Lance J.M. Steinhart
Attorney At Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
Facsimile: (770) 232-9208

DEPOSIT DATE
D706 FEB 05 1998

February 4, 1998

VIA OVERNIGHT DELIVERY

980188-TI

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Blvd.
Gunter Bldg.
Tallahassee, Florida 32399-0850

Re: Satellink Paging, LLC

Dear Sir/Madam:

Enclosed please find one original and twelve (12) copies of Satellink Paging, LLC's Application for Authority to Provide Interexchange Telecommunications Service Within the State of Florida, along with an original and twelve (12) copies of Satellink Paging, LLC's proposed tariff.

Satellink Paging, LLC has sufficient financial capability to provide the requested service in the State of Florida and has sufficient financial capability to maintain the requested service and to meet its lease or ownership obligations. In support of Satellink Paging, LLC's stated financial capability, attached to its application is a copy of the Applicant's parent company's (Satellink Communications, Inc.'s) audited financial statements for year ended July 31, 1997. As a reseller, Satellink Paging, LLC does not intend to make significant capital investment to provide service in the State of Florida, however, Satellink Paging, LLC intends to fund the provision of service through internally generated cash flow, and to the extent necessary, from cash contributions from its parent company. Satellink Paging, LLC also has the ability to borrow funds, if required, based upon its financial capabilities.

I also have enclosed a check in the amount of $250.00 payable to the Florida Public Service Commission to cover the cost of filing these documents.

DN 01845-98
2/5/98

Please return a stamped copy of the extra copy of this letter in the enclosed preaddressed prepaid envelope.

If you have any questions regarding the application or the tariff, please do not hesitate to call me. Thank you for your attention to this matter.

Sincerely,

Lance J.M. Steinhart, Esq.
Attorney for Satellink Paging, LLC

Enclosures
cc: Robert P. Poche

** 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

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 Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6600

E. Once completed, submit the original and twelve (12) 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 (11/91)
Required by Commission Rule Nos. 25-24.471, 25-24.473, 25-24.480(2)

1. This is an application for (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).

2. 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.

   ( ) **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.

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:

Satellink Paging, LLC

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

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

1325 Northmeadow Parkway, Suite 120
Roswell, Georgia 30076

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

None.

7. Structure of organization;

( )	Individual	( )	Corporation
( )	Foreign Corporation	( )	Foreign Partnership
( )	General Partnership	( )	Limited Partnership

(X) Other, Foreign limited liability company

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners. **Not applicable**

   (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.160 FS), if 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 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: ___________

Applicant has applied to the Secretary of State and will file evidence of qualification upon receipt.

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

Richard A. Murdoch, Esq.
980 N. Federal Highway, Suite 410
Boca Raton, Florida 33432

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

(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 company, give reason why not.

No.

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

(a) The application;

Lance J.M. Steinhart
6455 East Johns Crossing, Suite 285
Duluth, GA 30097
770-232-9200

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

Robert P. Poche
Satellink Paging, LLC
1325 Northmeadow Parkway, Suite 120
Roswell, Georgia 30076
(770) 625-2599

(c) Tariff;

Lance J.M. Steinhart
6455 East Johns Crossing, Suite 285
Duluth, GA 30097
770-232-9200

(d) Complaints/Inquiries from customers;

Lindy Chambers
Satellink Paging, LLC
1325 Northmeadow Parkway, Suite 120
Roswell, Georgia 30076
(800) 344-0415

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.

Applicant is in the process of filing Applications in the 48 contiguous states and Hawaii.

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

Alabama, Georgia, and Texas.

(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 company or other telecommunications entity, and the circumstances involved.

None.

12. What services will the applicant offer to other certificated telephone companies:

( ) Facilities
( ) Billing and Collection
( ) Maintenance
( ) Other:____________________

( ) Operators
( ) Sales

None.

13. Do you have a marketing program?

Yes.

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

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.).

Applicant will pay commissions to sales representatives.

16. Who will receive the bills for your service (Check all that apply)?

(X) 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?

Applicant's name and toll free number will appear on all end-users' bills.

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

Applicant will do its own billing utilizing completed call detail information which its underlying carrier and from its own switching platform.

18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.482 (example enclosed).

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

___ **MTS with distance sensitive per minute rates**
___ Method of access is FGA
___ Method of access is FGB
___ Method of access is FGD
___ Method of access is 800

___ **MTS with route specific rates per minute**
___ Method of access is FGA
___ Method of access is FGB
___ Method of access is FGD
___ Method of access is 800

___ **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
_X_ 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)**

_X_ **WATS type service (Bulk or volume discount)**
_X_ Method of access is via dedicated facilities
_X_ Method of access is via switched facilities

___ **Private Line services (Channel Services)**
(For ex. 1.544 mbs., DS-3, etc.)

_X_ **Travel Service**

   ___ Method of access is 950
   _X_ Method of access is 800

___ **900 service**

___ **Operator Services**
___ Available to presubscribed customers
___ Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals)
___ Available to inmates

Services included are:

___ Station assistance
___ Person to Person assistance
___ Directory assistance
___ Operator verify and interrupt
___ Conference Calling

20. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).

1+area code+number or 1-800-XXX-XXXX

21. _X_ **Other:**

A. **Attached hereto are Satellink Communications, Inc.'s audited financial statements for year ended July 31, 1997.**

B. **See attached resumes of Applicant's key employees.**

C. **Applicant will use the network services of its underlying carrier to provide services to customer in the State of Florida.**

ATTACHMENTS:

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

** APPENDIX B **

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: ______________________ ____________ Date

Jerry W. Mayfield

President 770-625-2599
Title Telephone No.

** APPLICANT ACKNOWLEDGEMENT STATEMENT **

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of $50 is required.

2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.

3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.

4. **APPLICATION FEE:** 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 AAV service.

6. **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.

UTILITY OFFICIAL:

Signature

Date

Jerry W. Mayfield

President
Title

770-625-2599
Telephone No.

FL

LIST OF ATTACHMENTS

PROPOSED TARIFF

FINANCIAL INFORMATION

MANAGEMENT INFORMATION

PROPOSED TARIFF

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Satellink Paging, LLC ("SPL"), with principal offices at 1325 Northmeadow Parkway, Suite 120, Roswell, Georgia 30076. This tariff applies for telecommunications services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

CHECK SHEET

Sheets 1 through 32 inclusive of this tariff 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 tariff and are currently in effect as of the date on the bottom right-hand side of this sheet.

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

* Original or Revised Sheet Included in the most recent tariff filing

TABLE OF CONTENTS

ALPHABETICAL INDEX

SYMBOLS

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

D - Delete or Discontinue
I - Change Resulting In An Increase to A Customer's Bill
M - Moved from Another Tariff 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

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding 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 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 on Commission file.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable SPL to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Florida Public Service Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of SPL or purchases a SPL Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or SPL - Used throughout this tariff to mean Satellink Paging, LLC, a Georgia limited liability company.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Florida.

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

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by SPL for telecommunications between points within the State of Florida. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in Florida.

2.1.1 The services provided by SPL are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by SPL and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of SPL.

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use and Limitations of Services

2.2.1 SPL's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

2.2.2 The use of SPL's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of SPL's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 SPL's services are available for use twenty-four hours per day, seven days per week.

2.2.5 SPL does not transmit messages, but the services may be used for that purpose.

2.2.6 SPL's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5.1 herein.

2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.

2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

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

2.3.4 The Company's liability, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects shall not exceed an amount equal to the charges provided for under this tariff a long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company, except as ordered by the Commission.

2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by SPL on the Customer's behalf.

2.4.3 If required for the provision of SPL's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to SPL.

2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to SPL and the Customer when required for SPL personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of SPL's services.

2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of SPL's equipment to be maintained within the range normally provided for the operation of microcomputers.

2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with SPL's facilities or services, that the signals emitted into SPL's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

Section 2.4.6 Continued

If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, SPL will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to SPL equipment, personnel or the quality of service to other Customers, SPL may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, SPL may, upon written notice, terminate the Customer's service.

2.4.7 The Customer must pay SPL for replacement or repair of damage to the equipment or facilities of SPL caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.

2.4.8 The Customer must pay for the loss through theft of any SPL equipment installed at Customer's premises.

2.4.9 If SPL installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, SPL may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due SPL for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over SPL's services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting SPL from furnishing its services.

2.5.2 Without incurring liability, SPL may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and SPL's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.3 Service may be discontinued by SPL without notice to the Customer, by blocking traffic to certain counties, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when SPL deems it necessary to take such action to prevent unlawful use of its service. SPL will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6 Credit Allowance - Interruption of Service

2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.

2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.

2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.

2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.

2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.

2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours
"B" - monthly charge for affected activity

2.7 Deposit

The Company does not require deposits.

2.8 Advance Payments

The Company does require advance payments.

2.9 Payment and Billing

2.9.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.

2.9.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.10 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.11 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein, except for prepaid calling cards.

2.12 Late Charge

A late fee will be charged on any past due balances as set forth in Section 4.10 of this tariff.

2.13 Returned Check Charge

A fee, as set forth in Section 4.6 of this tariff, will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.14 Location of Service

The Company will provide service to Customers within the State of Florida.

2.15 Sale of Telecommunications Services to Uncertified IXCs Prohibited

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

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in one minute increments. All calls are rounded up to the next whole increment.

3.1.2 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. SPL will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

1325 Northmeadow Parkway, Suite 120
Roswell, Georgia 30076
(800) 344-0415

3.2 Continued

Any objection to billed charges should be reported promptly to SPL or its billing agent. Subject to Section 2.10.3 of this tariff, adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission by telephone at 1-800-342-3552 to intervene in the billing dispute.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of SPL or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. SPL's name and toll-free telephone number will appear on the Customer's bill.

3.5 Service Offerings

3.5.1 1+ Dialing

The customer utilizes "1+" dialing, or "101XXXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "101XXXX" followed by "1 + 7 digits" or "1 + 10 digits" for intraLATA calls.

3.5.2 Travel Cards.

The Customer utilizes an 11 digit "800" access number established by SPL to access a terminal. Upon receiving an automated voice prompt, the Customer is instructed to enter an Authorization Code. After entering the Authorization Code, the Customer will receive a dial tone and can enter the area code and phone number of the desired party. In order to terminate the call, the Customer may either hang up or press the pound (#) key three times, which will return the Customer to a dial tone in order to place another call.

3.5.3 800 Service (Toll free).

This service is inbound calling only where an 800 or 888 number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

3.5.4 SPL Prepaid Calling Cards.

This service permits use of SPL Prepaid Calling Cards for placing long distance calls. Customers may purchase SPL Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. SPL Prepaid Calling Cards are available at a variety of face values ranging from five dollars ($5.00), in one dollar ($1.00) increments. SPL Prepaid Calling Card service is accessed using the SPL toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code. and then to enter the terminating telephone number. SPL's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call, which includes applicable taxes, is deducted from the remaining Telecom Unit balance on the Customer's SPL Prepaid Calling Card.

All calls must be charged against an SPL Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

In order to continue the call, the Customer can either call the toll-free number on the back of the SPL Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the SPL Prepaid Calling Card is insufficient to continue the call.

Section 3.5.4 Continued

A card will expire 12 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for SPL Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the SPL Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, , etc.), and the approximate time that the call was placed.

When a call charged to an SPL Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit. Credit allowances for calls pursuant to SPL Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

3.5.5 SPL Enhanced Communication Service

SPL Enhanced Communication Service is accessed using either a unique toll-free or local access number provided to each Customer. This service is an adjunct to the Company's paging and voice mail service. After pressing the star (*) key, the caller is prompted by an automated voice response system to enter his/her Authorization Code. Upon confirmation of the Authorization Code, the caller is given a menu of choices.

3.5.5.A SPL Long Distance Calling

In order to complete a SPL Long Distance Call, the Customer is instructed to press the number two (2) key. After entering the 2 key, the Customer will receive a dial tone and can then enter the area code and phone number of the desired party. To terminate the call and return back to the menu, the Customer presses the pound (#) key three times.

3.5.5.B SPL Personal Link Service

SPL Personal Link Service allows Customers to select certain phone numbers to which the SPL Enhanced Communication Service will forward. When a caller reaches the Customer's voice mail service, the caller can press zero (0) during the voice mail greeting, and the caller will automatically be forwarded to the designated numbers in order to reach the Customer.

3.5.5.C SPL Conference Calling

In order to utilize SPL Conference Calling, the Customer is instructed to press the number two (2) key. After entering the 2 key, the Customer will receive a dial tone and then can select Conference Calling and can then enter the area code and phone number of the desired parties.

3.5.6 Local Calls and Directory Assistance.

Local calls will not be accepted or completed. SPL does not provide local directory assistance. Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will be applicable for each number requested, whether or not the number is listed or published.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may offer approved special promotions of new or existing services or products for limited time periods as approved by the Commission. These promotions will include specific tariffed starting and ending dates. All such promotions will be offered on a completely non-discriminatory basis. All such tariffed promotions must be approved by the Commission and must state exactly what charges are being reduced or waived, who is eligible, and what Customers have to do to be eligible.

SECTION 4 - RATES

4.1 1+ Dialing

$0.25 per minute

4.2 Travel Cards

$0.25 per minute

A service charge of $.25 will apply per call.

4.3 800 Service (Toll Free)

$0.20 per minute

4.4 Prepaid Calling Cards

Price Per Telecom Unit
$.30

Cards will be decremented by one Telecom Unit for each minute or fractional part of a minute for intrastate calls. These rates apply twenty-four hours per day, seven days per week.

4.5 SPL Enhanced Communication Service

$0.15 per minute

4.1.1 Conference Calling

$0.25 per minute per party, including the caller
$0.50 per call service charge

4.6 Directory Assistance

$.75

4.7 Returned Check Charge

$20.00

4.8 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

4.9 Rates Applicable for Hearing/Speech Impaired Persons

For intrastate toll messages which are communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, the rates shall be evening rates for daytime calls and night rates for evening and night calls.

Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice nonrelay calls.

Florida Public Service Commission Rules and Regulations require the Company to provide the first 50 directory assistance calls initiated per billing cycle by handicapped persons free of charge.

4.10 Employee Concessions

The Company does not offer employee concessions.

4.11 Late Charge

1.5% monthly or the amount otherwise authorized by law, whichever is lower.

4.12 Payphone Dial Around Surcharge

A dial around surcharge of $.50 per call will be added to any completed INTRAstate toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

FINANCIAL INFORMATION

ARTHUR ANDERSEN LLP

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To the Board of Directors of
Satellink Communications, Inc.:

We have audited the accompanying consolidated balance sheets of **SATELLINK COMMUNICATIONS, INC. AND SUBSIDIARY** (a Georgia corporation) as of July 31, 1997 and 1996 and the related consolidated statements of operations, stockholders' equity (deficit), and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Satellink Communications, Inc. and subsidiary as of July 31, 1997 and 1996 and the results of its operations and its cash flows for the years then ended in conformity with generally accepted accounting principles.

Arthur Andersen LLP

Atlanta, Georgia
October 13, 1997

SATELLINK COMMUNICATIONS, INC. AND SUBSIDIARY

CONSOLIDATED BALANCE SHEETS

JULY 31, 1997 AND 1996

ASSETS	1997	1996
CURRENT ASSETS:		
Cash	$ 193,346	$ 524,708
Accounts receivable, net of allowance for doubtful accounts of $445,028 and $198,911 in 1997 and 1996, respectively	2,698,481	2,143,173
Other receivables	147,470	44,746
Prepaid expenses and other current assets	362,053	276,135
Total current assets	3,401,350	2,988,762
PROPERTY AND EQUIPMENT, at cost:		
Paging systems equipment	9,044,247	7,029,233
Computer and terminal equipment	3,244,494	1,894,123
Furniture and fixtures	495,133	188,377
Leasehold improvements	107,766	81,063
	12,891,640	9,192,796
Less accumulated depreciation	(4,371,932)	(3,230,160)
Property and equipment, net	8,519,708	5,962,636
OTHER ASSETS:		
Goodwill, net of accumulated amortization of $288,718 and $56,257 in 1997 and 1996, respectively	9,081,211	6,584,173
Intangible assets, net of accumulated amortization of $1,697,281 and $1,112,743 in 1997 and 1996, respectively	3,500,905	2,173,518
Investment in joint ventures	219,627	193,085
Deferred tax asset	250,000	0
Other	33,291	33,074
Total other assets	13,085,034	8,983,850
	$25,006,092	$17,935,248

LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	1997	1996
CURRENT LIABILITIES:		
Current maturities of long-term debt	$ 917,326	$ 811,749
Accounts payable and accrued liabilities	2,340,024	1,754,339
Customer deposits	372,140	395,506
Deferred revenues	710,361	661,785
Accrued dividends on preferred stock	88,047	99,447
Total current liabilities	4,427,898	3,722,826
LONG-TERM DEBT, less current maturities	18,410,822	12,278,139
MINORITY INTEREST	5,351	2,522
COMMITMENTS AND CONTINGENCIES (Note 9)		
STOCKHOLDERS' EQUITY (DEFICIT):		
Series A convertible preferred stock, $.01 par value; 7,500 shares authorized, 7,360 shares issued and outstanding in 1997 and 1996; entitled to a maximum of $290 per share plus accrued dividends in liquidation, dissolution, or windup of the Company	74	74
Series B convertible preferred stock, $.01 par value; 0 and 30,000 shares authorized in 1997 and 1996, respectively, 0 shares issued and outstanding	0	0
Series C convertible preferred stock, $1,000 par value; 3,500 shares authorized; 3,500 shares issued and outstanding in 1997 and 1996, respectively; entitled to a maximum of $1,000 per share plus accrued dividends in liquidation, dissolution, or windup of the Company	3,500,000	3,500,000
Common stock, $.01 par value:		
Class A voting, 5,000,000 shares authorized, 2,271,393 and 2,236,553 shares issued and outstanding in 1997 and 1996, respectively	22,714	22,366
Class B nonvoting, 20,000 shares authorized, 535.65 and 1,071.32 shares issued and outstanding in 1997 and 1996, respectively	5	10
Additional paid-in capital	2,376,621	2,159,641
Stock warrants	4,346,722	2,573,615
Accumulated deficit	(8,084,115)	(6,323,945)
Total stockholders' equity (deficit)	2,162,021	1,931,761
	$25,006,092	$17,935,248

The accompanying notes are an integral part of these consolidated balance sheets.

SATELLINK COMMUNICATIONS, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF OPERATIONS

FOR THE YEARS ENDED JULY 31, 1997 AND 1996

	1997	1996
SERVICE AND MAINTENANCE REVENUE	$16,308,042	$ 9,839,199
PRODUCT SALES	1,264,418	975,144
	17,572,460	10,814,343
OPERATING EXPENSES:		
Services, rent, and maintenance	6,541,774	3,878,639
Selling and marketing	2,313,930	1,602,467
General and administrative	2,983,120	1,714,291
Engineering	638,387	515,599
Depreciation and amortization	2,241,518	1,204,478
Cost of products sold	1,201,271	959,575
Total operating expenses	15,920,000	9,875,049
OPERATING INCOME	1,652,460	939,294
OTHER INCOME (EXPENSE):		
Other income	89,808	88,891
Interest expense	(1,526,867)	(710,454)
Accretion of stock warrants	(37,200)	(68,076)
Income (loss) from joint venture	23,294	(95,715)
	(1,450,965)	(785,354)
INCOME BEFORE INCOME TAX BENEFIT AND EXTRAORDINARY ITEM	201,495	153,940
INCOME TAX BENEFIT	250,000	0
INCOME BEFORE EXTRAORDINARY ITEM	451,495	153,940
EXTRAORDINARY LOSS ON EARLY RETIREMENT OF DEBT	0	132,130
NET INCOME	$ 451,495	$ 21,810

The accompanying notes are an integral part of these consolidated statements.

SATELLINK COMMUNICATIONS, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)

FOR THE YEARS EN'DED JULY 31, 1997 AND 1996

	Common Stock				Series A Preferred Stock		Series C Preferred Stock					
	Class A		Class B						Paid-In Capital	Stock Warrants	Accumulated Equity (Deficit)	Total
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount				
BALANCE, July 31, 1995	2,090,303	$20,903	2,071	$21	7,360	$74	0	$ 0	$1,911,093	$1,583,000	$(5,062,967)	$(1,547,876)
Net income	0	0	0	0	0	0	0	0	0	0	21,810	21,810
Adjustment to increase carrying value of stock warrants to mandatory redemption price (Note 7)	0	0	0	0	0	0	0	0	0	854,350	(854,350)	0
Issuance of Class A common stock	81,250	813	0	0	0	0	0	0	249,187	0	0	250,000
Series A preferred stock dividends	0	0	0	0	0	0	0	0	0	0	(88,320)	(88,320)
Issuance of Series C preferred stock	0	0	0	0	0	0	3,500	3,500,000	0	0	0	3,500,000
Series C preferred stock dividends	0	0	0	0	0	0	0	0	0	0	(245,975)	(245,975)
Adjustment for conversion of Class B to Class A common stock	65,000	650	(1,000)	(11)	0	0	0	0	(639)	0	0	0
Adjustment for issuance of 1,912 warrants	0	0	0	0	0	0	0	0	0	94,682	(94,682)	0
Adjustment for repurchase of 538 warrants	0	0	0	0	0	0	0	0	0	(26,597)	539	(26,058)
Adjustment for issuance of 749 warrants	0	0	0	0	0	0	0	0	0	68,180	0	68,180
BALANCE, July 31, 1996	2,236,553	22,366	1,071	10	7,360	74	3,500	3,500,000	2,159,641	2,573,615	(6,323,945)	1,931,761
Net income	0	0	0	0	0	0	0	0	0	0	451,495	451,495
Adjustment to increase carrying value of stock warrants to mandatory redemption price (Note 7)	0	0	0	0	0	0	0	0	0	1,773,107	(1,773,107)	0
Series A preferred stock dividends	0	0	0	0	0	0	0	0	0	0	(88,320)	(88,320)
Series C preferred stock dividends	0	0	0	0	0	0	0	0	0	0	(350,238)	(350,238)
Adjustment for conversion of Class B to Class A common stock	34,840	348	(536)	(5)	0	0	0	0	(343)	0	0	0
Issuance of stock options (Note 7)	0	0	0	0	0	0	0	0	217,323	0	0	217,323
BALANCE, July 31, 1997	2,271,393	$22,714	535	$ 5	7,360	$74	3,500	$3,500,000	$2,376,621	$4,346,722	$(8,084,115)	$ 2,162,021

The accompanying notes are an integral part of these consolidated statements.

SATELLINK COMMUNICATIONS, INC. AND SUBSIDIARY

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JULY 31, 1996 AND 1995

	1997	1996
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 451,495	$ 21,810
Adjustments to reconcile net income to net cash provided by operating activities:		
Minority interest	2,829	2,522
Depreciation and amortization	2,241,518	1,204,478
Extraordinary loss on early retirement of debt	0	132,130
Changes in operating assets and liabilities:		
Accounts receivable	(425,434)	(970,305)
Other receivables	(82,724)	54,509
Prepaid expenses and other current assets	(85,918)	(125,206)
Deferred income taxes	(250,000)	0
Other assets	(462,137)	(291,312)
Accounts payable and accrued liabilities	574,285	576,804
Customer deposits	(23,366)	47,180
Deferred revenues	48,576	105,453
Total adjustments	1,537,629	736,253
Net cash provided by operating activities	1,989,124	758,063
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of businesses, net of cash acquired	(4,386,230)	(8,949,546)
Purchases of property and equipment, net	(3,647,266)	(1,910,553)
Investment in joint venture	(26,542)	(62,754)
Net cash used in investing activities	(8,060,038)	(10,922,853)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of preferred stock	0	3,500,000
Payment of preferred stock dividends	(438,558)	(334,295)
Proceeds from issuance of long-term debt, net	6,238,260	7,185,388
Proceeds from issuance of common stock	0	250,000
Other financing activities	(60,150)	42,122
Net cash provided by financing activities	5,739,552	10,643,215
NET (DECREASE) INCREASE IN CASH	(331,362)	478,425
CASH AT BEGINNING OF YEAR	524,708	46,283
CASH AT END OF YEAR	$ 193,346	$ 524,708
CASH PAID FOR INTEREST	$1,412,766	$ 632,729

The accompanying notes are an integral part of these consolidated statements.

SATELLINK COMMUNICATIONS, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

JULY 31, 1997 AND 1996

1. ORGANIZATION AND BUSINESS OPERATIONS

Satellink Communications, Inc. (the "Company") (a Georgia corporation), formerly Satellink Paging Inc., is a communications company providing local, regional, and nationwide paging and voice mail services to approximately 95,000 subscribers.

The Company has a distribution agreement with CUE Paging Corporation ("CUE"), a nationwide satellite paging company presently offering service in over 500 cities throughout the United States and Canada, to construct and operate regional paging systems utilizing FM subcarrier technology in the states of Georgia and Alabama. CUE currently owns approximately 13% and 12% of the Company's Class A common stock and Series A preferred stock, respectively.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements include the accounts of the Company and its wholly owned subsidiary, Satellink Paging LLC. All significant intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the accompanying financial statements and disclosures. Actual results could differ from these estimates.

Property and Equipment

Property and equipment are stated at cost. Expenditures for renewals and improvements are capitalized, and replacements, maintenance, and repairs which do not improve or extend the lives of the respective assets are expensed as incurred. Depreciation is provided on a straight-line basis over the remaining estimated useful lives, as follows:

Paging equipment	5 years
Paging systems	10 to 20 years
Computers and terminal equipment	5 to 10 years
Furniture and fixtures	5 to 10 years
Leasehold improvements	5 to 10 years

Capitalized costs of the paging systems include direct and indirect engineering costs, system maintenance, financing costs, and other preoperating expenses incurred during the construction phase of the Company's various paging systems. As of July 31, 1997 and 1996, such capitalized costs were approximately $693,000 and $616,000, respectively, net of accumulated depreciation of approximately $391,000 and $337,000, respectively.

Intangible Assets

Intangible assets, net of accumulated amortization, at July 31, 1997 and 1996 consisted of the following:

	1997	1996
Affiliate fees	$ 468,941	$ 268,518
Acquired subscriber bases	1,991,236	1,190,333
Debt issuance costs	230,476	230,566
Organizational costs	501,031	109,289
Noncompete agreements	255,139	374,812
FCC licenses	54,082	0
	$3,500,905	$2,173,518

Affiliate fees and acquired subscriber bases related to the Company's acquisitions are amortized to income on a straight-line basis over periods ranging from 5 to 20 years. Organizational costs related to the start-up of certain of the Company's operations are amortized to income on a straight-line basis over a period of three years.

In connection with the Company's acquisitions (Note 3), it entered into noncompete agreements with certain shareholders of the sellers. These amounts are being amortized on a straight-line basis to income over three to five years in accordance with the terms of the related agreements.

The excess of cost over the fair market value of the assets acquired ("goodwill") is being amortized to income on a straight-line basis over a period of 30 years. The goodwill relates primarily to the acquisitions of certain assets. The Company periodically reviews the carrying values assigned to goodwill based on expectations of future cash flows and operating income generated by the underlying tangible assets in determining whether goodwill is recoverable.

The Company has incurred debt issuance costs in connection with its long-term debt (Note 6). These costs are capitalized and are amortized to interest expense over the term of the related debt. During 1997, the Company restructured its long-term debt and incurred debt issuance costs of approximately $60,150, which will be amortized over the term of the related facility.

Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities at July 31, 1997 and 1996 consisted of the following:

	1997	1996
Accounts payable	$1,584,170	$1,151,457
Accrued interest	347,470	196,167
Accrued professional fees	30,000	153,332
Other accrued liabilities	378,384	253,383
	$2,340,024	$1,754,339

Revenue Recognition and Deferred Revenues

The Company's policy is to record revenue at the time the service is provided. Deferred revenues represent advance billings for recurring charges to customers. The deferred revenues related to recurring charges are recognized when earned, primarily in the following month.

Recent Accounting Pronouncements

In March 1995, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of," which becomes effective for fiscal years beginning after December 15, 1995. SFAS No. 121 established standards for determining when impairment losses on long-lived assets have occurred and how impairment losses should be measured. The effect of adopting SFAS No. 121 was not material to the Company's consolidated financial statements.

The Company accounts for its stock-based compensation plan under Accounting Principles Board ("APB") Opinion No. 25, "Accounting for Stock Issued to Employees." Effective in 1996, the Company adopted the disclosure option of SFAS No. 123, "Accounting for Stock-Based Compensation." SFAS No. 123 requires that companies which do not choose to account for stock-based compensation as prescribed by this statement shall disclose the pro forma effects on net income as if SFAS No. 123 had been adopted. Additionally, certain other disclosures are required with respect to stock compensation and the assumptions used to determine the pro forma effects of SFAS No. 123 (Note 7).

Reclassifications

Certain prior year amounts have been reclassified to conform with the current year presentation.

3. ACQUISITIONS

During the year ended July 31, 1997, Satellink Paging LLC made the following acquisitions as set forth below. The acquisitions have been accounted for as purchases in accordance with APB No. 16, and accordingly, the purchase price has been allocated to the assets acquired based on the estimated fair values as of the acquisition dates. The excess of the cost over the estimated fair value of the net tangible assets acquired has been preliminarily allocated to goodwill and certain identifiable intangible assets.

Message World ("MW")

Effective February 1, 1997, Satellink Paging LLC acquired substantially all of the assets of MW under the terms of an asset purchase agreement. The acquired assets consisted primarily of local voicemail subscribers, a voicemail system, pagers and spare parts, accounts receivable, and furniture and fixtures. The purchase price was approximately $1,600,000 before recording certain acquisition expenses and adjustments and was financed through the Company's term loan and revolving credit facility.

Satellink, Inc. ("SLA")

Effective May 23, 1997, Satellink Paging LLC acquired all of the outstanding capital stock of SLA under the terms of a stock purchase agreement. Subsequent to the acquisition, SLA was merged into Satellink Paging LLC. The acquired assets consisted primarily of local paging subscribers, a paging terminal and transmitter, pagers and spare parts, accounts receivable, a FCC license and furniture and fixtures. The purchase price was approximately $1,650,000 before recording certain acquisition expenses and adjustments and was financed through the Company's term loan and revolving credit facility.

Fast Communications ("Fast")

Effective May 23, 1997, Satellink Paging LLC acquired substantially all of the assets of Fast under the terms of an asset purchase agreement. The acquired assets consisted primarily of local paging subscribers, a paging terminal, pagers and spare parts, accounts receivable, an airtime credit from a paging carrier, and furniture and fixtures. The purchase price was approximately $330,000 before recording certain acquisition expenses and adjustments and was financed through the Company's term loan and revolving credit facility.

Flint River Paging, Inc. ("Flint")

Effective May 23, 1997, Satellink Paging LLC acquired substantially all of the assets of Flint under the terms of an asset purchase agreement. The acquired assets consisted primarily of local paging subscribers, a paging terminal, pagers and spare parts, accounts receivable, a FCC license, and furniture and fixtures. The purchase price was approximately $126,000 before recording certain acquisition expenses and adjustments and was financed through the Company's term loan and revolving credit facility.

Call One ("Call")

Effective February 1, 1997, Satellink Paging LLC acquired substantially all of the assets of Call under the terms of an asset purchase agreement. The acquired assets consisted primarily of voice mail subscribers. The purchase price was approximately $250,000 before recording certain acquisition expenses and adjustments and was financed through the Company's term loan and revolving credit facility.

4. INVESTMENT IN JOINT VENTURE

On May 25, 1995, the Company entered into a joint venture agreement with C.R. Inc. ("CR") (which was subsequently acquired in June 1996) and an additional paging company to form and operate a third-party supplier, Nations Link, Ltd. ("Nations Link"). Under the terms of the agreement, the Company was obligated to make capital contributions to Nations Link totaling $250,000.

In conjunction with the CR acquisition, Nations Link was reorganized and contributed all of its assets with the exception of its pager development project to Nations Link LLC. The Company's ownership percentage in both Nations Link and Nations Link LLC was 33.3%. As a result of the acquisition, the Company acquired an additional 16.7% ownership interest in Nations Link LLC, bringing its ownership percentage to 50% at July 31, 1997.

The Company accounts for its investments in Nations Link and Nations Link LCC under the equity method. Accordingly, the Company's net investment has been reported as "investment in joint ventures" on its accompanying consolidated balance sheets. The Company has adjusted the investment account balance according to its pro rata ownership percentage.

5. INVESTMENT IN DIRECTLINK COMMUNICATIONS, LLC

On December 1, 1995, the Company acquired 60% of the common stock of DirectLink Communications, LLC ("DirectLink") for $21,300. This acquisition increased the Company's ownership stake in DirectLink to 85%. The consolidated financial statements include the accounts of Direct Link. The minority interest represents the 15% separate ownership in Direct Link

The Company also agreed to make additional investments in DirectLink in the form of a promissory note not to exceed $400,000. The promissory note will bear interest at the prime rate plus 2%. As of July 31, 1997, the aggregate amount outstanding under the promissory note totaled $380,799.

6. LONG-TERM DEBT

Long-term debt at July 31, 1997 and 1996 consisted of the following:

	1997	1996
$8,000,000 note payable to bank, variable interest rate (9.72% at July 31, 1997), net of unamortized discount of $188,892 and $226,182 at July 31, 1997 and 1996, respectively, payable in quarterly installments; principal due in full on March 31, 2002; secured by all of the assets of Satellink Paging LLC and a pledge of 100% of the Company's ownership interest in Satellink Paging LLC	$ 7,811,018	$ 5,273,818
$17,000,000 revolving credit facility, variable interest rate (9.72% at July 31, 1997); principal payable in full on March 31, 2002; secured by all of the assets of Satellink Paging LLC and a pledge of 100% of the Company's ownership interest in Satellink Paging LLC	10,957,394	7,350,092
Notes payable to sellers, interest at 8%	559,736	465,978
	19,328,148	13,089,888
Less current portion	917,326	811,749
	$18,410,822	$12,278,139

In March 1997, the Company amended its term loan and revolving credit facility with Creditanstalt (the "New Credit Facility"), providing for maximum borrowings of $25,000,000. The New Credit Facility was divided into a $17,000,000 revolving line of credit (the "Revolver") and an $8,000,000 term note (the "Term Note"). The Revolver and Term Note are both due in full on March 31, 2002 and bear interest at, the Company's option, at either a Eurodollar interest rate option, as defined, plus 4% or the prime rate plus 2%.

Under the most restrictive covenants of the New Credit Facility, the Company must maintain a ratio of operating cash flow to interest expense, as defined, and achieve specified levels of earnings under the terms of the agreement.

7. EQUITY

Common Stock

During 1996, the Company amended its articles of incorporation and increased the number of authorized shares of Class A voting common stock to 5,000,000 shares and approved conversion of all outstanding shares of Class B common stock into Class A common stock. As of July 31, 1997, 1,536 shares of Class B common stock have been converted into 99,840 shares of Class A Common Stock.

During June 1997, the Company's board of directors approved a 64 share dividend of its Class A common stock. All share information has been restated to give effect to the stock dividend.

Preferred Stock

During November 1995, the Company sold 3,500 shares of Series C convertible preferred stock (the "Series C") for $1,000 per share and received proceeds of $3,500,000. The Series C carries a 10% cash coupon, which is paid monthly. Each share of Series C may be converted (subject to antidilution provisions), at the holders' option, at any time into approximately 209.67 shares of the Company's Class A common or 3.23 shares of Series B convertible preferred stock. The Series C shares are redeemable (at the original purchase price plus accrued dividends) on November 17, 2002.

During 1996, the Company amended its articles of incorporation and increased the number of authorized shares of Series B convertible preferred stock ("Series B") to 30,000 shares. Series B is nonvoting and the holders will receive dividends equal to those paid to the holders of the Company's common stock when such dividends are declared. In the event of liquidation, Series B stockholders are entitled to the identical privileges as the holders of the Company's common stock. Shares of Series B are convertible into 65 shares of Class A common stock of the Company.

The characteristics of the preferred stock by series as of July 31, 1997 are as follows:

	Series A	Series B	Series C
Shares authorized	7,500	30,000	3,500
Shares outstanding	7,360	0	3,500
Liquidation preference per share	$100 plus accrued dividends and cumulative premium at $38 per annum not to exceed $190 per share	Same as common stock	$1,000 per share
Annual regular dividend rate per share	12% per annum	Same as common stock	10% per annum
Accumulated unpaid regular dividend	$70,200	$0	$29,167
Date callable by the Company	Any time following the third anniversary of original issue date, as defined	N/A	Redeemable November 17, 2002
Callable price	Liquidation preference, as discussed above	N/A	Liquidation preference, as discussed above
Date putable by holder	N/A	Over period from November 17, 2001 through December 3, 2006	N/A
Putable price	N/A	Pro rata share of the Company's equity at ten times operating cash flows less debt , as defined	N/A
Voting privilege	Same as common stock	None	None
Convertibility to common stock	1:65	1:65	1:209.67

Stock Warrants

In connection with the Company's original financing agreement with Creditanstalt, the Company issued a warrant to purchase either 776,815 shares of Class A common stock or 11,951 shares of Series B preferred stock at an exercise price of $.01. The cost of the proceeds from the term loan and facility was allocated between long-term debt and stock warrants. The estimated $450,000 fair market value of the stock warrants at the date of grant was recorded as stock warrants in the accompanying balance sheets. Due to the Company increasing its line of credit in 1995, Creditanstalt was issued an additional warrant to purchase 124,865 shares of Class A common stock or 1,921 shares of Series B preferred stock at an exercise price of $.01. The estimated $94,682 fair market value of the stock warrant at the date of grant was recorded as stock warrants in the accompanying balance sheet. During June 1996, the Company amended its credit agreement. In connection with the amendment, the Company issued additional warrants to purchase 27,040 and 21,645 shares of either Class A common stock at exercise prices of $.01 and $3.08, respectively or 416 and 333 shares of Series B preferred stock at exercise prices of $.01 and $200, respectively. The estimated $68,180 fair value of the stock warrants at the date of grant was recorded as stock warrants in the accompanying balance sheets. The debt discounts are being amortized to interest expense over the term of the term loan and facility. The difference between the estimated fair market value of the stock warrants at the issue date and their estimated redemption prices will be accreted as a direct charge to retained earnings over the term of the facility and term loan. During fiscal 1997 and 1996, the Company increased the carrying value of the stock warrants by $1,773,107 and $854,350, respectively, to reflect the increase in the estimated redemption price of the stock warrants. In addition to the warrant issuances noted above, the Company retired 585 warrants and repurchased 34,970 warrants from Creditanstalt during fiscal year 1996.

The Company may be required to repurchase the exercised warrants over the period from November 17, 2001 through December 3, 2006 at a price per share which values the Company's equity at ten times operating cash flows for the most recent 12-month period less debt, as defined in the warrant agreement. The warrants represent rights to purchase approximately 23% of the Company's outstanding capital stock.

Stock Options

On August 1, 1995, the Company granted an option to purchase 65,000 shares of the Company's Class A common shares at an exercise price of $2.31 per share (the estimated fair value at the date of grant). The option has a term of five years and vests ratably over a period of three years.

On May 1, 1996, the Company granted an option to purchase 130,000 shares of the Company's Class A common shares at an exercise price of $4.78 per share (the estimated fair value at the date of grant). The option was in consideration for services provided regarding the Company's acquisitions and has been allocated to additional paid-in capital in the accompanying consolidated balance sheets.

Statement of Financial Accounting Standards No. 123

During 1995, the FASB issued SFAS No. 123, "Accounting for Stock-Based Compensation," which defines a fair value-based method of accounting for an employee stock option or similar equity instrument and encourages all entities to adopt that method of accounting for all of their employee stock compensation plans. However, it also allows an entity to continue to measure compensation cost for those plans using the method of accounting prescribed by APB Opinion No. 25, "Accounting for Stock Issued to Employees." Entities electing to remain with the accounting methodology required by APB Opinion No. 25 must make pro forma disclosures of net income as if the fair value-based method of accounting defined in SFAS No. 123 were used.

The Company has elected to account for its stock-based compensation plans under APB Opinion No. 25, under which no compensation cost has been recognized by the Company. However, the Company has computed, for pro forma disclosure purposes, the value of all options for shares of the Company's common stock granted during 1997 and 1996 using the Black-Scholes option-pricing model prescribed by SFAS No. 123 and the following weighted average assumptions:

Risk-free interest rate	6.27%-6.52%
Expected dividend yield	0%
Expected lives	Five years
Expected volatility	0%

The total fair value of the options granted during the years ended July 31, 1997 and 1996 was computed as approximately $169,868 and $39,367, respectively, which would be amortized over the vesting period of the options. If the Company had accounted for these plans in accordance with SFAS No. 123, the Company's reported pro forma net income for the years ended July 31, 1997 and 1996 would have been as follows:

	1997	1996
Net income:		
As reported	$451,495	$21,810
Pro forma	268,687	8,688

The following table summarizes the Company's portion of stock option transactions under the Company's stock option plan:

	Number of Shares	Weighted Average Price Per Share
Outstanding at July 31, 1995	0	-
Granted	65,000	2.31
Outstanding at July 31, 1996	65,000	2.31
Granted	130,000	4.78
Outstanding at July 31, 1997	195,000	3.96

At July 31, 1997, there were 195,000 options outstanding with a weighted average remaining contractual life of 3.33 years and a weighted average exercise price of $3.96. There were 173,333 options exercisable at July 31, 1997 at a weighted average exercise price of $4.17 per share.

8. INCOME TAXES

Significant components of the net deferred tax asset as of July 31, 1997 and 1996 are as follows:

	1997	1996
Deferred tax asset (liability):		
Net operating loss carryforwards	$2,084,978	$1,886,268
Bad debt reserve	143,480	79,564
Other	57,339	51,072
	2,285,797	2,016,904
Accelerated depreciation	(1,239,386)	(873,057)
Net deferred tax asset before valuation allowance	1,046,411	1,143,847
Valuation allowance	(796,411)	(1,143,847)
Net deferred tax asset	$ 250,000	$ 0

As of July 31, 1997, the Company had net operating loss carryforwards, which expire at various dates through 2010, of approximately $5,212,000 available to offset future taxable income. The issuance of stock by the Company may result in an "ownership change" as defined by the Tax Reform Act of 1986. Therefore, the unused net operating loss carryforwards could be subject to limitation. Also, the net operating loss carryforwards used to offset any taxes calculated as alternative minimum tax could be less than the regular net operating loss carryforwards.

9. COMMITMENTS AND CONTINGENCIES

Operating Leases

The Company leases office space, antenna sites, and subcarrier frequencies under noncancelable operating leases expiring on various dates through 2001. The majority of the subcarrier frequency leases have additional renewal terms ranging from 10 to 14 years at the option of either party. As the Company's operations are dependent upon the availability of antenna sites and subcarrier frequencies, management expects that most leases will be renewed or replaced by other leases. The Company recorded lease expenses of approximately $846,000 and $757,000 in 1997 and 1996, respectively, related to these operating leases.

Minimum future payments under noncancelable operating leases as of July 31, 1997 are as follows:

1998	$ 811,000
1999	593,000
2000	390,000
2001	170,000
2002	7,000
	$1,971,000

Legal Proceedings

The Company is subject to lawsuits arising in the ordinary course of business. In the opinion of management, the ultimate resolution of these pending legal proceedings will not have a material adverse effect on the Company's business or financial condition.

10. RELATED-PARTY TRANSACTIONS

The Company pays CUE monthly amounts for regional and nationwide airtime charges, various telephone charges, and co-op advertising fees. Approximately $4,244,000 and $2,513,000 were paid to CUE for the years ended July 31, 1997 and 1996, respectively and has been recorded in services, rent and maintenance in the accompanying consolidated statements of operations. Approximately $356,000 and $341,000 were payable to CUE and are included in accounts payable and accrued liabilities in the accompanying balance sheets as of July 31, 1997 and 1996, respectively.

The Company purchases pagers from Nations Link. Approximately $1,512,000 and $1,421,000 were paid to Nations Link for the years ended July 31, 1997 and 1996, respectively and has been recorded in property and equipment in the accompanying consolidated balance sheets. Approximately $0 and $112,000 were payable to Nations Link at July 31, 1997 and 1996, respectively, and are included in the accompanying balance sheets.

During 1995, NationsLink entered into a $500,000 line of credit with a bank with Satellink serving as the guarantor. Subsequent to year-end, the line of credit was repaid in full.

11. RETIREMENT PLAN

Effective April 1, 1995, the Company adopted a 401(k) retirement plan covering substantially all employees, which provides for discretionary employer-matching contributions. The Company contributed $20,600 and $9,500 in 1997 and 1996, respectively.

12. SUBSEQUENT EVENT

Effective September 10, 1997, the Company acquired substantially all of the assets of Radiofone of Georgia under the terms of an asset purchase agreement. The acquired assets consisted primarily of local subscribers, paging terminal, FCC license, pagers, and furniture, and fixtures. The purchase price was approximately $190,000 before recording certain acquisition expenses and was financed through the Company's term loan and revolving credit facility.

Effective October 1, 1997, Satellink Paging, LLC acquired substantially all of the assets of Wall Communications, Inc. under the terms of an asset purchase agreement. The acquired assets consisted primarily of paging subscribers, a Regional Affiliate Agreement with CUE Paging Corporation, pagers, furniture, and fixtures. The purchase price was approximately $400,000 before recording certain acquisition expenses and was financed through the Company's revolving credit facility.

MANAGEMENT INFORMATION

Following are brief biographies of the senior management of Satellink Paging, LLC.

Jerry W. Mayfield - President and Chief Executive Officer

Mr. Mayfield is a Certified Public Accountant and received a Degree in Accounting from Southern Arkansas University. He then went to work for the international accounting firm of Arthur Andersen & Co. where he eventually became a partner. In 1981, Mr. Mayfield opened and was named Managing Partner of the Arthur Andersen office in Lafayette, Louisiana. On May 1, 1984, Mr. Mayfield was named Chairman of Rainbow Chevron Group, Inc. where he served until the sale of its communications assets in December 1986. Mr. Mayfield is one of the original founders of Satellink Paging, LLC.

Robert P. Poche' - Senior Vice President of Systems and Technology

Mr. Poche' received a Bachelor of Science degree in Electrical Engineering from the University of Southwestern Louisiana in 1979. He continued his studies at USL in the Computer Engineering Graduate Program. Prior to joining the company in May 1987, Mr. Poche' was Senior Systems Development Engineer, specializing in offshore surveying and high resolution geophysical surveys. Mr. Poche' has also worked as an independent computer consultant, providing consultation and software development for small businesses. Mr. Poche' is one of the original founders of Satellink Paging, LLC.

David C. Massey - Senior Vice President of Sales and Marketing

Mr. Massey serves as Senior Vice President of Sales and Marketing, bringing to Satellink over twenty (20) years of successful experience in retail sales and marketing. Mr. Massey served as President of Malone and Hyde with annual sales of 300 million in Monroe, Louisiana until the company was sold in 1992. He is a Certified Public Accountant and worked for Arthur Andersen & Co. in public accounting in Louisiana. He is responsible for the company's sales and marketing plans and long term marketing strategy.

Daniel D. Lensgraf - Chief Financial Officer

Mr. Lensgraf received a Bachelor of Business Administration Degree from the University of Oklahoma in 1984 and a Masters of Business Administration Degree from Duke University in 1988. Prior to joining Satellink in 1995, Mr. Lensgraf spent seven years working as a commercial lender for several large banks/institutional investors. Mr. Lensgraf has been involved in numerous corporate finance transactions and has significant experience negotiating both debt and equity financings.

Lance J.M. Steinhart
Attorney At Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
Facsimile: (770) 232-9208

DEPOSIT DATE
D7 06 FEB 05 1998

February 4, 1998

VIA OVERNIGHT DELIVERY

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Blvd.
Gunter Bldg.
Tallahassee, Florida 32399-0850

980188-TI

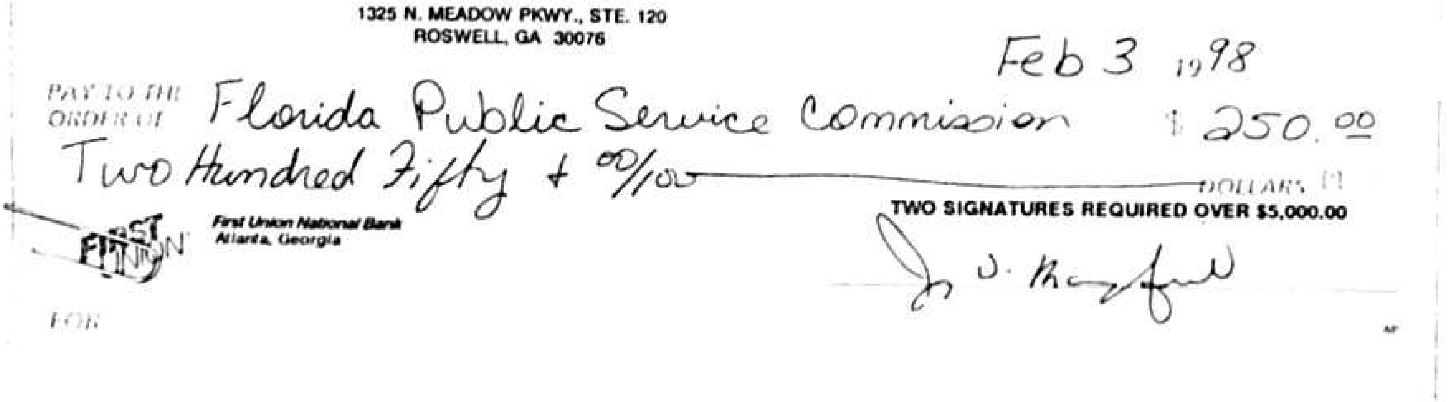
Re: Satellink Paging, LLC

Dear Sir/Madam:

Enclosed please find one original and twelve (12) copies of Satellink Paging, LLC's Application for Authority to Provide Interexchange Telecommunications Service Within the State of Florida, along with an original and twelve (12) copies of Satellink Paging, LLC's proposed tariff.

Satellink Paging, LLC has sufficient financial capability to provide the requested service in the State of Florida and has sufficient financial capability to maintain the requested service and to meet its lease or ownership obligations. In support of Satellink Paging, LLC's stated financial capability, attached to its application is a copy of the Applicant's parent company's (Satellink Communications, Inc.'s) audited financial statements for year ended July 31, 1997. As a reseller, Satellink Paging, LLC does not intend to make significant capital investment to provide service in the State of Florida, however, Satellink Paging, LLC intends to fund the provision of service through internally generated cash flow, and to the extent necessary, from

---



SATELLINK PAGING, LLC.
OPERATING ACCOUNT
1325 N. MEADOW PKWY., STE. 120
ROSWELL, GA 30076

12439

Feb 3 1998

PAY TO THE ORDER OF Florida Public Service Commission $ 250.00

Two Hundred Fifty + 00/100 DOLLARS

TWO SIGNATURES REQUIRED OVER $5,000.00

First Union National Bank
Atlanta, Georgia

FOR