



TELECARD REGULATORY SERVICES
JERRY W. HENDRICKS

9/10/20 - TP

August 5, 1997

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

RE: Application of Gemini Communications Management, Inc. for Public Convenience and Necessity

Dear Public Service Commission:

Enclosed, please find an original and 6 copies of the application and tariff of Gemini Communications Management, Inc. to Resell Telecommunications Services throughout the state of Florida along with a check in the sum of \$250.00.

I am also enclosing an additional copy of this letter to be stamped as filed and returned to this office.

If there are any questions or comments concerning this application, please don't hesitate to contact me.

Sincerely,

Rebecca Scribner
Assistant

enclosures

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:

A.J.

DOCUMENT NUMBER-DATE
- 08074 AUG-86
FPSC-RECORDS/REPORTING

Suite 23
11655 SW Allen Blvd.
Beaverton, Oregon 97005-4849

Telephone: (503) 641-5169
FAX: (503) 643-1572

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.
- () Operator Service Provider - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- () Reseller - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- (X) 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.
- (X) 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/CNU 31 (11/95)
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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DOCUMENT NUMBER-DATE
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FPSC-RECORDS/REPORTING

2. This is an application for (check one):
- Original Authority (New company).
 - Approval of Transfer (To another certificated company).
 - Approval of Assignment of existing certificate (To an uncertificated company).
 - Approval for transfer of control (To another certificated company).
3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:
Gemini Communications Management, Inc.
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).
12140 Woodcrest Executive Drive, Suite 190
St. Louis, MO 63141
6. Florida address (including street name & number, post office box, city, state and zip code):
Rays Street, Tallahassee, FL
7. Structure of organization;
- Individual
 - 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 limited partnership statute (Chapter 620.169 FS), if applicable.
 - (b) Indicate if the individual or any of the partners have previously been:

FORM PSC/CNU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

(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: _____

- (b) Name and address of the company's Florida registered agent. CSC
1201 Hays Street, Tallahassee, FL 32301

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

Fictitious name registration number: _____

- (c) 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. None

(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. None

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

- (a) The application; Rebecca Scribner, Assistant
Telecard Regulatory Services
11855 SW Allen Blvd., #23
Beaverton, OR 97005 (503) 641-5169
- (b) Official Point of Contact for the ongoing operations of the company; Michael Gudeman, President
12140 Woodcrest Executive Drive, Suite 190, St. Louis, MO 63141
(314) 579-0580
- (c) Tariff; Rebecca Scribner, Assistant
Telecard Regulatory Services
11855 SW Allen Blvd., #23
Beaverton, OR 97005 (503) 641-5169
- (d) Complaints/Inquiries from customers;
1-800-977-6738 Customer Service

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. Texas and Missouri
- (c) Is certificated to operate as an interexchange carrier.
None
- (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

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Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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

N/A

- Facilities. Operators.
 Billing and Collection. Sales.
 Maintenance.
 Other: _____

13. Do you have a marketing program?

Yes

14. Will your marketing program:

- 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.).

Commissions will be paid to sales people.

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

- Residential customers. Business customers.
 PATS providers. PATS station end-users.
 Hotels & motels. Hotel & motel guests.
 Universities. Univ. dormitory residents.
 Other: (specify) _____

17. Please provide the following (if applicable):

N/A

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

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 should contain the applicant's financial statements for the most recent 3 years, including:

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

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.

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Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).
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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 affirm that the financial statements are true and correct.

B. Managerial capability.
See attached

C. Technical capability.
See attached

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). Attached

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

NTS 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

NTS 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

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

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

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Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).
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- MTS for pay telephone service providers
- Block-of-time calling plan (Reach out Florida, Ring America, etc.).
- 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
- Private Line services (Channel Services)
(For ex. 1.544 mbs., DS-3, etc.)
- Travel Service
 - Method of access is 950
 - 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

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

22. Other:

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** 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.
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, punishable as provided in s. 775.082 and s. 775.083".

UTILITY OFFICIAL:


Signature

August 5, 1997
Date

Jerry W. Hendricks

Consultant
Title

(503) 641-5169
Telephone No.

FORM PSC/CHU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

**** 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



Signature

August 5, 1997
Date

Jerry W. Hendricks

Consultant
Title

August 5, 1997
Telephone No.
503-641-5169

**ATTACHMENT TO FLORIDA APPLICATION
Technical and Managerial Qualifications:**

The Gemini Communications Management executives bring to the organization extensive technical and managerial experience, which Gemini Communications Management will draw on in its day-to-day operations. The combined telecommunications experience of Gemini Communications Management, Inc.'s, management team will enable Gemini Communications Management to provide reliable, quality service to its customers.

Michael J. Gudeman

Michael J. Gudeman personifies the entrepreneurial spirit that is necessary for success in the competitive telecommunications market. Born January 2, 1970, Gudeman excelled in school yet chose not to pursue collegiate education but immediately entered the business world at age 18.

In October of 1988, Gudeman opened the first of three retail prerecorded music stores. For the following three years he discovered the challenges that face any business decision-maker as well as the nuances of cash flow management, inventory control, merchandising and personnel management. The highlight of Gudeman's career in the music industry was the licensing of the controversial rap group, The Two Live Crew, for garments. At this stage Gudeman honed his negotiating skill with the attorneys and licensing agents that surrounded any top 10 recording artist. At that time, Michael developed and managed a complete merchandising and screen printing facility to support the license and managed the creative and production staff necessary to take a concept to a finished product and then drive sales. Due to the decline in popularity of rap artists and retail, Gudeman chose to sell the stores and merchandising in 1991 and pursue more challenging objectives.

In the fall of 1991, Michael chose to enter the telecommunications industry in the areas of sales and marketing for the public payphone management firm, Delton Corporation. During his first sixty days with Delton, Gudeman was offered the position of National Sales Manager but chose to decline that opportunity since it required relocation. Instead Gudeman spent the following year as an agent for other telecommunications firms representing Alternative Operator Services, Operator Services Providers, video conferencing manufacturers and service providers and commercial 1+ long distance carriers and resellers. It was during this period that Gudeman became well versed with many of the methods and procedures for not only marketing these products but also in the provisions of them.

It was also in 1992 that Gudeman chose to apply this knowledge in the innovative field of telecommunications consulting. In doing so he represented firms in the assessment of companies targeted for acquisition and the ensuing multi-million dollar acquisition negotiations. Additionally he worked closely with large audiotext, or pay-per-call, corporations in developing alternative access and billing methods.

Gudeman was at the forefront of the collect call-back audiotext product, negotiating LEC billing and collection agreements and transport agreements with the top level executives of Resurgens Communications, which later became an integral part of LDDS WorldCom. He also worked closely with all regulatory aspects of the project thus ensuring compliance with current Federal Communications Commission and state regulatory bodies' rules and regulations. This particular project went on to bill in excess of \$4 million per month.

In the fall of 1993 Gudeman formed Global Information Systems, L.C. (GIS) for the specific purpose of providing audiotext services through prepaid calling cards. At that time Global Information Systems was the pioneer of offering information services through the debit card product. Gudeman left GIS to pursue other telecommunications challenges in the summer of 1994

In August of 1994 Gudeman reacted to one of the fastest growing segments of the audiotext industry, the toll tariffed international product, by forming Instinct Communications, Inc. to act as a switchless reseller and service bureau. Gudeman not only developed all relationships necessary to serve in this function but also procured investments for the initial capitalization of the company. In the formation of Instinct Communications, Inc., it was necessary to file registration and tariffs with the Federal Communications Common Carrier Bureau as an entity engaged in international resale. Gudeman also worked with the law firm of Klein, Zelman in procuring legal opinions to support this unique telecommunications product. During the first year of Instinct Communications, Inc., Michael conducted business internationally, having clients and service providers in Canada, the United Kingdom and Israel. Throughout that period Gudeman exhibited the proficiency in negotiations and telecommunications in general to almost single handedly operate a company exceeding \$7 million in first year revenues and handling 20,000 calls per day.

During the fall of 1995 Gudeman chose to take Instinct Communications, Inc. to an entirely new level, that of a telecommunications carrier. Instinct Communications, Inc., acquired and installed it's own switching platform in September with capabilities ranging from 900 services to travel cards and IVR functions. This growth included Gudeman's development of an automated third-party verification platform entirely new to the industry. This system is currently considered to be the most advanced technology available.

Michael sold his position in Instinct Communications, Inc., to the Company's minority shareholders during the summer of 1996 in order to pursue new challenges in business and telecommunications. Gudeman is generally applauded for his knowledge of the ever-changing telecommunications industry and his creative ability in meeting the clients needs.

MICHEAL K. ROSEN

Michael K. Rosen has spent the past six years as the General Manager of a thirteen-year-old answering and alarm monitoring service company with over 20 employees and one thousand customers. As such he developed an extensive understanding of telecommunications operations, including the provision of customer service, billing, account maintenance and equipment management. During this time he has procured and maintained clients that include not only small to medium-sized businesses but also nationally recognized franchised operations. Rosen also served as a founder, manager and owner of SmartPhone of St. Louis, giving him a hands-on comprehension of prepaid cellular within the wholesale and retail marketplaces. His tenure with SmartPhone of St. Louis included the establishment and maintenance of metropolitan area SmartPhone dealers.

Rosen faced many executive challenges with Midwest Monitoring, Inc., including overcoming corporate obstacles of financial restructuring and revenue growth. Midwest Monitoring, Inc., realized a dramatic debt reduction of %50 while experiencing a customer growth of over 25% under the management skills of Michael Rosen. Michael also expanded the core answering service business through the integration of papers and alpha dispatch services. He has structured and maintained relationships with major national carriers such as PageNet, AirTouch and U.S.A. Mobile.

Michael sold his ownership in Midwest Monitoring, Inc., upon the formation of Gemini Communications Management, Inc., in order to put to use his telecommunications, marketing and personnel management skills in a national facilities-based carrier.

SUBASH J. JOSHI

Subash J. Joshi is a prominent practicing local physician. Joshi graduated from the University of Bombay and is Board certified in Internal Medicine and Nephrology. He was granted fellowships in renal medicine in nephrology at the V.A. Medical (Tulane) University and the West Virginia University Medical Center. Subash went on to teach Internal Medicine at the University of Pittsburgh and became the acting Chief sub-section Nephrology at the V.A. Medical Center in St. Louis. He left his post to establish a total of three kidney dialysis centers in 1981, which he sold in 1992. He currently has an active private practice in the specialty of nephrology in metropolitan St. Louis and is an active staff physician at six area hospitals.

Subash is actively involved in numerous business activities including real estate and hospital ownership.

As of June 13, 1997

Prepared Internally

ASSETSCurrent Assets

Cash in Banks	\$ 19,968.41
Accounts Receivables	\$ 45,000.00
Deposits	\$ 2,799.50
Total for Current Assets	\$ 67,767.91

Property & Equipment

Furniture & Fixtures	\$ 16,746.01
Computers & Office Equipment	\$ 17,736.99
Telecommunications Equipment	\$ 65,472.97
Less Depreciation	\$ -
Net Property & Equipment	\$ 99,955.97

TOTAL ASSETS \$ 167,723.88

LIABILITIESCurrent Liabilities

Accounts Payable	\$ 5,112.06
Customer Credits	\$ 7,611.82
Short-Term Debt	\$ -
Total Current Liabilities	\$ 12,723.88

STOCKHOLDER'S EQUITY

Common Stock	\$ 20,000.00
Paid in Capital	\$ 135,000.00
Total Stockholder's Equity	\$ 155,000.00

TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY \$ 167,723.88

ATTACHMENT TO FLORIDA APPLICATION
Financial Information

1. **The Applicant, while a startup, has no debt yet possesses significant technological assets that will be required to provide telecommunications services to the residents of the State of Florida. These technological assets include a platform for rating and processing calling card products, an integrated MIS support structure, a 20-station customer service center and a direct marketing division. The company does not typically engage in speculative business endeavors that require significant capitol outlay prior to revenue initiation, therefore not requiring overtly large operation funds. Gemini is a self-contained operation with sufficient operating capitol and commitments for additional capital, if required, from substantial shareholders. Management's background has allowed Gemini to quickly structure profitable relationships with telecommunications service providers, including underlying carriers, that allow the applicant to take advantage of the assets of its vendors to successfully fulfill its business plan.**

2. **The technological assets of the applicant are combined with existing agreements for billing Gemini's customers through Local Exchange Carriers, with accounts receivable financing arrangements to provide optimal cashflow for Gemini. The applicant has just entered into a Letter of Commitment with Receivables Funding Corporation, a large telecommunications accounts receivable-funding firm, to provide \$1 million accounts receivable credit facility with expansion potential to \$9 million. The company strictly maintains minimum profitability levels of all products sold and projects undertaken, providing ability to maintain services.**

3. **The Applicant does not have lease or ownership obligations in the State of Florida.**

State of Florida

The seal of the State of Florida, featuring a central figure holding a scale and a sword, surrounded by a wreath and the motto 'IN GOD WE TRUST'.

Department of State

I certify from the records of this office that GEMINI COMMUNICATIONS MANAGEMENT, INC., is a corporation organized under the laws of Nevada, authorized to transact business in the State of Florida, qualified on July 17, 1997.

The document number of this corporation is F97000003732.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1997, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Eighteenth day of July, 1997



CR2EO22 (2-95)

A handwritten signature in cursive script, reading 'Sandra B. Northam'.

Sandra B. Northam
Secretary of State

RFC
RECEIVABLES
FUNDING CORPORATION

July 23, 1997

Mr. Michael J. Gudeman, President
Gemini Communications Management, Inc.
12140 Woodcrest Executive Drive, Suite 190
St. Louis, MO 63141

Dear Michael:

Receivables Funding Corporation ("RFC" or "Purchaser") is pleased to offer the following telecommunications accounts receivable purchase facility to Gemini Communications Management, Inc. ("Gemini" or "Seller"). Summary terms and conditions follow:

Facility: Receivables Sale Agreement

Purchaser/Master Servicer: Receivables Funding Corporation

Seller/Subservicer: Gemini Communications Management, Inc.

Purchase Commitment: Maximum Purchase Commitment amount of \$1,000,000, with an initial funding of up to \$100,000. Monthly increases thereafter shall not exceed \$100,000 above the prior month's highest outstanding advance, or other such amounts to which Seller and Purchaser may otherwise agree in writing.

Subject to written approval by Purchaser and payment by Seller of additional Commitment Fee(s), Seller may increase the Purchase Commitment amount pursuant to the following schedule:

<u>Months</u>	<u>Amount of Increase</u>	<u>Total Commitment</u>
4-7	\$ 2,000,000	\$ 3,000,000
8-12	\$ 3,000,000	\$ 6,000,000
13-24	\$ 3,000,000	\$ 9,000,000

Eligible Receivables Amount: Purchaser in its sole discretion will purchase eligible telecommunications accounts receivable once each week.

To determine the Eligible Receivables Amount, Purchaser will multiply the gross amounts of Eligible Billed and Unbilled Receivables presented by Seller by the percentage expected to collect within 90 days of invoice ("Gross Liquidation Rate" or "GLR").

Purchaser shall determine the GLR based on actual performance of the Receivables.

Purchase Price/Net Value: 90.00% of the Eligible Receivables Amount.

130 East Chestnut Street Suite 400 Columbus, Ohio 43215
Phone 614-229-7979 Fax 614-229-7980 E-Mail RFC@Coil.Com

Cash Reserve: 5.00% of the aggregate outstanding Net Value as of any Purchase Date, netted from Purchase Price. This "Seller Credit Reserve" shall be used to reimburse Purchaser for payment defaults on Purchased Receivables.

Upon Termination of the Facility and Purchaser's determination that Seller has met all of its obligations to Purchaser, any remaining balances in the Seller Credit Reserve shall be returned to the Seller.

Excess Collections: Collections in excess of Purchase Price/Net Value shall be returned to Seller after the payment by Seller of all obligations due to Purchaser.

Program Fee: The greater of i) a monthly fee, initially set at 1.50% per month, adjusted for changes in the Prime Rate, charged weekly on the aggregate amount of outstanding Purchased Receivables or ii) \$2,000.00 per month.

Purchaser agrees to adjust the Program Fee according to the following schedule:

<u>Minimum Monthly Presentment</u>	<u>Monthly Program Fee</u>
\$ 500,000	1.42%
\$ 1,000,000	1.34%
\$ 2,000,000	1.25%

Commitment Fee: One percent (1.00%) of maximum Purchase Commitment shall be due and payable at closing. Any increases in the Purchase Commitment amount will bear an additional fee of 1.00%.

Servicing: Purchaser, in its capacity as Master Servicer, shall appoint Seller to act as Subservicer on its behalf for the Purchased Receivables.

Term/Termination: Excluding a Default or Termination Event, the Facility shall terminate on the second anniversary of closing.

Termination Fee: In the event of voluntary termination, four percent (4.00%) of the Purchase Commitment during the first year of Facility; three percent (3.00%) of the Purchase Commitment during the second year of Facility. Four (4.00%) of Purchase Commitment in the Event of Seller default.

Receivable Proceeds: Upon closing of the Facility, Seller shall direct each of its payors to forward all payments on its receivables to accounts, including but not limited to lockbox accounts, designated by and assigned to Purchaser.

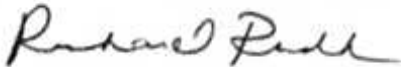
Security Interest: The sale shall be perfected by the filing of UCC-1 Financing Statements per the Uniform Commercial Code. Seller shall grant a security interest in all receivables, and all attendant rights, title and contracts associated therewith, to secure the payment of all amounts due to Purchaser.

Costs and Expenses: All costs associated with the Facility, including, without limitation banking fees, legal fees, search and filing fees and expenses incurred by the Purchaser before and after closing, shall be paid by the Seller.

- Failure to Close:** In the event that Seller decides not to close the Facility following written acceptance of this commitment letter, then Seller shall reimburse Purchaser for its legal fees, search and filing fees and other out-of-pocket expenses incurred by the Purchaser in conjunction with preparing for the closing.
- Closing Date:** Closing of the Facility will be August 29, 1997, or on such date as is mutually satisfactory to the Seller and Purchaser, but no later than August 29, 1997.
- Confidentiality:** This commitment is delivered to the Seller with the understanding that neither it nor its substance shall be disclosed to any third party except those who are in confidential relationships with the Seller in connection with the proposed transaction, such as the Seller's legal counsel or where disclosure is required by applicable law.
- LOA Verification:** Seller shall provide evidence, satisfactory to Purchaser, of third party verification for verbal LOA's and/or properly documented written LOA's.
- Documentation:** The Facility shall be evidenced and secured by Purchaser's standard form of Receivables Sale Agreement, and other documentation containing conditions precedent, warranties and representations, covenants, events of default, indemnities, notices and other provisions customary for transactions similar to the Facility, all in form and substance satisfactory to the Purchaser.
- Additionally, Purchaser's obligations under this letter shall be contingent upon: a) a determination, in Purchaser's sole discretion, that seller is in compliance with any and all regulatory and administrative requirements which will include, but not be limited to, compliance with any and all tax matters, and b) in Purchaser's sole discretion, Purchaser's receipt of satisfactory results of a personal background check on certain of Seller's shareholders, directors or managers.
- Expiration:** This offer shall expire at 5:00 p.m. Eastern Daylight Time on July 29, 1997 if Seller has not indicated acceptance by signing below and returning to Purchaser.

We appreciate the opportunity to provide this flexible, non-recourse facility to Gemini. Please do not hesitate to contact me at (888) RFC-FUND with any questions. We look forward to a mutually beneficial relationship with Gemini.

Sincerely,



Richard C. Rudek
Vice President - Sales



Mark D. Quinlan
Vice President - Credit & Finance

Hereby agreed and accepted:

Gemini Communications Management, Inc.

By:  _____

Title: CEO _____

Date: 07/28/07 _____

BILLING SERVICES AGREEMENT

BETWEEN

HOLD BILLING SERVICES, LTD.

AND

AIRTIME BILLING SYSTEMS, INC.

BILLING SERVICES AGREEMENT

BETWEEN

HOLD BILLING SERVICES, LTD.

AND

AIRTIME BILLING SYSTEMS, INC.

THIS AGREEMENT is entered into as of this 4th day of March, 1997, between HOLD Billing Services, Ltd. ("HBS"), a Texas Limited Partnership with headquarters located at 11550 IH 10 West, Suite 285, San Antonio, Texas 78230 and Airtime Billing Systems, Inc. ("Customer"), a Nevada Corporation with offices located at 10426 Lackland Road, Suite "A", St. Louis, MO. 63114.

WHEREAS, Customer markets telecommunications services; and

WHEREAS, HBS is a provider of Billing and Collection services for the telecommunications industry; and

WHEREAS, Customer desires to utilize HBS' Billing and Collection services;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the sufficiency of which the parties herein acknowledge, the parties agree as follows:

DEFINITIONS

All terms and phrases used within this Agreement shall be defined in accordance with the everyday meaning used in the telecommunication industry unless such term has first been defined in this Agreement, whereby in such event the definitions in this Agreement shall prevail.

II.

TERM

The Agreement shall be effective for an initial term beginning on the effective date shown above and ending on December 31st of the following year (the "Initial Term"). Unless terminated in accordance with the terms herein, this Agreement shall automatically renew for successive one (1) year terms beyond its Initial Term until the earlier of (i) termination as provided in the Agreement, or (ii) December 31st of any year in which notice of intent to terminate is given in writing by either party on or before October 1st of the same year.

III.

BASIC BILLING AND COLLECTION SERVICES

As compensation for billing and collection services under this Agreement, HBS shall receive a fee as provided on Exhibit A. The payment of such fees will be in accordance with Paragraph 3.4.

The following describes the billing and collection services that HBS will provide to Customer:

3.1) HOLD'S PREBILLING PROCESS.

- a) Customer will submit call detail records only for those NPA-NXX's that are billable by the LEC's enumerated in Exhibit B. Such records will be submitted in the format specified by HBS.
- b) HBS will reformat Customer's records into Electronic Message Interface ("EMI") records as required by the LECs.

- c) HBS will subject Customer's records to various Up-front Edits. Records failing to pass these edits, referred to as "HBS Up-front Rejects", will not be submitted to the LEC's.
- d) HBS will submit records passing the Up-front Edits to the appropriate LEC for Billing and Collection. Submission to the LEC's will take place within five (5) business days after HBS' receipt of Customer records.
- e) HBS will furnish Customer with a Commitment Report summarizing the records that were submitted to the LEC.

3.2) LEC BILLING PROCESS.

- a) After HBS submits Customer's records to the LEC, the LEC subjects the record to detail screening and editing tests. Such tests are referred to as "LEC Up-front Edits", and records rejected by the LEC as a result of these edits are referred to as "LEC Up-front Rejects".
- b) Records passing the LEC Up-front Edits are technically correct and eligible for billing by the LEC. The LEC notifies HBS of its "Acceptance" (i.e. its "Purchase") of the records and provides an accounting of the number and value of the records accepted.

3.3) LEC COLLECTION, SETTLEMENT AND PAYMENT PROCESS

Generally, forty to sixty days after LEC's Acceptance of Customer's records, the LEC will remit payment to HBS. The payment to HBS will be net of "Settlement Items" each of which is described hereinafter in this Agreement:

- a.) LEC billing costs;
- b.) Unbillable records which passed the LEC Up-front Edit Process;
- c.) Adjustments issued to End Users by the LEC;
- d.) Bad Debt Reserve Holdback;
- e.) Bad Debt Reserve Trueup ;
- f.) Other charges or credits made by the LEC under its Agreement with HBS.

Payments from LECs are made directly into HBS' Settlement Bank Account, an FDIC insured account, established solely for the purpose of receiving and disbursing LEC remittances to the proper parties.

3.4) HOLD'S SETTLEMENT AND PAYMENT PROCESS

Within five (5) business days after LEC funds are deposited into HBS' Settlement Bank Account, HBS will prepare and distribute a Remittance Summary listing all Remittance Advices scheduled for payment and any HBS invoices that will be offset against them. Deductions will include:

- HBS' Service Fees (Exhibit A);
- LEC Billing Costs (Exhibit B);
- LEC Bad Debt Reserves, (Exhibit C);
- Trueups and HBS Reserve LEC
- Pass-through of LEC charge backs and credits invoiced to Customer as
(enumerated in Para 3.3 (b.) through Para 3.3 (f.) above ;
- Termination and Contingency Reserve (Section VI);

To the extent possible, HBS will charge back (or credit) customer for items related specifically to its end-user accounts. Where not possible, customer will be charged back (or credited) with settlement items based on the relative volume that its shipments to the LEC bear to all HBS customer shipments to the LEC.

The Remittance Summary that HBS will distribute to Customer will set forth the date on which HBS will wire funds to the following Customer bank account.

Account Name _____
Account # _____
Bank Name _____
City, State _____
ABA# _____

The remittance date will generally be on the last business day of the week and will generally be at least five (5) business days after HBS receives the LEC's payment.

IV.

OTHER SERVICES

4.1 ENHANCED SERVICE RECORD BILLING

- a.) HBS offers billing of non-toll telecommunication records ("Enhanced Records") to the extent authorized by the individual LEC's. HBS will bill Enhanced Records for Customer in accordance with the terms specified in Exhibit D.
- b.) HBS's fee schedule for Enhanced Records is specified in Exhibit D.
- c.) LEC fee schedules for such billing are attached as Exhibit B-2 and are subject to change in accordance with the LEC 's contract with HBS.

4.2 OTHER SERVICES

- a.) HBS offers services other than Billing and Collection to its customers including customer service inquiry and custom data processing reports. Exhibit "A" & "D" specifies the various services that Customer has contracted to receive from HBS, and the fees HBS will charge for such services during the contract term.

V.

RESERVES

5.1 LEC BAD DEBT RESERVES AND BAD DEBT RESERVE TRUEUPS

LEC Bad Debt Rates and LEC Bad Debt Reserve policies are set forth in Exhibit C.

5.2 HBS RESERVE

- a.) HBS will deduct 1% of Customer's Accepted Revenues from settlements in the first twelve months of this Agreement to protect it against abnormal levels of charge backs and/or Bad Debt Trueups. This deduction is called the "HBS Reserve".

- b.) If after twelve months Customer's level of charge backs and Bad Debt Trueups are in a normal range when compared with the overall experience of HBS' other customers, the Reserve will be returned in its entirety and HBS will advise Customer of the HBS Reserve deduction (if any) that it will deduct during the next twelve months of the Agreement.

VI.

TERMINATION AND CONTINGENCY RESERVES

Customer understands that LEC charges for Unbillable Records, Bad Debt Trueups and Customer Adjustments frequently are not fully known to HBS or to the LEC's for up to eighteen months after Customer's records are billed. Customer also understands that Customer and HBS have a mutual interest in ensuring that adequate Customer funds are available when such charges become known. To ensure that sufficient funds are available to repay such "Charge backs", HBS will withhold a Contingency Reserve (herein referred to as the Termination and Contingency Reserve) from Customer's Settlement Statement proceeds under the following circumstances:

- a.) At the termination of this Agreement, or when Customer's Accepted record volume declines by 25% or more for a 30 day period compared with the prior three month average Accepted record volume, in either case, Customer will deposit with HBS an amount equal to ten percent (10%) of the three prior month's gross Accepted records. In addition, HBS may require an increase in the Termination and Contingency Reserve as described in subparagraph b.).
- b.) When HBS, in its sole discretion, determines that it has reason to suspect that Customer's Charge backs over the next eighteen month period will require funds greater than Customer has accumulated in its Bad Debt Reserves and its Termination and Contingency Reserve, HBS may withhold from future Settlement Statements, amounts that it determines are reasonably needed to protect it from future Charge backs.

Termination and Contingency Reserves will be returned to Customer beginning in the month following the assessment of such Reserve at the monthly rate of one-eighteenth of the reserve balance. Realized Charge backs will reduce the monthly refund dollar for dollar.

Each month, interest will be paid on the unused Termination and Contingency Reserve balance at an annual percentage rate equal to the prime lending rate as published by the Wall Street Journal on the last day of the month plus four (4) percentage points.

VII.

TAXES

7.1 TAXES BILLED AND COLLECTED BY THE LEC'S

- a) In the normal course of the Billing and Collection process, LEC will bill and collect various Federal, state and local taxes and tax-like charges on HBS's customers' records according to their understanding of the various statutory requirements.
- b) Each month the LEC's provide HBS an accounting of taxes billed and collected on behalf of HBS's customers and remit adequate funds to enable HBS to report and pay to each taxing authority the taxes they have determined are due.
- c.) As a service to HBS's customers, HBS will cause consolidated tax returns to be prepared and filed for records Accepted by the LECs. Customer acknowledges that HBS prepares and files tax returns based solely on information provided by the LEC's and makes no attempt to independently verify the accuracy or appropriateness of the LEC's accountings.
- d) Customer authorizes HBS to combine its taxes with other HBS Customers' taxes in order to file consolidated tax returns on its behalf. Customer agrees to indemnify and hold harmless, as set forth in Article XI of this Agreement, in its entirety regarding any tax related services provided by HBS.
- e) Customer will advise HBS of any tax or tax-like charges that are unique to Customer's products that might otherwise be taxed at erroneous rates by the LEC's.
- f) HBS will cause the LEC's to bill End Users for taxes when not specifically excluded by their contract with HBS. Customer acknowledges and agrees that HBS is acting merely as Customer's agent with respect to arranging for the billing and collection of taxes, and in no event shall HBS be entitled to retain or receive from Customer (or from any End User) any statutory fee or share of taxes to which the person collecting the same may be entitled under applicable law.

7.2 TAXES NOT BILLED AND COLLECTED BY LEC'S

Customer acknowledges that it is responsible for reporting state and local taxes and tax-like charges applicable to Message Toll Service ("MTS") calls that originate and terminate in the same state but that are billed to an End User in a different state. Taxes on such calls are known as "Foreign Taxes".

7.3 TAXES ON HBS AND LEC SERVICES

Customer acknowledges that certain services performed by HBS and by the LEC's are subject to state and local taxes. HBS will add such taxes to the amounts due HBS under the terms of this agreement and cause such taxes to be reported and paid to the appropriate taxing authorities.

VIII.

INDEPENDENT CONTRACTOR STATUS

In rendering services to Customer it is intended that HBS will function as an Independent Contractor. HBS will not:

- a) Assume any responsibility for the manner in which Customer conducts its business;
- b) Be deemed an agent, employee, joint venturer or partner of Customer;
- c) Take title to Customer's records nor assume any liability or enjoy any benefit that may attach to the ownership of said records.

Customer understands that under terms of the LEC billing and collection agreements, the LEC's will purchase Customer's records simultaneously with accepting them. While the billing and collections contracts belong to HBS, Customer agrees that HBS will serve as a conduit by which title to Customer's records are passed to the LEC's .

Customer appoints HBS its attorney-in-fact to cause its records to be accepted and purchased by the LEC's, to collect and hold LEC remittances relating to the records, to disburse proceeds to Customer, to cause taxes to be reported and paid in accordance with this Agreement, and to take all other actions that HBS deems necessary to fulfill its duties and responsibilities under this Agreement. Customer hereby ratifies and confirms all that HBS does in good faith to fulfill its duties and responsibilities hereunder.

IX.

HBS REPRESENTATIONS AND OBLIGATIONS

9.1.) HBS hereby represents and warrants to Customer as follows:

- a.) HBS is a duly registered Limited Partnership, validly existing, and in good standing under the laws of the State of Texas, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.
- b.) Neither the execution and delivery of this Agreement by HBS nor the performance by HBS of its obligations hereunder will (i) conflict with or result in a breach of any provision of the Articles of Partnership of HBS, (ii) result in a violation of or default under any of the terms, conditions, or provisions of any material license, agreement, lease, or other obligation to which HBS is a party or by which it is bound or (iii) violate any material order, writ, injunction, decree, statute, rule, or regulation applicable to HBS or its properties or assets.
- c.) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, HBS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING TITLE TO OR THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALING BETWEEN THE PARTIES OR CUSTOMER OR USAGE OF TRADE OF ANY SOFTWARE, SERVICES, OR MATERIALS PROVIDED UNDER THIS AGREEMENT.
- d.) That this Agreement constitutes a legal, valid, and binding agreement of HBS, enforceable against HBS in accordance with its terms.

X.

CUSTOMER'S REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

10.1. Customer hereby represents and warrants to HBS as follows:

- a.) Customer is duly organized, validly existing, and in good standing under the laws of its state of organization and has the power and authority to enter into this Agreement and to perform its obligations hereunder.
- b.) Neither the execution and delivery of this Agreement by Customer nor the performance by Customer of its obligations hereunder will (i) conflict with or result in a breach of any provision of the organizational or other governing documents of Customer, (ii) result in a violation of or default under any of the terms, conditions, or provisions of any material license, agreement, lease, or other obligation to which Customer is a party or by which it is bound or (iii) violate any material order, writ, injunction, decree, statute, rule, or regulation applicable to Customer or its properties or assets.
- c.) Customer has filed all tariffs and has obtained all governmental and regulatory authorizations, approvals, and other consents, all of which are in full force and effect, that are required by law or any Governmental Authority for the provision by Customer of telecommunications services to End Users.
- d.) Customer's EMI billing records submitted pursuant to this Agreement are not subject to any other valid or existing billing and collection agreement, have not been billed previously and will not be billed by another party following submission to HBS.

10.2. Customer hereby acknowledges the following obligations:

- a.) This Agreement constitutes the legal, valid, and binding agreement of Customer, enforceable against Customer in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws now or hereafter in effect relating to creditors' rights and general principles of equity.

- b) Customer shall limit the number of EMI billing records for Casual Zero Plus telephone traffic to not more than ten percent (10%) of the total EMI billing records submitted to HBS in any given transmission.
- c) Customer will:
 - i) Obtain and maintain all licenses, franchises, privileges, permits, consents, exemptions, certificates, registrations, orders, approvals, authorizations and similar documents and instruments (collectively, the "Certifications") that are required by any Governmental Authority having jurisdiction over the business and operations of Customer, and
 - ii) Comply with all laws and all applicable rules, regulations and other requirements of any Governmental Authority.

Customer will, upon execution of this Agreement, provide HBS with a copy of each Certification or other written evidence of compliance with such requirements by Customer. Customer will promptly notify HBS in writing of any expiration, amendment, or renewal of any such Certification. Customer will comply in all respects with the Certifications and laws, rules, regulations, and other requirements of any Governmental Authority related thereto. HBS may terminate this Agreement upon failure of Customer to obtain or maintain in full force and effect, or to comply with any such Certification.

- d) Customer will designate the name of, and at all times during the Term, maintain a representative ("Customer Representative") who will be an officer or employee of Customer and who will be authorized to act as the primary point of contact for HBS in dealing with Customer with respect to the Services. Customer will notify HBS in writing of any change in the person acting as the Customer Representative at least ten days prior to the effectiveness of such change. The Customer Representative will be responsible for directing, insofar as HBS is concerned, all activities of Customer affecting the provision of HBS services. HBS will be entitled to rely upon any instructions or information provided to HBS by the Customer Representative or other Customer representative, and HBS will incur no liability in so relying.
- e) Customer will inspect and review all reports and remittance information prepared by HBS and will notify HBS of its rejection of any incorrect reports and remittance information within thirty (30) days after receipt thereof. Failure to so reject any such report or information will constitute acceptance thereof, and waiver of any objections thereto.

10.3 INDEMNITY

Customer shall indemnify and hold harmless HBS from and against any and all losses, claims, damages, liabilities or lawsuits asserted by third parties and/or Customer or to which HBS may become subject, and to reimburse HBS for any legal or other expenses (including the cost of any investigation and preparation) incurred by HBS, whether or not resulting in any liability, based upon the Agreement and related Exhibits and/or arising out of Customer's breach of any representation, warranty or obligation provided in this Agreement.

XI.

LIMITATION OF LIABILITY

11.1 LIMITATION OF LIABILITY

- a) **Limitation of Liability.** Excluding gross negligence, HBS will not be liable to Customer or to any third party for any actual or exemplary damages or lost profits, lost savings, professional fees, incidental or consequential damages, arising out of acts or omissions, including any mistakes, accidents or errors in performance by HBS, which relate to this Agreement or the goods and services provided hereunder.

- b) **Correction of Errors.** HBS will use its best efforts to correct any alleged acts or omissions as described above in a timely fashion upon written notice from Customer, although HBS shall not be liable for specific performance or in any other way become liable to Customer for any of the acts, omissions or losses stated above as a result of its correction efforts. In this regard, HBS will reprocess or resubmit records, recalculate sums receivable or payable, or refile returns as needed (but not more than once as to each such corrective action), but HBS does not guarantee its correction effort, nor does HBS represent or warrant that all acts or omissions as described above will be corrected. Customer agrees that its sole remedy for any of the above referenced acts or omissions or losses shall be limited to the corrective actions described herein.

- c) **LIMITED WARRANTY.** THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT REGARDING CORRECTIVE ACTION BY HBS ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, AND HBS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS OF ITS SERVICES, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.
- d) **Remedy for Gross Negligence.** Customer further agrees that in the event of gross negligence on the part of HBS, the total amount of damages for all purposes, (including actual or exemplary or consequential or incidental damages or professional fees), will not exceed, in the aggregate, an amount equal to the total charges for services paid to HBS during the three month period immediately preceding the occurrence of the event, act or omission giving rise to the claim. Any action or claim by Customer for gross negligence must be made within three months of the event, act or omission giving rise to such claim.
- e) **HBS Harmless and Indemnity.** Customer and HBS expressly acknowledge that HBS's limited liability described above represents the understanding of how the risks and liabilities between Customer and HBS are to be allocated. The parties reached this understanding by weighing the fees charged by HBS for its services under this Agreement against the recovery that Customer would be entitled to in the event that any of the acts, omissions or losses described above were to occur.

XII.

DEFAULT AND TERMINATION

12.1.) DEFAULT

Default hereunder shall be:

- (a) Failure to make any payment when due and such failure continues for ten (10) business days after written notice;
- (b) Breaches of any duties or obligations under this Agreement and such breach continues without being cured for thirty (30) days after written notice;
- (c) A party files for bankruptcy, is declared bankrupt, or is the subject of any proceedings relating to liquidation, insolvency, or for the appointment of a receiver or similar officer for such a party, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or re-adjustment of all or substantially all of its obligations.

If either party defaults in the performance of any of its duties or obligations under this Agreement and does not cure such default within the time allowed herein above, then the non-defaulting party shall have the following rights and remedies by giving written notice to the defaulting party:

- (1) To terminate this Agreement immediately;
- (2) To declare all amounts due under the Agreement from the defaulting party to be immediately due and payable;
- (3) To seek damages, except as limited per this Agreement, from the defaulting party;
- (4) To obtain all rights and remedies allowed by the Uniform Commercial Code;
- (5) To seek injunctive relief to enforce the Agreement or obtain equity from the defaulting party.

12.2.) REGULATORY OR FORCE MAJEURE EVENTS.

Either party shall be excused without penalty from performing the services contemplated by this Agreement if for a period not to exceed thirty (30) consecutive days per event either party is unable to perform the duties specified in this Agreement because:

- a.) Governmental enactment or interpretation of any statute, rule, regulation, judgment, order or similar impediment to performance of the services contemplated by this Agreement materially affects the risks or financial results that were reasonably anticipated at the date this Agreement was executed;
- b.) Acts of God, acts or omissions of the other party, civil hostilities, court orders, third party acts or nonperformance, utility or telecommunications failures or any other cause beyond the reasonable control of Customer or HBS. Such events will not be considered grounds for termination of this Agreement if the affected party can reasonably be expected to resume its contractual obligations within thirty (30) days from the date of the event.

XIII.

DISPUTE RESOLUTION

Any controversy between the Parties to this Agreement shall be settled by arbitration in San Antonio, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrators, or of a majority of them shall be final and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. Arbitrable disputes include any controversy or claim between the Parties, including, without limitation, any claim based on contract, tort, or statute, arising out of or relating to this Agreement or any transaction related to this Agreement. Any Party may serve a written demand for arbitration to any and all opposing Parties within 180 days after dispute has arisen. A dispute is defined as having arisen upon receipt of a written demand or service of judicial process. Failure to serve a demand for arbitration within the time specified above shall be deemed a waiver of the aggrieved Party's right to compel arbitration of such claim.

Customer and HBS will each bear its own fees, costs, and expenses of the arbitration, including, without limitation, its own legal expenses, attorney's fees, and costs of all experts and witnesses. The parties will each be severally responsible for one-half of the fees, costs, and expenses of the Arbitration Panel. Notwithstanding the foregoing, if the claim of either party is upheld by the Arbitration Panel in all material respects, the Arbitration Panel may apportion between the parties as the Arbitration Panel may deem equitable the costs incurred by the prevailing party.

Other than those matters involving injunctive relief as a remedy or any action necessary to enforce the award of the Arbitration Panel, the parties agree that the provisions of this Section are a complete defense to any suit, action, or other proceeding instituted in any court or before any administrative tribunal with respect to any dispute, controversy, or claim arising under or in connection with this Agreement or the provision of services by HBS. Nothing in this Section will prevent the parties from exercising their rights to terminate this Agreement in accordance with the terms of this Agreement.

XIV.

NOTICES

Any written notice, demand or request, required or authorized by this Agreement, shall be deemed properly given to or served on HBS if mailed by United States mail, certified, return receipt requested to:

HOLD Billing Services
11550 IH 10 West, Suite 285
San Antonio, Tx 78230
Attn: Rick Box

and shall be deemed properly given to or served on Customer if mailed by United States certified mail, return receipt requested to :

Archim Billing Systems, Inc.
12190 Womblest Executive Drive, Suite 190
St. Louis, MO 63191
Attn: Michael Gudeman

XV.

MEDIA RELEASES

All public announcements by either of the parties relating to this Agreement except for announcements intended solely for internal distribution to directors, officers and employees or any disclosures required by legal, accounting, regulatory or stock exchange requirements beyond the reasonable control of such parties will be coordinated with and approved by both parties prior to the release thereof.

XVI.

SEVERABILITY

If any provision of this Agreement is declared judicially invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, it being the intent and agreement of the parties that this Agreement will be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent. If such modification is not possible, another provision that is legal and enforceable and that achieves the same objective will be substituted.

XVII.

WAIVERS

No delay or omission on the part of any party in exercising any right or privilege under this Agreement will operate as a waiver thereof.

XVIII.

ENTIRE AGREEMENT

This Agreement (including schedules and exhibits hereto) constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the parties. There are no representations, understandings or agreements relating to this Agreement that are not fully expressed herein.

XIX.

ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, however, Customer shall not assign nor transfer its obligations under this Agreement without the prior written consent of HBS, which consent shall not be unreasonably withheld.

XX.

NO THIRD PARTY BENEFICIARY

This Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. This Agreement is not intended, nor will it be construed, to create or convey any right upon any entity not a party to this Agreement. HBS will not be responsible for the services provided hereunder to any party other than Customer.

XXI.

GOVERNING LAW

This Agreement shall be deemed to be a contract made under the laws of the State of Texas, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the civil laws of such State.

XXII.

HEADINGS

The Article and Paragraph headings in this Agreement are for convenience of reference only and in no way define, extend, or describe any of the terms herein or affect the meaning or interpretation of the provisions of this Agreement.

XXIII.

CONFIDENTIALITY

Each party agrees that all confidential information and trade secrets communicated to it by the other party will be deemed to have been received in strict confidence and will be used only for the purposes of carrying out the prior written consent of the other party. Neither party will disclose any such information received from the other party.

XXIV.

COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one instrument.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first set forth above.

CUSTOMER:

HOLD BILLING SERVICES, LTD.

Archiva Billing Systems, Inc.

By: HBS, Inc.
Its General Partner

By: *Michael J. Leh*
President

By: *Rick Bz*
Vice President

EXHIBIT A
TO
BILLING SERVICES AGREEMENT

SERVICE FEES
FOR ONE-PLUS RECORDS

1) HBS Processing Fees for One-Plus Records

	<u>Record Volume</u>	<u>Per Record Fee</u>
First	100,000	LEC fees + \$.0470
Next	150,000	LEC fees + \$.0440
Next	250,000	LEC fees + \$.0420
Next	500,000	LEC fees + \$.0380
Next	1,000,000	LEC fees + \$.0250
Next	1,000,000	LEC fees + \$.0225
Next	1,000,000	LEC fees + \$.0200
Above	4,000,000	ICB

HBS' processing fees are in addition to HBS' contractual LEC cost set forth in Exhibit B. All processing fees are calculated on the total number of records processed in the calendar month

2) Minimum Processing Fee

HOLD Billing Services charges a minimum fee of \$250 per transmission.

3) Customer Service Inquiry Fees

Hold Billing Services performs end user customer service inquiry and investigation where LEC Agreements permit. Customer is charged a Customer Service Inquiry Fee of \$2.75 for each inquiry investigated by HOLD Billing Services' Customer Service Department. The Fee for referring an end-user to Customer's customer service department without performing any investigation of the end-user's inquiry is \$.65.

4) Regulatory Inquiry Costs

Customer is charged for the time and processing costs involved in responding to regulatory inquiries and complaints relating to Customer's end-users at the rate of \$10.00 per hour plus expenses.

**EXHIBIT A.1
TO
ADDENDUM No. 1**

**SERVICE FEES
FOR ENHANCED SERVICE RECORDS**

1. HOLD's Services Fees for Enhanced Service Records are based on the Average Value of the records submitted during the calendar month.

<u>Average Record Value For the Month</u>	<u>Service Fee</u>
\$0.01 - \$5.00	0%
\$5.01 - \$10.00	1.5%
\$10.01 - \$20.00	1.6%
\$20.01 - \$30.00	2.0%
\$30.01 - \$40.00	2.4%
\$40.01 - \$50.00	2.8%
\$50.01 - \$100.00	3.2%
\$100.01 - \$150.00	3.4%
\$150.01 - \$300.00	3.6%

1. Pricing is for volumes up to 20,000 records per month. Volumes greater than 20,000 records will be priced on an Individual Case Basis.
2. The minimum value of records that HOLD will transmit in one batch is \$1,000. There is no minimum monthly service fee for Enhanced Service Record processing as long as CUSTOMER is satisfying the monthly minimum volumes specified in the Billing Service Agreement.

**EXHIBIT B
TO
BILLING SERVICES AGREEMENT**

LEC BILLING COSTS

HBS will charge its Customers LEC "Per Message Billed" and "Per Bill Rendered" costs at the rates specified in HBS' published listing of "LEC BILLING AND COLLECTION COSTS" that is in effect at the date HBS accepts Customer's records for billing and collection. A listing of "LEC BILLING AND COLLECTIONS COSTS" in effect as of the date of this Agreement is included herein.

Exhibit B-1	LEC Costs for One-Plus Records
Exhibit B-2	LEC Costs for Enhanced Service Records
Exhibit B-3	LEC Costs for Customer Credit Records

Listing of LEC costs after this date are provided to customer upon request.

EXHIBIT B-1

HOLD BILLING SERVICES, LTD.

LEC BILLING AND COLLECTION COSTS

For

ONE-PLUS RECORDS

(LEC Record Type 01-01-xx)

EXHIBIT B-1

HOLD BILLING SERVICES LEC BILLING AND COLLECTION COSTS FOR One-Plus RECORDS EFFECTIVE 12/15/96

1 of 2 pages

12 Dec 96

LEC Number	LEC	Call Records			
		LEC Message Fee		Bill Rendering Fee	
		Intrastate	Interstate	Intrastate	Interstate
9102	<u>NYNEX - New England Telephone</u>				
	Connecticut	\$0.0100	\$0.0100	\$0.9600	\$0.9600
	Maryland	\$0.0100	\$0.0100	\$0.9600	\$0.9600
	Maine	\$0.0100	\$0.0100	\$0.9600	\$0.9600
	New Hampshire	\$0.0100	\$0.0100	\$0.9600	\$0.9600
	Rhode Island	\$0.0100	\$0.0100	\$0.9600	\$0.9600
	Vermont	\$0.0100	\$0.0100	\$0.9600	\$0.9600
9104	<u>NYNEX - New York Telephone</u>				
	New York	\$0.0100	\$0.0100	\$0.9600	\$0.9600
	<u>Bell Atlantic</u>				
9206	New Jersey Bell	\$0.0240	\$0.0240	\$0.3300	\$0.3300
9206	Pennsylvania Bell	\$0.0240	\$0.0240	\$0.3300	\$0.3300
9210	Diamond State (Delaware)	\$0.0240	\$0.0240	\$0.3300	\$0.3300
9211	C&P Washington DC	\$0.0240	\$0.0240	\$0.3300	\$0.3300
9212	C&P Maryland	\$0.0240	\$0.0240	\$0.3300	\$0.3300
9213	C&P Virginia	\$0.0240	\$0.0240	\$0.3300	\$0.3300
9214	C&P West Virginia	\$0.0240	\$0.0240	\$0.3300	\$0.3300
	<u>Ameritech</u>				
9321	Ohio	\$0.0350	\$0.0350	\$0.4000	\$0.4000
9323	Michigan	\$0.0350	\$0.0350	\$0.4000	\$0.4000
9325	Indiana	\$0.0350	\$0.0350	\$0.4000	\$0.4000
9327	Wisconsin	\$0.0350	\$0.0350	\$0.4000	\$0.4000
9329	Illinois	\$0.0350	\$0.0350	\$0.4000	\$0.4000
9417	<u>Southern Bell</u>				
	Florida	\$0.0210	\$0.0262	None	\$0.3690
	Georgia	\$0.0700	\$0.0262	\$0.3690	\$0.3690
	North Carolina	\$0.0610	\$0.0262	\$0.3690	\$0.3690
	South Carolina	\$0.0700	\$0.0262	\$0.3690	\$0.3690
9419	<u>South Central Bell</u>				
	Alabama	\$0.0560	\$0.0262	\$0.2900	\$0.3690
	Kentucky	\$0.0560	\$0.0262	\$0.2900	\$0.3690
	Louisiana	\$0.0560	\$0.0262	\$0.2900	\$0.3690
	Mississippi	\$0.0560	\$0.0262	\$0.2900	\$0.3690
	Tennessee	\$0.0560	\$0.0262	\$0.2900	\$0.3690

This Billing is referred to in Exhibit B to the Billing Services Agreement

EXHIBIT B-1

HOLD BILLING SERVICES LEC BILLING AND COLLECTION COSTS FOR One-Plus RECORDS EFFECTIVE 12/15/96

11/19/96

13 Dec 96

LEC Number	LEC	Call Records			
		LEC Message Fee		Bill Rendering Fee	
		Intrastate	Interstate	Intrastate	Interstate
9533	<u>Southwestern Bell</u>				
	Arkansas	\$0.0190	\$0.0190	\$0.2740	\$0.2740
	Kansas	\$0.0190	\$0.0190	\$0.2740	\$0.2740
	Missouri	\$0.0190	\$0.0190	\$0.2740	\$0.2740
	Oklahoma	\$0.0190	\$0.0190	\$0.2740	\$0.2740
	Texas	\$0.0190	\$0.0190	\$0.2740	\$0.2740
9636	<u>U S West - Central Region</u>				
	Arizona	\$0.0250	\$0.0250	\$0.4200	\$0.4200
	Colorado	\$0.0250	\$0.0250	\$0.4200	\$0.4200
	Idaho	\$0.0250	\$0.0250	\$0.4200	\$0.4200
	Montana	\$0.0250	\$0.0250	\$0.4200	\$0.4200
	New Mexico	\$0.0250	\$0.0250	\$0.4200	\$0.4200
	Utah	\$0.0250	\$0.0250	\$0.4200	\$0.4200
	Wyoming	\$0.0250	\$0.0250	\$0.4200	\$0.4200
9638	<u>U S West - Western Region</u>				
	Oregon	\$0.0250	\$0.0250	\$0.4200	\$0.4200
	Washington	\$0.0350	\$0.0250	\$0.4200	\$0.4200
9631	<u>U S West - Eastern Region</u>				
	Iowa	\$0.0250	\$0.0250	\$0.4200	\$0.4200
	Minnesota	\$0.0350	\$0.0250	\$0.4200	\$0.4200
	Nebraska	\$0.0250	\$0.0250	\$0.4200	\$0.4200
	North Dakota	\$0.0250	\$0.0250	\$0.4200	\$0.4200
	South Dakota	\$0.0250	\$0.0250	\$0.4200	\$0.4200
9740	<u>Pacifi</u>				
	Pacific Bell	\$0.0110	\$0.0110	\$0.2400	\$0.2400
9742	Nevada Bell	\$0.0910	\$0.0350	\$0.8500	\$0.4500

This billing is referred to in Exhibit B to the Billing Services Agreement

EXHIBIT B-1

HOLD BILLING SERVICES LEC BILLING AND COLLECTION COSTS FOR One-Plus RECORDS EFFECTIVE 12/15/96

13000000

13 Dec 96

LEC Number	LEC	Call Records			
		LEC Message Fee		Bill Rendering Fee	
		Intrastate	Interstate	Intrastate	Interstate
9980	<u>GTE - Central Region</u>				
	Arizona	\$0.0622	\$0.0622	None	None
	Arkansas	\$0.0622	\$0.0622	None	None
	Iowa	\$0.0662	\$0.0662	None	None
	Kansas	\$0.0622	\$0.0622	None	None
	Minnesota	\$0.0662	\$0.0662	None	None
	Missouri	\$0.1059	\$0.0662	None	None
	Nebraska	\$0.0662	\$0.0662	None	None
	New Mexico	\$0.0622	\$0.0622	None	None
	North Dakota	\$0.0622	\$0.0622	None	None
	Oklahoma	\$0.0622	\$0.0622	None	None
	South Dakota	\$0.0622	\$0.0622	None	None
	Texas	\$0.0900	\$0.0622	None	None
	Utah	\$0.0622	\$0.0622	None	None
9985	<u>GTE - South Region</u>				
	Alabama	\$0.0734	\$0.0734	None	None
	Florida	\$0.0770	\$0.0576	None	None
	Kentucky	\$0.1029	\$0.0734	None	None
	North Carolina	\$0.0734	\$0.0734	None	None
	South Carolina	\$0.0734	\$0.0734	None	None
	Virginia	\$0.0734	\$0.0734	None	None
9983	<u>GTE - North Region</u>				
	Illinois	\$0.0662	\$0.0662	None	None
	Indiana	\$0.0662	\$0.0662	None	None
	Michigan	\$0.0662	\$0.0662	None	None
	Ohio	\$0.0662	\$0.0662	None	None
	Pennsylvania	\$0.0662	\$0.0662	None	None
	Wisconsin	\$0.0662	\$0.0662	None	None
9987	<u>GTE - Western Region</u>				
	California	\$0.1095	\$0.1273	None	None
	Hawaii	N/A	\$0.1278	None	None
	Idaho	\$0.1038	\$0.1038	None	None
	Oregon	\$0.1038	\$0.1038	None	None
	Washington	\$0.1038	\$0.1038	None	None
0341	<u>Sprint/United/Centel</u>				
	New Jersey	\$0.0700	\$0.0700	\$0.3500	\$0.3500
	Pennsylvania	\$0.0700	\$0.0700	\$0.3500	\$0.3500
	Nevada	\$0.0700	\$0.0700	\$0.3500	\$0.3500
	Florida (Centel)	\$0.0700	\$0.0700	\$0.3500	\$0.3500
	Florida (United)	\$0.0700	\$0.0700	\$0.3500	\$0.3500

EXHIBIT B-2

**HOLD BILLING SERVICES, LTD.
LEC BILLING AND COLLECTION COSTS**

For

ENHANCED SERVICE RECORDS

(LEC Record Type 42-50-xx)

EXHIBIT B-2

HOLD BILLING SERVICES LEC BILLING AND COLLECTION COSTS FOR ENHANCED RECORDS EFFECTIVE 12/15/96

984 (04/96) 000000

LEC Number	LEC	Enhanced Records	
		Message Fee	Bill Rendering Fee
9102	<u>NYNEX - New England Telephone</u>	(1)	(1)
9104	<u>NYNEX - New York Telephone</u>	(1)	(1)
	<u>Bell Atlantic</u>		
9208	New Jersey Bell	\$0.2500 (2)	(1)
9208	Pennsylvania Bell	\$0.2500 (2)	(1)
9210	Diamond State (Delaware)	\$0.2500 (2)	(1)
9211	C&P Washington DC	\$0.2500 (2)	(1)
9212	C&P Maryland	\$0.2500 (2)	(1)
9213	C&P Virginia	\$0.2500 (2)	(1)
9214	C&P West Virginia	\$0.2500 (2)	(1)
	<u>Ameritech</u>		
9321	Ohio	(1)	(1)
9323	Michigan	(1)	(1)
9325	Indiana	(1)	(1)
9327	Wisconsin	(1)	(1)
9329	Illinois	(1)	(1)
9417	<u>Southern Bell</u>	\$0.1000 (2)	(1)
9419	<u>South Central Bell</u>	\$0.1000 (2)	(1)
9533	<u>Southwestern Bell</u>		
	<i>Value of Record Submitted:</i>		
	\$ 0.01 to \$ 5.00	\$0.0000 (3)	(1)
	\$ 5.01 to \$ 10.00	\$0.0000 (3)	(1)
	\$ 10.01 to \$ 20.00	\$0.1000 (3)	(1)
	\$ 20.01 to \$ 25.00	\$0.2500 (3)	(1)
9636	<u>U S West - Central Region</u>	\$0.3000 (3)	(1)
9638	<u>U S West - Western Region</u>	\$0.3000 (3)	(1)
9631	<u>U S West - Eastern Region</u>	\$0.3000 (3)	(1)

EXHIBIT B-2

HOLD BILLING SERVICES LEC BILLING AND COLLECTION COSTS FOR ENHANCED RECORDS EFFECTIVE 12/15/96

9/14/96/PL/cccc

LEC Number	LEC	Enhanced Records	
		Message Fee	Bill Rendering Fee
	<u>Pactelis</u>		
9740	Pacific Bell	(1)	(1)
9742	Nevada Bell	\$0.0110 (2)	(1)
9980	<u>GTE - Central Region</u>	\$0.1000 (2)	(1)
9985	<u>GTE - South Region</u>	\$0.1000 (2)	(1)
9983	<u>GTE - North Region</u>	\$0.1000 (2)	(1)
9987	<u>GTE - Western Region</u>	\$0.1000 (2)	(1)
0341	<u>Sprint/United/Centel</u>	\$0.0700 (1)	(1)

This listing is referred to in Exhibit B to the Billing Services Agreement

- (1) Same rate as for call records
- (2) Enhanced Message Fee is
in lieu of Call Record
Message Fee
- (3) Enhanced Message Fee is
in addition to Call Record
Message Fee

EXHIBIT B-3

HOLD BILLING SERVICES, LTD.

LEC BILLING AND COLLECTION COSTS

For

CUSTOMER CREDIT RECORDS

(LEC Record Type 41-50-xx)

EXHIBIT B-3

HOLD BILLING SERVICES
 LEC BILLING AND COLLECTION COSTS
 FOR CREDIT RECORDS
 EFFECTIVE
 12/15/96

1 to 1000 records

LEC Number	LEC	Message Fee
9102	<u>NYNEX - New England Telephone</u>	(1)
9104	<u>NYNEX - New York Telephone</u>	(1)
	<u>Bell Atlantic</u>	
9206	<u>New Jersey Bell</u>	\$0.2500
9208	<u>Pennsylvania Bell</u>	\$0.2500
9210	<u>Diamond State (Delaware)</u>	\$0.2500
9211	<u>C&P Washington DC</u>	\$0.2500
9212	<u>C&P Maryland</u>	\$0.2500
9213	<u>C&P Virginia</u>	\$0.2500
9214	<u>C&P West Virginia</u>	\$0.2500
	<u>Ameritech</u>	
9321	<u>Ohio</u>	(1)
9323	<u>Michigan</u>	(1)
9325	<u>Indiana</u>	(1)
9327	<u>Wisconsin</u>	(1)
9329	<u>Illinois</u>	(1)
9417	<u>Southern Bell</u>	\$0.1500
9419	<u>South Central Bell</u>	\$0.1500
9533	<u>Southwestern Bell</u>	(1)
9638	<u>U S West - Central Region</u>	(1)
9638	<u>U S West - Western Region</u>	(1)
9631	<u>U S West - Eastern Region</u>	(1)
	<u>PacBell</u>	
9740	<u>Pacific Bell</u>	(1)
9742	<u>Nevada Bell</u>	\$0.0110
9980	<u>GTE - Central Region</u>	\$0.0900
9985	<u>GTE - South Region</u>	\$0.0900
9983	<u>GTE - North Region</u>	\$0.0900
9987	<u>GTE - Western Region</u>	\$0.0900
0341	<u>Sprint/United/Centel</u>	\$0.0800

(1) Same rate as for call records

**EXHIBIT C
TO
BILLING SERVICES AGREEMENT**

**LEC BAD DEBT RESERVES
AND
BAD DEBT RESERVE TRUEUPS**

HBS will Reserve from Customer's LEC settlements an amount for Uncollectible Accounts. The rates are the same for all HBS customers and are specified in HBS' published listing of "LEC BAD DEBT HOLDBACK RATES" that is in effect at the date HBS accepts Customer's records for billing and collection. A listing of "LEC BAD DEBT HOLDBACK RATES" in effect as of the date of this Agreement is included herein. Listings hereafter are provided to Customer upon request.

LEC Bad Debt reserves are trued-up periodically in accordance with the terms of the Agreement. When a LEC returns sufficient data to permit HBS to identify specific uncollectible accounts by Customer, HBS will incorporate such data in its trueup calculations. Where a LEC does not return sufficient data to permit HBS to identify specific uncollectible accounts by Customer, HBS will prorate uncollectible accounts to its Customers on a basis that includes the proportion that a Customer's Accepted Revenues billed through a LEC bears to all Accepted Revenues billed through the LEC in the same time period.

HOLD BILLING SERVICES
LEC BAD DEBT HOLDBACK RATES
EFFECTIVE
11/16/96

NYNEX		
9104	New York Telephone	12.00%
9102	New England Telephone	7.00%
Bell Atlantic		
9208	New Jersey Bell	3.00%
9208	Pennsylvania Bell	3.00%
9210	Diamond State (Delaware)	3.00%
9211	C&P Washington DC	3.00%
9212	C&P Maryland	3.00%
9213	C&P Virginia	3.00%
9214	C&P West Virginia	3.00%
Ameritech		
9321	Ohio	4.00%
9323	Michigan	4.00%
9325	Indiana	4.00%
9327	Wisconsin	4.00%
9329	Illinois	4.75%
Bell South		
9417	Southern Bell	3.00%
9419	South Central Bell	3.00%
9533	Southwestern Bell	3.00%
U.S. West		
9631	Eastern Region	5.00%
9636	Central Region	5.00%
9638	Western Region	5.00%
Pactelis		
9740	Pacific Bell	6.00%
9742	Nevada Bell	6.00%
GTE		
9980	Central Region	3.00%
9983	North Region	3.00%
9985	South Region	3.00%
9987	Western Region	3.00%
0341	Sprint/United/Centel	5.00%

This listing is referred to in Exhibit C to the Billing Services Agreement.

**EXHIBIT D
TO
BILLING SERVICES AGREEMENT
ENHANCED RECORDS**

To the extent authorized by HBS and the LEC's, Customer is authorized to submit non-toll ("Enhanced Records") to HBS for billing and collection. Customer understands that LEC's generally cannot deny End-User's access to local service for nonpayment of such Enhanced Service Records, and that LEC initiated adjustments for such records are generally not subject to appeal through normal LEC channels.

HBS's fees for billing and collecting Enhanced Records are based on the average value of such records accepted during a calendar month and are detailed as follows:

<u>Average Value of Records Accepted For the Month</u>	<u>Service Fee</u>
\$ 0.01 - \$ 5.00	0%
\$ 5.01 - \$ 10.00	1.5%
\$ 10.01 - \$ 20.00	1.6%
\$ 20.01 - \$ 25.00	2.0%

Pricing is for volumes of up to 20,000 records per month. Volumes greater than 20,000 records will be priced on an Individual Case Basis.

The minimum value of records that HBS will transmit in one batch is \$1,000. There is no minimum monthly service fee for Fee Record processing as long as CUSTOMER is satisfying the monthly minimum volumes specified in the Billing Service Agreement.

LEC billing fees for Enhanced Records are detailed in Exhibit B-2 to this Agreement and are subject to change without notice in accordance with HBS' contracts with the LEC's.

All Text Phrases, Text Codes and the associated range of Fee Amounts must be approved by HBS in writing prior to submission by CUSTOMER.

All Text Phrases and Text Codes must accurately describe the product being billed by CUSTOMER.

GEMINI COMMUNICATIONS MANAGEMENT, INC.

STATE OF FLORIDA

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telephone communications services provided by Gemini Communications Management, Inc., with principal offices at 12140 Woodcrest Executive Drive, Suite 190, St. Louis, MO 63141. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

Issued:

Effective: _____

Issued By: **Michael J. Gudeman, President**
Gemini Communications Management, Inc.
12140 Woodcrest Executive Drive, Suite 190
St. Louis, MO 63141

CHECK SHEET

Sheets 1 through 29 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheets. 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 of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	19	Original
2	Original	20	Original
3	Original	21	Original
4	Original	22	Original
5	Original	23	Original
6	Original	24	Original
7	Original	25	Original
8	Original	26	Original
9	Original	27	Original
10	Original	28	Original
11	Original	29	Original
12	Original	30	Original
13	Original	31	Original
14	Original	32	Original
15	Original	33	Original
16	Original		
17	Original		
18	Original		

Issued:**Effective:** _____**Issued By:****Michael J. Gudeman, President
Gemini Communications Management, Inc.
12140 Woodcrest Executive Drive, Suite 190
St. Louis, MO 63141**

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 Gemini Communications Management, Inc.
 12140 Woodcrest Executive Drive, Suite 190
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 Gemini Communications Management, Inc.
 12140 Woodcrest Executive Drive, Suite 190
 St. Louis, MO 63141

SYMBOLS

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

D - Delete or Discontinue

I - Change Resulting In An Increase in Rates

M - Moved From Another Tariff Location

N - New

R - Change Resulting In A Reduction in Rates

T - Change In Text or Regulation But No Change In Rate or Charge

Issued:

Effective: _____

Issued By:

Michael J. Gudeman, President
Gemini Communications Management, Inc.
12140 Woodcrest Executive Drive, Suite 190
St. Louis, MO 63141

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 sheets 14 and 15 would be 14.1.

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

C. Paragraph Numbering Sequence - There are five 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.I.

D. Check Sheets - When a tariff filing is made with the Florida PSC, 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 pages are added, the check sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Florida PSC.

Issued:

Effective: _____

Issued By: Michael J. Gudeman, President
Gemini Communications Management, Inc.
12140 Woodcrest Executive Drive, Suite 190
St. Louis, MO 63141

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 Gemini Communications' location or switching center.

Account Number - A numerical code, one or more of which may be assigned to a customer, to enable Gemini Communications to identify the service user so it may rate and process the call.

Affinity Advantage Calling Card - A postpaid Affinity card pays a commission to the affinity group based upon monthly gross collected revenues. Card offers speed dial and voicemail function.

Affinity Advantage Plus Calling Card - A postpaid Affinity card pays a commission of to the affinity group based upon monthly gross collected revenues. Card offers speed dial and voicemail function.

Basic Recharge Card - Credit card debit card rechargeable in dollar amounts of less than \$45.00.

BASIC Calling Card - A postpaid affinity card. Sold to residential customers only. Card offers speed dial and voicemail functions.

BASIC Plus Calling Card - A postpaid affinity card that pays a commission of 9-15% of network services usage dependent upon monthly gross collected revenues. Card offers speed dial and voicemail functions.

Business Services Calling Card - A service calling card with monthly and per call fees. offers speed dial and voicemail functions.

Collegiate Card - Collegiate Cards sold only to college students or their parents in denominations of less than \$45.00. Card offers speed dial and voicemail functions.

Issued:

Effective: _____

Issued By: Michael J. Gudeman, President
Gemini Communications Management, Inc.
12140 Woodcrest Executive Drive, Suite 190
St. Louis, MO 63141

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd).

Collegiate Card Plus - Collegiate Cards sold only to college students or their parents, minimum card denomination of \$45.00. Card offers speed dial and voicemail functions.

Common Carrier - A Company or entity providing telecommunications services to the public.

Consumer Cards - Calls for which charges are billed not to the originating telephone number, but to a credit card, such as VISA, MasterCard, or American Express.

Corporate Accounts Calling Card - A postpaid affinity card that serves the corporate market.

Customer - The calling party utilizing the services of Gemini Communications and responsible for the payment of charges.

Debit Card Calls - Calls for which charges are billed not to the originating telephone number but are deducted from the face value of the debit card. Company debit card calls do not result in a bill being sent to the customer.

Evening - From 5:00 p.m. up to, but not including, 11:00 p.m. Sunday through Friday, and all holidays (unless night rates apply).

Gemini Card Calls- Calls for which charges are billed not to the originating telephone number, but to a Gemini Communications Phone Card.

Gemini Communications - Used throughout this tariff to mean Gemini Communications Management, Inc.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

LEC - Used throughout this tariff to mean "Local Exchange Carrier".

Issued:

Effective: _____

Issued By: Michael J. Gudeman, President
Gemini Communications Management, Inc.
12140 Woodcrest Executive Drive, Suite 190
St. Louis, MO 63141

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd).

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating the charges due for a completed call.

Postpaid LEC-Billed - A card that is offered to a customer and is LEC-billed. The card offers speed dial and voicemail functions.

Promotional Card - a card given to consumers free of charge to promote Gemini Communications' calling cards

Recharge Advantage - Credit card debit card rechargeable in dollar amounts of \$45.00 or more.

Retail Card Plans 1- 45 - Retail Cards with and without recharge, speed dial and/or voice mail functions.

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

Value Card - Sold as a \$45.00 card through direct marketing, customer is LEC-billed. Card offers speed dial and voicemail functions.

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SECTION 2. RULES AND REGULATIONS

2.1 Terms of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Gemini Communications for telecommunications between points within the State of Florida. Gemini Communications' services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The services of Gemini Communications are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers who may be subject to the jurisdiction of this commission.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Gemini Communications and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Gemini Communications.
- 2.1.4 The services of Gemini Communications are furnished to purchasers of Gemini Communications Phone cards. The purchase of a card makes available to the purchasing subscriber Gemini Communications' nationwide services, including the intrastate services offered under the terms and conditions of this tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services

- 2.2.1 Gemini Communications' services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Gemini Communications' 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 Gemini Communications' services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, false calling or credit cards or false Gemini Communications Calling Card™ Cards or false numbers of such cards, is prohibited.
- 2.2.4 Gemini Communications' services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Gemini Communications does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Gemini Communications' services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 If a Gemini Communications Card is inactive for any 6-month period, an inactivity fee of \$2.00 per month will be assessed against the remaining balance on the card on a monthly basis until the card exhausts or is reused.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

- 2.2.8 A purchaser of a Gemini Communications card may obtain a refund of any unused portion of a card by returning the card to the company, with a written request for such refund.
- 2.2.9 A purchaser of a Gemini Communications Card is responsible for all losses in the event that the card is lost, stolen, or used by an unauthorized person. In the event a card is lost or stolen, a purchaser may contact Customer Relations and have the unused portion of a card balance transferred to a new card and identification number.
- 2.2.10 Gemini Communications may refuse or terminate service to customers in violation of State of Florida statutes or Florida Public Services Commission rules.

2.3 Liability of Gemini Communications

- 2.3.1 Gemini Communications shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with Gemini Communications or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption, and whether negligent or otherwise, and however long it shall last. In no event shall Gemini Communications' liability for any service exceed the charges applicable under this tariff to such service.
- 2.3.2 Gemini Communications shall be indemnified and saved harmless by any subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in

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SECTION 2. RULES AND REGULATIONS (Cont'd)

connection with the services provided by Gemini Communications.

- 2.3.3 Gemini Communications is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services Gemini Communications.
- 2.3.4 Gemini Communications shall not be liable for any personal injury, or death of any person or persons, nor for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause, and whether negligent or otherwise.
- 2.3.5 Gemini Communications shall not be liable for and shall be indemnified and saved harmless by any subscriber, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any subscriber, user or any other entity or any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any subscriber, user or any other entity of any other property whether owned or controlled by the subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of services, facilities or equipment provided by Gemini Communications which is not the direct result of Gemini Communications' negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of Gemini Communications

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3.6 Gemini Communications shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

2.4 Responsibilities of the Subscriber

2.4.1 The subscriber is responsible for payment for use of Gemini Communications Calling Card Cards and for complying with tariff regulations. The subscriber is also responsible for the payment of charges for calls which the subscriber elects to continue following notification that the prepaid amount on the Gemini Communications calling card then in use has been fully used. The subscriber is responsible for payment of all card calls on direct and LEC-billed cards.

2.4.2 The subscriber must pay Gemini Communications for replacement or repair of damage to the equipment or facilities of Gemini Communications caused by negligence or willful act of the subscriber or others, by improper use of the services, or by use of equipment provided by the subscriber or others.

2.4.3 The subscriber is responsible for compliance with the applicable regulations set forth in this tariff.

2.4.4 The subscriber is responsible for establishing its identity as often as necessary during the course of a call.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4.5 The subscriber is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, Gemini Communications may immediately discontinue services to a subscriber or may withhold the provision of ordered or contracted services:

- (A) For nonpayment of any sum due Gemini Communications for the use of Gemini Communications Calling Card Cards, or for nonpayment of any sum due Gemini Communications following full use of the prepaid amount on a Gemini Communications calling card.
- (B) For violation of any of the provisions of this tariff,
- (C) For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Gemini Communications' services, or
- (D) By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Gemini Communications from furnishing its services.

2.5.2 Without incurring liability, Gemini Communications 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 Gemini Communications' equipment and facilities and may

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SECTION 2. RULES AND REGULATIONS (Cont'd)

continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

- 2.5.3 Service may be discontinued by Gemini Communications, without notice to the subscriber, by blocking traffic to certain countries, cities, or exchanges, or by blocking calls using certain customer authorization code, when Gemini Communications deems it necessary to take such action to prevent unlawful use of its service. Gemini Communications will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new account number to replace the one that has been deactivated.
- 2.5.4 If Gemini Communications chooses to add dial tone or other direct access services in addition to prepaid and postpaid telephone cards, sections 2.5.5, 2.5.6, and 2.5.7 would apply.
- 2.5.5 Credit allowance for the interruption of service which is not due to Gemini's testing, adjusting, negligence of the customer or to the failure of the equipment provided by the customer, are subject to the general liability set fourth in 2.3.1 herein. It shall be the obligation of the customer to notify the Company immediately of any interruption in services for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any equipment furnished by the customer and connected to the Companies facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5.6 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.5.7 The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$$\text{Credit} = A/B \times C$$

"A" = outage time in hours

"B" = total days in month

"C" = total monthly charge for affected facility

2.6 Billing Arrangements

2.6.1 Gemini Communications Card Calls: Charges for calls of this type will be prepaid upon purchase by the subscriber of a Gemini Communications Calling Card. Gemini Communications customer service agents will have itemized call detail information on-line in order to answer customers' questions. Upon verification that the caller is a Gemini Communications customer, written itemization of charges can be obtained from customer service.

2.6.2 Credit Card Call: Itemization of charges posted to credit cards will be included on the subscriber's regular monthly statement from the card-issuing company, or a monthly statement in the case of LEC and direct billed Cards.

2.6.3 LEC and direct billed Cards. Itemization of charges posted will be included on the subscriber's LEC billing, or where a customer has entered into a direct billing arrangement, on their monthly direct billed statement.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Telecard Services, the Subscriber may file an appropriate complaint with the Florida Public Service Commission. The Commission's address is:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
904-413-6600 X 349

- 2.10 Taxes: All federal, state and local taxes (e.g., excise tax, gross receipts tax, sales tax, municipal Service tax) are included in the amount deducted for each call that is placed through a prepaid telephone calling card. In all cases of direct billed and LEC billed cards, taxes will be added to the amount that is charged as shown in the rates shown below.
- 2.11 Deposits: Gemini Communications does not require a deposit from the Subscriber.
- 2.12 Directory Assistance: Directory Assistance is available for some card calls (or types of card product issued) See "Rate Schedules" below for directory assistance charges.
- 2.13 Advance Payments: For customers whom the Company feels an advanced payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advanced payment for service. This will be applied against the next month's charges and if necessary a new advanced payment will be collected for the next month.

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SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

tone detection. When software answer supervision is employed up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.5 Minimum Call Completion Rate: A customer can expect a call completion rate of not less than 99% during peak use periods for all FG D services ("1+" dialing).

3.6 Service Offerings

3.6.1 Gemini Communications Calling Card Service: This service permits use of a prepaid Gemini Communications Calling Card for placing long distance calls. Users may purchase these cards at a variety of retail outlets or through other distribution channels. Gemini Communications Calling Cards are available at face values of \$5.00 to \$100.00 increasing in \$5.00 increments for Retail cards; Wholesale cards are available in any increment requested by customer. A call is placed by dialing an 800 number to obtain access to Gemini Communications' network. The caller is prompted by an automated voice response system to enter his/her account number, and then to enter the terminating telephone number.

3.6.1.A Gemini Communications' processor tracks the call duration and destination on it's calling card products for rating purposes on a real time basis. The total price of each call, including applicable taxes, is deducted from the prepaid amount on the caller's Gemini Communications card. Should the balance on the card approach zero, the caller is so advised, and, if desired, the caller may follow voice prompts to reach a live operator who will aid the user in accomplishing a recharge.

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SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.6.1.B Special features are available for use with some Gemini Communications cards. These features include speed-calling capability for two-digit dialing of up to ninety numbers. In addition, multiple calls can be made without re-dialing an access number or account number.

3.6.1.C Gemini Communications offers universal origination from anywhere in the United States and termination both domestically and internationally. Availability of termination may be limited by Gemini Communications' operating authority limits, or by service availability for international direct dialing. Not all of Gemini Communications' cards will have international termination ability.

3.6.1.D Customers reselling or rebilling telecommunication services must have a certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission

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SECTION 4. RATES AND CHARGES

4.1 Gemini Communications Calling Card Rates

4.1.1 Gemini Communications will enter agreements with retailers or other distributors of a Gemini Communications card to discount the price of cards purchased by a particular retailer or other distributor in order to induce the distributor to offer the cards to end users. These distribution arrangements will not affect the rates charged to end users of the cards.

4.1.2 Gemini Communications may enter special arrangements with certain customers who purchase cards in volume directly from Gemini. The discount will consist of reductions of price for the denomination of card or cards being purchased.

4.2 Charges Computation

4.2.1 Calls processed by Gemini Communications are rated and charged in accordance with the rate schedules set forth herein.

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SECTION 4. RATES AND CHARGES (Cont'd)
4.4 Rate Schedules

- 4.4.1: **"Basic" and "Basic Plus" Calling Card Service:**
 Postpaid travel card service is available to Subscribers of Gemini Communications' long distance services. Customers will reach Gemini Communications' network via a toll free number. A customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Subscriber's LEC monthly telephone bill. Card calls are billed in one-minute initial and additional increments. Basic plus also offers speed dial and voice mail functions.

Per Minute Rates:**Basic Calling Card:**

Per call surcharge	\$0.65
Per minute rate	\$0.225

Basic Plus Calling Card:

Per call surcharge	\$0.50
Per minute rate	\$0.225

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SECTION 4. RATES AND CHARGES (Cont'd)

- 4.4.2 "Collegiate Card" and "Collegiate Card Plus" Service: Prepaid card service is a prepaid long distance calling card service under which college students and their parents purchase cards in predetermined amounts for long distance usage. As Users access the service their usage is automatically deducted from the remaining card balance. Prepaid cards purchased for less than \$45 are decremented in 30 second increments; prepaid cards purchased for more than \$45 are decremented in 6 second increments.

Per Minute Rates:

	<u>Face</u>	<u>Rate</u>
Card cost	\$45.00 or more	\$0.18
Card cost	\$44.99 or less	\$0.20

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SECTION 4. RATES AND CHARGES (Cont'd)

4.4.3 Retail Card Service: Retail card prepaid service is a prepaid long distance calling card service made available to the public through marketing through retail outlets. The card is decremented in full minute increments. The card may have speed dial and/or voice mail. Where recharging is available, it will be at the same rate as the card. As Users access the service their usage is automatically deducted from the remaining card balance.

	Card Cost	Rate per minute		Card Cost	Rate per Minute
Card cost	\$60.00	\$0.15	Card cost	\$37.00	\$0.38
Card cost	\$59.00	\$0.16	Card cost	\$36.00	\$0.39
Card cost	\$58.00	\$0.17	Card cost	\$35.00	\$0.40
Card cost	\$57.00	\$0.18	Card cost	\$34.00	\$0.41
Card cost	\$56.00	\$0.19	Card cost	\$33.00	\$0.42
Card cost	\$55.00	\$0.20	Card cost	\$32.00	\$0.43
Card cost	\$54.00	\$0.21	Card cost	\$31.00	\$0.44
Card cost	\$53.00	\$0.22	Card cost	\$30.00	\$0.45
Card cost	\$52.00	\$0.23	Card cost	\$29.00	\$0.46
Card cost	\$51.00	\$0.24	Card cost	\$28.00	\$0.47
Card cost	\$50.00	\$0.25	Card cost	\$27.00	\$0.48
Card cost	\$49.00	\$0.26	Card cost	\$26.00	\$0.49
Card cost	\$48.00	\$0.27	Card cost	\$25.00	\$0.50
Card cost	\$47.00	\$0.28	Card cost	\$24.00	\$0.51
Card cost	\$46.00	\$0.29	Card cost	\$23.00	\$0.52
Card cost	\$45.00	\$0.30	Card cost	\$22.00	\$0.53
Card cost	\$44.00	\$0.31	Card cost	\$21.00	\$0.54
Card cost	\$43.00	\$0.32	Card cost	\$20.00	\$0.55
Card cost	\$42.00	\$0.33	Card cost	\$19.00	\$0.56
Card cost	\$41.00	\$0.34	Card cost	\$18.00	\$0.57
Card cost	\$40.00	\$0.35	Card cost	\$17.00	\$0.58
Card cost	\$39.00	\$0.36	Card cost	\$16.00	\$0.59
Card cost	\$38.00	\$0.37	Card cost	\$15.00	\$0.60

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SECTION 4. RATES AND CHARGES (Cont'd)

4.4.4 Credit Card billed Calling Card Service: This service allows payment of calling card services via a valid credit card issued to the customer. As users access the service their usage is automatically deducted from the remaining card balance. Prepaid cards purchased are decremented in one minute increments.

Per Minute Rates:

	<u>Face</u>	<u>Rate</u>
Card cost	\$45.00 or more	\$0.15
Card cost	\$44.99 or less	\$0.30

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SECTION 4. RATES AND CHARGES (Cont'd)

- 4.4.5: "Affinity Advantage" and "Affinity Advantage Plus" Calling Card Service: Postpaid travel card service is available to Subscribers of Gemini Communications' long distance services. Customers will reach Gemini Communications' network via a toll free number. A customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Subscriber's LEC monthly telephone bill. Card calls are billed in one-minute initial and additional increments. Basic plus also offers speed dial and voice mail functions.

Per Minute Rates:

<u>Affinity Advantage Calling Card:</u>	
Per call surcharge	\$0.35
Per minute rate	\$0.195
<u>Affinity Advantage Plus Calling Card:</u>	
Per call surcharge	\$0.25
Per minute rate	\$0.185

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SECTION 4. RATES AND CHARGES (Cont'd)

- 4.4.6: **"Basic" and "Basic Plus" Calling Card Service:**
Postpaid travel card service is available to Subscribers of Gemini Communications' long distance services. Customers will reach Gemini Communications' network via a toll free number. A customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Subscriber's LEC monthly telephone bill. Card calls are billed in one-minute initial and additional increments. Basic plus also offers speed dial and voice mail functions.

Per Minute Rates:

<u>Basic Calling Card:</u>	
Per call surcharge	\$0.65
Per minute rate	\$0.225
<u>Basic Plus Calling Card:</u>	
Per call surcharge	\$0.50
Per minute rate	\$0.225

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SECTION 4. RATES AND CHARGES (Cont'd)

4.4.7: "Business Services Calling Card Service: Postpaid travel card service is available to Subscribers of Gemini Communications' long distance services. Customers will reach Gemini Communications' network via a toll free number. A customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Subscriber's LEC monthly telephone bill. Card calls are billed in one-minute initial and additional increments. Basic plus also offers speed dial and voice mail functions.

Per Minute Rates:

Basic Calling Card:

Monthly Account charge	\$1.95
Per minute rate	\$0.25

Corporate Accounts Calling Card:

Monthly account charge	\$3.95
Per minute rate	\$0.175

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SECTION 4. RATES AND CHARGES (Cont'd)

- 4.4.8: ValuCard Calling Card Service: Postpaid LEC billed card service is available through direct marketing to Subscribers of Gemini Communications' long distance services. Customers will reach Gemini Communications' network via a toll free number. A customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Subscriber's LEC monthly telephone bill. Card calls are billed in one-minute initial and additional increments. Basic plus also offers speed dial and voice mail functions. May only be purchased in denominations of \$45.00 or more.

Per Minute Rates:

ValuCard Calling Card:

Per minute rate

\$0.30

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SECTION 4. RATES AND CHARGES (Cont'd)

- 4.4.9: "Consumer Calling Card Service: Postpaid calling card service is available to consumers through direct marketing. Customers will reach Gemini Communications' network via a toll free number. A customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Subscriber's LEC monthly telephone bill. Card calls are billed in one-minute initial and additional increments. Basic plus also offers speed dial and voice mail functions.

Per Minute Rates:**Consumer Card 1 Calling Card:**

Per minute rate \$0.66

Consumer Card 2 Calling Card:

Per minute rate \$0.666

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GEMINI COMMUNICATIONS MANAGEMENT, INC.

STATE OF FLORIDA DEPOSIT DATE
D587 AUG 08 1997

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telephone communications services provided by Gemini Communications Management, Inc., with principal offices at 12140 Woodcrest Executive Drive, Suite 190, St. Louis, MO 63141. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

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

TELECARD REGULATORY SERVICES
11655 SW ALLEN BLVD. #23
BEAVERTON, OR 97005-4849

1711

8.5 1997

PAY TO THE ORDER OF

Florida PSC

\$ 250⁰⁰

Two Hundred Fifty and no/100

DOLLARS

U.S. BANK
UNITED STATES NATIONAL BANK OF OREGON

FOR Gemini

[Signature]