a) 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i) 2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this 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 tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

ISSUED:

ISSUED BY:

Paul S. Eldredge, PresidentGlobal Broadband, Inc.70 West 36th Street, 16th FloorNew York, NY 10018

EFFECTIVE:



SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

<u>Application for Service</u> - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

<u>Authorization Code</u> - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

<u>Authorized User</u> - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Calling Card Call - A call billed to a card number issued by a Local Exchange Company.

<u>Carrier/Company</u> - Global Broadband, Inc. unless otherwise specified or clearly indicated by the context.

<u>Collect Call</u> - A billing arrangement whereby the charge for a call may be charged to the called party, provided the called party accepts the charge.

<u>Credit Card Call</u> - A call billed to a major credit or charge card such as Visa, MasterCard or American Express.

<u>Customer</u> - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of charges and compliance with tariff regulations.

Global BB - Global Broadband, Inc.

ISSUED:

ISSUED BY:

Paul S. Eldredge, PresidentGlobal Broadband, Inc.70 West 36th Street, 16th FloorNew York, NY 10018

EFFECTIVE:

flo0000

GLOBAL BROADBANL

SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.1 Definitions, (Cont'd.)

<u>Person-to-Person Call</u> - A service whereby the person originating the call specifies to the Company operator a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

<u>Premises</u> - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business as well as space at the customer's place(s) of business.

<u>Subscriber</u> - The person, firm, partnership, corporation or other entity who owns, leases or manages the pay telephone, PBX or other switch vehicle from which and end user places a call utilizing the services of the Company.

<u>Terminal Equipment</u> - All telephone instruments, large and small key PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

<u>Third Party Billed Call</u> - A billing arrangement by which the charges for a call may be billed to a number that is different from the calling number and the called number.

ISSUED:

ISSUED BY:

Paul S. Eldredge, PresidentGlobal Broadband, Inc.70 West 36th Street, 16th FloorNew York, NY 10018

EFFECTIVE:

GLOBAL BROADBANL

SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Abbreviations

LATA - Local Access Transport Area

- <u>LEC</u> Local Exchange Carrier
- MTS Message Toll Service
- NSF Non-Sufficient Funds
- OSP Operator Service Provider
- PBX Private Branch Exchange
- SAL Special Access Line

ISSUED:

ISSUED BY:

Paul S. Eldredge, PresidentGlobal Broadband, Inc.70 West 36th Street, 16th FloorNew York, NY 10018

EFFECTIVE:

SECTION 2 — RULES AND REGULATIONS

2.1 **Provision of Service**

Global Broadband, Inc.'s services and facilities are furnished for communications originating and terminating within the State of Florida under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Global Broadband, Inc. arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers and Subscribers in accordance with the terms and conditions set forth under this tariff. Global Broadband, Inc. may act as the Customer's or Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer or Subscriber, to allow connection of a Customer's or Subscriber's location to the Global Broadband, Inc. network. The Customer or Subscriber shall be responsible for all charges due for such service arrangements.

2.2 Limitations on Service

- **2.2.1** Carrier reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available. Carrier provides service subject to the provisions of this tariff.
- **2.2.2** Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.
- 2.2.3 Title to all equipment provided by Carrier under these regulations remains with Carrier. Carrier's prior written permission is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service

ISSUED:

ISSUED BY:

Paul S. Eldredge, President
Global Broadband, Inc.
70 West 36th Street, 16th Floor
New York, NY 10018

2.3 Use of Service

Service may not be used for any unlawful purposes 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.

2.4 Limitation of Liability

- 2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits of any kind, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, not caused by the negligence of the customer, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, accident, error, omission, interruption, delay or defect in transmission occurred.
- 2.4.2 Carrier will indemnify the customer and hold it harmless in respect to any loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Carrier.

ISSUED:

ISSUED BY:

Paul S. Eldredge, President
Global Broadband, Inc.
70 West 36th Street, 16th Floor
New York, NY 10018

2.4 Limitation of Liability, (Cont'd.)

- 2.4.3 Carrier shall be indemnified and held harmless by the customer against:
 - (A) Claims for libel, slander, infringement of patent or copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
 - (B) All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.
- 2.4.4 With respect to the routing of calls by Carrier to public safety answering points or municipal Emergency Service providers, Carrier's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of Carrier's action, or failure to act in routing the call, or (b) the sum of \$1,000.00.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to Carrier's terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Rules and Regulations set forth by the Commission.

ISSUED:

ISSUED BY:

Paul S. Eldredge, President Global Broadband, Inc.70 West 36th Street, 16th Floor New York, NY 10018



2.7 Customer Responsibility

- 2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:
 - (A) The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
 - (B) When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
 - (C) The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user;
 - 2. Improper use of service; or
 - 3. Any use of equipment or service provided by others.
 - (D) After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

ISSUED:

ISSUED BY:

Paul S. Eldredge, PresidentGlobal Broadband, Inc.70 West 36th Street, 16th FloorNew York, NY 10018



2.7 Customer Responsibility, (Cont'd.)

2.7.2 Maintenance, Testing and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available for any testing and adjustment which may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Deposits

The Company does not require a deposit from the customer.

2.7.4 Advance Payments

The Company does not require advance payments for service.

2.7.5 Credit Allowances

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- (A) Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- (B) The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

ISSUED:

ISSUED BY:

Paul S. Eldredge, PresidentGlobal Broadband, Inc.70 West 36th Street, 16th FloorNew York, NY 10018



2.7 Customer Responsibility, (Cont'd.)

2.7.5 Credit Allowances, (Cont'd.)

- (C) Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
 - 1. Interruptions of service resulting from Carrier performing routine maintenance;
 - 2. Interruptions of service for implementation of a customer order for a change in the service;
 - 3. Interruption caused by the negligence of the customer or his authorized user;
 - 4. Interruptions of service due to customer or authorized user provided facilities.

2.7.6 Cancellation by Customer

The Customer may have service discontinued upon written or verbal notice to the Company. The Customer shall pay the Company 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.

2.7.7 Payment and Charges for Services

Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until disconnection is requested by the customer.

ISSUED:

ISSUED BY:

Paul S. Eldredge, PresidentGlobal Broadband, Inc.70 West 36th Street, 16th FloorNew York, NY 10018

2.7 Customer Responsibility, (Cont'd.)

2.7.7 Payment and Charges for Services, (Cont'd.)

(A) Payment of Charges

Payment is due upon receipt of the invoice and shall be considered past due or delinquent after 30 days beyond the due date. Interest at the greater of 1.5% per month or the highest rate allowed by law will accrue on any unpaid amount commencing on the sixteenth day after rendition of the bill.

- 1. The customer is responsible for payment of all charges for service furnished to the customer. The initial billing may consist of one month estimated usage billed in advance. Thereafter, charges based on actual usage during a month will be billed monthly in arrears.
- 2. Service may be denied or discontinued for non-payment charges. Disconnection will not occur before fifteen (15) days from the due date and Carrier will give five (5) days written notice before any disconnection occurs. Restoration of service will be subject to all applicable installation charges.
- 3. All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.7.8 Application of Charges

The charge for service are those in effect for the period that service is furnished.

ISSUED:

ISSUED BY:

Paul S. Eldredge, PresidentGlobal Broadband, Inc.70 West 36th Street, 16th FloorNew York, NY 10018

2.8 Carrier Responsibility

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth in this tariff when service is interrupted the credit allowance will be computed on the following basis:

- (A) No credit shall be allowed for an interruption of less than two hours.
- (B) The customer shall be credited for each hour or major fraction thereof that an interruption continues beyond two hours.
- (C) When a minimum usage charge is applicable and the customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled beyond two hours.
- (D) Customers have up to 60 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credit.

2.8.2 Cancellation Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was not rendered or the equipment was not provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

ISSUED:

ISSUED BY:

Paul S. Eldredge, President Global Broadband, Inc.70 West 36th Street, 16th Floor New York, NY 10018



2.8 Carrier Responsibility, (Cont'd.)

2.8.3 Disconnection of Service by Carrier

Carrier, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- (A) Non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;
- (B) A violation of any regulation governing the service under this tariff;
- (C) A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- (D) Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

2.8.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period before service was discontinued, dividing the number of days remaining in the billing period by thirty days and multiplying the resulting fraction by the monthly charge.

ISSUED:

ISSUED BY:

Paul S. Eldredge, PresidentGlobal Broadband, Inc.70 West 36th Street, 16th FloorNew York, NY 10018

2.9 Special Conditions Governing Operator Services

2.9.1 Company Obligations

When providing Operator Services to the Company will:

- (A) Notify the End User of the operator services carrier handling the call at the beginning of each call and again before the End User incurs any charge, otherwise referred to as "double branding".
- (B) Inform the End User, upon request, of the rates to be charged and explain the method of billing, at no charge.
- (C) Not charge for unanswered or incomplete telephone calls in equal access areas and not knowingly charge for unanswered or incomplete telephone calls in non-equal access areas.
- (D) Withhold payment of commission or any other compensation to a Customer who engages in blocking 800, 950 and 10XXX access calls.
- (E) Not engage in call splashing (billing rates other than from the actual call origination location), unless the End User is informed and consents to the transfer.
- (F) Rate and bill calls from their actual point of origination, unless the End User consents to a different arrangement.
- (G) Upon receipt of an emergency telephone call, Carrier shall immediately connect the call to the appropriate emergency service of the reported location of the emergency, if known, and, if not known, of the originating location of the call.

ISSUED:

ISSUED BY:

Paul S. Eldredge, President Global Broadband, Inc.
70 West 36th Street, 16th Floor New York, NY 10018

2.9 Special Conditions Governing Operator Services, (Cont'd.)

2.9.3 Operator Service Billing Procedures

Subscribers will be billed for operator assisted calls by the Carrier's billing agent. Invoices for these services will be included in the subscriber's local telephone bill.

2.9.4 Call Routing

Carrier will route all 0- and 0+ intraLATA calls to the Local Exchange Company for appropriate handling.

ISSUED:

ISSUED BY:

Paul S. Eldredge, PresidentGlobal Broadband, Inc.70 West 36th Street, 16th FloorNew York, NY 10018

2.9 Special Conditions Governing Operator Services, (Cont'd)

2.9.5 Incomplete Calls

There shall be no charge to the caller for incomplete calls.

- (A) Carrier will not knowingly bill for uncompleted calls.
- (B) Carrier will provide full credit for any call of one minute or less upon being informed by a customer that the call was not completed.
- (C) An uncompleted call includes, but shall not be limited to:
 - 1. calls terminating in an intercept recording, line intercept operator or a busy tone; or
 - 2. calls that do not answer.
- (D) An uncompleted call does not include calls using busy line interrupt, -line status verification or directory assistance services.

ISSUED:

ISSUED BY:

Paul S. Eldredge, President Global Broadband, Inc.70 West 36th Street, 16th Floor New York, NY 10018



SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

Customers reselling or rebilling telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

3.2 Timing of Calls

- **3.2.1** Long distance charges are based on the usage of Global BB's network. Chargeable time begins when the local exchange company signals that the called party has answered. Chargeable time ends when either party disconnects. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- **3.2.2** Minimum call durations and rounding of usage measurements for billing purposes are specified in the description of each service in this tariff.
- **3.2.3** There is no billing applied for incomplete calls.
- **3.2.4** Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed at the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

ISSUED:

ISSUED BY:

Paul S. Eldredge, PresidentGlobal Broadband, Inc.70 West 36th Street, 16th FloorNew York, NY 10018



SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Minimum Call Completion Rate

The Customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D(1+) services. Carrier will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

3.4 Time of Day Rate Periods

The Company does not offer services with rates based on time of day.

3.5 Calculation of Distance

The Company does not offer services with rates based on distance.

ISSUED:

ISSUED BY:

Paul S. Eldredge, PresidentGlobal Broadband, Inc.70 West 36th Street, 16th FloorNew York, NY 10018



SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Operator Assisted Services

3.6.1 General

The Company provides the Customer operator assisted services to its presubscribed Customers and to aggregator locations on a per call service charge basis. In addition to the per call service charge, mileage-sensitive usage rates apply. The company's operator services are accessible on a twenty-four (24) hour per day seven (7) days per week basis.

The use of the Company's operator services allows the Customer to select from the special call handling or billing arrangements specified within. Call rates and applicable service charges will be assessed to the call originator, the called party's telephone number based on the call type (i.e. operator dialed, collect, third party billed, credit card billed or customer dialed credit card billed without the use of an operator's assistance) initiated by the call originator and the appropriate acknowledgment of other parties, where applicable.

ISSUED:

ISSUED BY:

Paul S. Eldredge, President
Global Broadband, Inc.
70 West 36th Street, 16th Floor
New York, NY 10018



SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Operator Assisted Services, Cont'd.

3.5.1 General, Cont'd.

The types of calls handled are as follows:

<u>Customer Dialed Calling/Credit Card Call</u> - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

<u>Operator Dialed Calling/Credit Card Call</u> - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

<u>Operator Station</u> - These charges apply in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

<u>Person-to-Person</u> - This charge applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

ISSUED:

ISSUED BY:

Paul S. Eldredge, PresidentGlobal Broadband, Inc.70 West 36th Street, 16th FloorNew York, NY 10018

EFFECTIVE:

flo0000





SECTION 4 - MISCELLANEOUS RATES AND CHARGES

4.1 Exemptions and Special Rates

4.1.1 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications devise for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

- A. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- B. The credit to be given on a subsequent bill for such calls placed with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

ISSUED:

ISSUED BY:

Paul S. Eldredge, President Global Broadband, Inc.
70 West 36th Street, 16th Floor New York, NY 10018



SECTION 4 - MISCELLANEOUS RATES AND CHARGES

4.2 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call: \$0.30

ISSUED:

ISSUED BY:

Paul S. Eldredge, PresidentGlobal Broadband, Inc.70 West 36th Street, 16th FloorNew York, NY 10018

SECTION 4 - MISCELLANEOUS RATES AND CHARGES, (CONT'D.)

Operator Assisted Services 4.3

4.3.1 Long Distance Operator Assistance

USAGE:

	DAY		EVENING		NIGHT/WEEKEND	
Mileage	1 st Minute	Add'l. Minute	1 st Minute	Add'l. Minute	1 st Minute	Add'l. Minute
ALL	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30

4.3.2 Per Call Service Charges:

Customer Dialed Calling Card	\$ 1.75
Operator Dialed Calling Card	\$ 1.75
Collect	\$ 1.75
Third Party Billed	\$ 1.75
Person-to-Person	\$ 3.25

ISSUED:

ISSUED BY:

Paul S. Eldredge, President Global Broadband, Inc. 70 West 36th Street, 16th Floor New York, NY 10018





SECTION 4 - MISCELLANEOUS RATES AND CHARGES, (CONT'D.)

4.4 Toll and Long Distance Services

4.4.1 Switched Outbound Service

Switched Outbound Service is available to Customers for outbound calling via Customer-provided local exchange company provided switched access. Billing increment is six (6) seconds with an initial period for billing purposes of six (6) seconds. Rates are not mileage sensitive.

Per Minute Usage Charge: \$0.08

4.4.2 Switched Inbound Service

Switched Inbound Service is available to business and residential subscribers for incoming calls. Calls originate from any interstate or intrastate location over a toll-free number and terminate to a Customer-provided switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Billing increment is six (6) seconds with an initial period for billing purposes of six (6) seconds.

Per Minute Usage Charge \$0.08

ISSUED:

ISSUED BY:

Paul S. Eldredge, President Global Broadband, Inc.70 West 36th Street, 16th Floor New York, NY 10018

ATTACHMENT III

FINANCIAL STATEMENTS

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

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.

Global Broadband, Inc. has the financial capability to begin and maintain operations in the state of Florida. The company intends to begin operations as a reseller which involves no capital investment.

Global Broadband, Inc. has not begun offering service in any state.

The company submits its current balance sheet which demonstrates cash holdings of more than \$900,000.

UNAUDITED FINANCIALS AS OF April 26, 2000					
ASSETS					
Current Assets					
Cash	916,000				
Due from Escrow Agent	50,000				
Total Current Assets	966,000				
Long-Term Assets					
Property, plant, and equipment	255,300				
Less accumulated depreciation	(
Startup costs	138				
Amortization of Startup costs	-138				
Intangible Assets	5,395				
Total Long-Term Assets	260,695				
Total Assets	1,226,695				
LIABILITIES AND SHAREHOLDERS' EQUITY					
Current Liabilities	c				
Accounts payable / accrued expenses	(
Notes Payable Due to Stockholders	(
Total Current Liabilities	C				
Long-Term Liabilities Long-Term debt less current maturities	C				
	(
Total Long-Term Liabilities	C				
Shareholders' Equity					
Common stock, \$.0001 par value per share, authorized 20,000,000					
shares, 7,816,667 issued and outstanding	782				
Additional paid-in capital	1,650,00				
Retained Deficit	-424,08				
Total Shareholders' Equity	1,22669				
Total Liabilities and Shareholders' Equity	1,22669				

ATTACHMENT IV

MANAGERIAL AND TECHNICAL CAPABILITIES

MANAGEMENT PROFILES

GLOBAL BROADBAND, INC.

Paul Eldredge

President, Chief Operating Officer, Director

Mr. Eldredge has been President, Chief Operating Officer and Director of the company since December 1999. From April 1996 until his employment with Global Broadband, Mr. Eldredge was President and Director of Comav Corporation. Comav was one of the first facilities-based competitive local exchange companies operating in western Massachusetts. Prior to joining Comav, Mr. Eldredge spent thirty years with Bell Atlantic (NYNEX) where he had significant management and operational responsibilities in New York. Mr. Eldredge served as Director of Regulatory Affairs and has extensive regulatory experience with the New York Public Service Commission. Mr. Eldredge served as Director of Network Operations and was responsible for overseeing telephone operations in the midtown and financial district of southern Manhattan, New York. Mr. Eldredge holds a Bachelor of Business Administration from the City College of New York and attended the Executive Program at the University of Virginia.

Steve Levy

Executive Vice President, Sales

Mr. Levy has more than nineteen years in the telecommunications industry. For the year prior to joining Global Broadband he was Vice President of North American Sales for Call Sciences. From February 1993 until January 1999 he held the position of vice President - General manager for MFS in its Intelenet's division for the New York/ New Jersey region, during the company's most explosive growth phase. From 1990 to 1992 Mr. Levy held the position of Director of Agency Sales for International Telecharge Inc. (ITI) and during the prior eight years held numerous positions in sales and sales management for Sprint. Steve Levy earned a Bachelor of Science Degree in Computer Science form Northern Illinois University.

George MacEwen

Chief Financial Officer

Mr. MacEwen is Chief Financial Officer of Global Broadband and brings with him over thirty years of financial experience and expertise at Bell Atlantic. Prior to joining Global Broadband, Mr. MacEwen was a Director with Bell Atlantic. His career there included extensive involvement with the analysis, planning and resource allocation for the operational units of Bell Atlantic. Mr. MacEwen earned his Bachelor of Science Degree in Mathematics from Long Island University and an Executive Master's Degree in Business Administration from Pace University.

MANAGEMENT PROFILES

GLOBAL BROADBAND, INC.

Michelle Craft

Vice President, Marketing

Ms. Craft has twenty years experience working with and for telecommunications companies. Prior to joining Global Broadband, Ms. Craft was Marketing Officer for DeWolff, Boberg and Associates, a management consulting firm to Fortune 500 companies. From 1988 to 1998, Ms. Craft was Vice President of Marketing and New Business Development for Evans Group (division of Publicis-Bloom, a top 25 advertising and public relations firm) directing hi-tech and telecom accounts. After serving as Director of Research at the National Cable TV Association for four years, Ms. Craft owned and operated more than a dozen cable TV systems that were subsequently sold to CapCities TV (now Disney/ABC). She earned a Bachelor of Arts Degree in Business from Catholic University in Washington D.C.

Alfons Bielecki

Chief Technical Officer

Mr. Bielecki is Chief Technical Officer of Global Broadband, Inc. For thirty two years prior to joining the company, Mr. Bielecki was employed by Bell Atlantic where he held management, operational and technical positions in most facets of the telecommunications business. Mr. Bielecki served as Director of Area Operations in upstate New York and was responsible for the provisioning and maintenance of the digital network in Western New York. He was extensively involved with Bell Atlantic's DSL operations and served as Technical Consultant for Telcordia Technologies, facilitating a DSL Solution Overview for Bell Atlantic's DSL implementation team and DSL capacity management engineers. Mr. Bielecki holds a Bachelor of Science Degree in Business Administration from Empire State College.