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Monica Borne Haab
EllenAnn G. Sands
Bruce C. Betzer
Philip R. Adams, Jr.

April 3, 2003

RECEIVED

APR 04 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Via Overnight Delivery

Executive Secretary
South Dakota Public Utilities Commission
500 E. Capitol Avenue
Pierre, SD 57501-5070

RE: Epixtar Communications Corp.

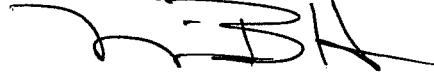
Dear Sir:

Enclosed herewith for filing please find an original and ten (10) copies of the Application of Epixtar Communications Corp for authority to provide interexchange telecommunications services in South Dakota. The requisite \$250.00 filing fee is enclosed.

Please date stamp and return the attached copy of this letter as acknowledgment of your receipt of these documents. A self-addressed, stamped envelope has been provided for this purpose.

If you should have any questions regarding this filing, please do not hesitate to call.

Sincerely,



Monica Borne Haab

Enclosure

cc: William D. Rhodes, Jr., Epixtar
(cover only)

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

APR 04 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF **EPIXTAR**)
COMMUNICATIONS CORP. FOR A CERTIFICATE)
OF AUTHORITY TO PROVIDE INTEREXCHANGE)
TELECOMMUNICATIONS SERVICES IN SOUTH DAKOTA)

Docket No. _____

APPLICATION

Epixtar Communications Corp. ("Epixtar" or "Applicant") hereby submits this application for certificate of authority to provide interexchange intrastate telecommunications service within the State of South Dakota on a resale basis. In support of its application, Applicant provides the following information:

§20:10:24:02. Certificate of authority for interexchange service.

1. The Applicant is a corporation whose legal name, principal address and telephone number, facsimile number, website and E-Mail address are as follows:

Epixtar Communications Corp.
11900 Biscayne Blvd.
Suite 262
Miami, Florida 33181
Phone: (305) 503-8600
Fax: (305) 503-8610
Website: www.epixtar.com
Customer Service E-Mail: hschwarz@epixtar.com

2. The Applicant will provide interexchange services under its legal name Epixtar Communications Corp.

3. (a) The Applicant is a Florida corporation established on June 25, 2002. The Certificate of Authority from the South Dakota Secretary of State is attached as Exhibits A.

(b) The Company will not have any offices in South Dakota. The Company's registered agent in South Dakota is:

National Registered Agents, Inc.
300 South Phillips Ave., Suite 300
Sioux Falls, SD 57104

(c) The name and address of each individual owning a 20% or greater ownership interest in Horizon Telecom, Inc. is as follows:

Epixtar Corp. (f/k/a Global Asset Holdings, Inc.) 100%
11900 Biscayne Blvd.
Suite 262
Miami, FL 33181

4. The Applicant is not a partnership.

5. The Applicant intends to provide resold interexchange long distance services to residential and business customers.

6. The Company will provide its interexchange services on a resale basis utilizing the underlying facilities of Qwest, Global Crossing and/or WorldCom.

7. The Applicant will offer interexchange services on a statewide basis in South Dakota.
8. Current Financial statements for the Applicant's parent company, including balance sheet and income statements, are attached as Exhibit B. As a start-up entity, the Applicant will rely on its parent company for financial support necessary to initiate operations.

As a privately held company, the Applicant does not have annual reports or reports to stockholders. The annual report of the parent company is attached as Exhibit B. A copy of the Applicant's tariff containing the terms and conditions of service is attached as Exhibit C.

9. The name, address, telephone number, fax number, e-mail address, and toll free number of the Applicant's representative to whom all inquiries must be made regarding complaints and regulatory matters:

William D. Rhodes, Jr., President
Epixtar Communications Corp.
11900 Biscayne Blvd.
Suite 262
Miami, FL 33181
Ph. (305) 503-8600
Fx. (305) 503-8610

The Applicant's customer billing procedure is handled by the LEC. However, the Applicant intends to establish an in-house billing system in the near future.

The Applicant's customer service matters are handled in-house by its Customer Service representatives. Each customer service representative is trained and authorized to resolve customer service issues.

10. The Applicant is authorized to provide interexchange service in Arkansas, Colorado, Idaho, Iowa, Kentucky, Maryland, Massachusetts, Michigan, Montana, New Jersey, North Carolina, North Dakota, Oregon, Texas, Utah, Virginia, Washington and Wisconsin, and is in the process of initiating operations in these states. The Applicant is also in the process of obtaining certification on a nationwide basis. The Applicant has not been denied authority to operate in any state. The company is in good standing with the regulatory agencies of all states where it is registered.
11. The Applicant will market its services to residential and business customers by using print advertising. The Applicant does not engage in multilevel marketing. The Applicant has no sample brochures used to assist in the sale of services.
12. The Applicant's emerging competitive long distance services will be offered at rates which are above the Applicant's costs to the underlying carrier. No more specific cost support is available for the Company's tariffed rates.
13. The Applicant's federal tax identification number is 03-0465847.
14. No complaints have been made against the Applicant with any state or federal commission regarding the unauthorized switching of a customer's telecommunications provider or for charging of customers for services that have not been ordered.

15. The Applicant requests that it be granted a waiver of Section 20:10:24:04.05. requiring performance bonds for consumer protection. The Applicant will not collect any advance payments or deposits from customers, and no such payments are provided for in the tariff. Should the Applicant offer any prepaid type services in the future, it agrees to submit a performance bond to the Commission for this purpose.

16. Other information:

The Applicant's representative to whom all correspondence regarding this application should be addressed is:

Monica Borne Haab, Attorney
Nowalsky, Bronston & Gothard
3500 N. Causeway Blvd., Suite 1442
Metairie, Louisiana 70002
Phone: (504) 832-1984
Fax: (504) 831-0892
E-Mail: mhaab@nbglaw.com

Additional information will be provided to Staff, upon request.

WHEREFORE, Epixtar Communications Corp. respectfully requests that the Commission Grant Applicant a Certificate of Public Convenience and Necessity, giving Applicant authority to provide resold interexchange public telecommunications service, effective upon approval of this Application.

Respectfully submitted this 2nd day of April, 2003.

By: 
Monica Borne Haab, Attorney
Nowalsky, Bronston & Gothard
3500 N. Causeway Blvd., Suite 1442
Metairie, Louisiana 70002
Phone: (504) 832-1984
E-Mail: mhaab@nbglaw.com

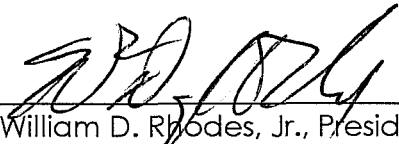
Verification of Application

I, William D. Rhodes, Jr., President of Epixtar Communications Corp. Applicant in the foregoing application, do hereby attest that I have reviewed the information contained in the application and Exhibits and all information is true and correct to the best of my knowledge and belief.

Dated this 2nd day of April 2003.

Epixtar Communications Corp.

By:



William D. Rhodes, Jr., President
Epixtar Communications Corp.
11900 Biscayne Blvd., Suite 262
Miami, FL 33181

Sworn to and subscribed before
me this 2nd day of April,
2003



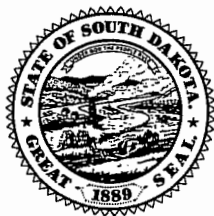
Notary Public

MONICA BORNE HAAB
Notary Public, State of Louisiana
My Commission is for Life.

EXHIBIT A

CERTIFICATE OF AUTHORITY

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

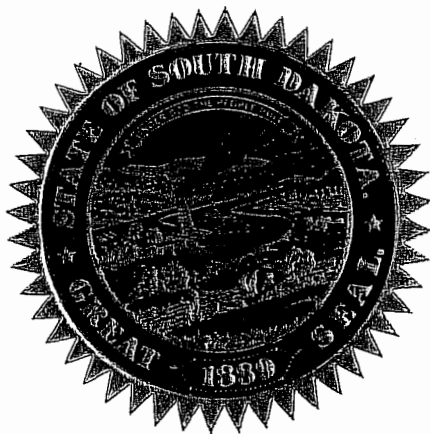
Certificate of Authority

ORGANIZATIONAL ID #: FB027143

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **EPIXTAR COMMUNICATIONS CORP. (FL)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this March 27, 2003.



Chris Nelson

Chris Nelson
Secretary of State



Secretary of State
 State Capitol
 500 E. Capitol Ave.
 Pierre, SD 57501
 Phone 605-773-4845
 Fax 605-773-4550

Filed this 27th day of March 2003

Chris Nelson
 SECRETARY OF STATE

FILE NO. _____

RECEIPT NO. _____

RECEIVED
 MAR 14 '03
 S.D. SEC. OF STATE
 RECEIVED
 MAR 27 '03
 S.D. SEC. OF STATE

Application for Certificate of Authority

Pursuant to the provisions of SDCL 47-8-7, the undersigned corporation hereby applies for a Certificate of Authority to transact business in the State of South Dakota and for that purpose submits the following statement:

(1) The name of the corporation is Epixtar Communications Corp.
 (exact corporate name)

(2) If the name of the corporation does not contain the word "corporation", "company", "incorporated" or "limited" or does not contain an abbreviation of one of such words, then the name of the corporation with the word or abbreviation which it elects to add thereto for use in this state is _____

(3) State where incorporated Florida Federal Taxpayer ID# 03-0465847

(4) The date of its incorporation is June 25, 2002 and the period of its duration, which may be perpetual, is perpetual

(5) The address of its principal office in the state or country under the laws of which it is incorporated is
11900 Biscayne Blvd., Suite 262, Miami, Florida Zip Code 33181

mailing address if different from above is: _____
 Zip Code _____

(6) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is
300 South Phillips Avenue, Suite 300, Sioux Falls Zip Code 57104-6322

and the name of its proposed registered agent in the State of South Dakota at that address is National Registered Agents, Inc.

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: (state specific purpose)
the sale of telecommunications services and/or products

(8) The names and respective addresses of its directors and officers are:

Name	Officer Title	Street Address	City	State	Zip
<u>William D. Rhodes, Jr.</u>	<u>President/Director</u>	<u>11900 Biscayne Blvd. #262, Miami, Florida</u>	<u>33181</u>		
<u>Jason Myatt</u>	<u>Secretary</u>	<u>11900 Biscayne Blvd. #262, Miami, Florida</u>	<u>33181</u>		
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(9) The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, within a class is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
<u>1000</u>	<u>common</u>	_____	<u>no par value</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(10) The aggregate number of its issued shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
1000	common		no par value

(11) The amount of its stated capital is \$ 1000
Shares issued times par value equals stated capital. In the case of no par value stock, stated capital is the consideration received for the issued shares.

(12) This application is accompanied by a CERTIFICATE OF FACT or a CERTIFICATE OF GOOD STANDING duly acknowledged by the Secretary of State or other officer having custody of corporate records in the state or country under whose laws it is incorporated.

(13) That such corporation shall not directly or indirectly combine or make any contract with any incorporated company, foreign or domestic, through their stockholders or the trustees or assigns of such stockholders, or with any copartnership or association of persons, or in any manner whatever to fix the prices, limit the production or regulate the transportation of any product or commodity so as to prevent competition in such prices, production or transportation or to establish excessive prices therefor.

(14) That such corporation, as a consideration of its being permitted to begin or continue doing business within the State of South Dakota, will comply with all the laws of the said State with regard to foreign corporations.

The application must be signed, in the presence of a notary public, by the chairman of the board of directors, or by the president or by another officer.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY THAT THIS APPLICATION IS IN ALL THINGS, TRUE AND CORRECT.

Dated 3/11/03

[Signature]
(Signature)
William D. Rhodes, Jr., President
(Title)

STATE OF Louisiana
COUNTY OF Orleans

I, Ellen Ann Sands, a notary public, do hereby certify that on this 11th day of March 20 03, personally appeared before me William D. Rhodes, Jr. who, being by me first duly sworn, declared that he/she is the President of Epixtar Communications Corp., that he/she signed the foregoing document as officer of the corporation, and the statements therein contained are true.

at death
My Commission Expires

[Signature]
(Notary Public)

Notarial Seal

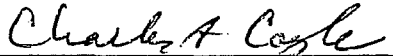
The Consent of Appointment below must be signed by the registered agent listed in number six.

Consent of Appointment by the Registered Agent	
I, <u>National Registered Agents, Inc.</u> , hereby give my consent to serve as the registered agent for _____ (corporate name)	National Registered Agents, Inc.
Dated _____ 20 ____	By: _____ see attached

Consent of Appointment by the Registered Agent

I, National Registered Agents, Inc., hereby give my consent to serve as the registered agent for _____, National Registered Agents, Inc.
(name of registered agent) (corporate name)

Dated _____ 19 _____


Charles A. Coyle (signature of registered agent) Asst Secy

The proper filing fee must accompany the application. Make checks payable to the Secretary of State.

FEE SCHEDULE

Authorized capital stock of	25,000	or less	\$ 90
Over \$25,000 and not exceeding	100,000		110
Over \$100,000 and not exceeding	500,000		130
Over \$500,000 and not exceeding	1,000,000		150
Over \$1,000,000 and not exceeding	1,500,000		200
Over \$1,500,000 and not exceeding	2,000,000		250
Over \$2,000,000 and not exceeding	2,500,000		300
Over \$2,500,000 and not exceeding	3,000,000		350
Over \$3,000,000 and not exceeding	3,500,000		400
Over \$3,500,000 and not exceeding	4,000,000		450
Over \$4,000,000 and not exceeding	4,500,000		500
Over \$4,500,000 and not exceeding	5,000,000		550

For each additional \$500,000, \$40 in addition to \$550.

For purposes only of computing fees under this section, the dollar value of each authorized share having a par value shall be equal to par value and the value of each authorized share having no par value shall be equal to one hundred dollars per share. The maximum amount charged under this subdivision may not exceed sixteen thousand dollars.

FILING INSTRUCTIONS:

The application must be signed, in the presence of a notary public, by the chairman of the board of directors, or its president, or any other officer. **One original and one photocopy of the application must be submitted.**

The application must be accompanied by an original, currently dated, **CERTIFICATE OF FACT** or a **CERTIFICATE OF GOOD STANDING** from the Secretary of State in the state where incorporated. A photocopy of a certificate is not acceptable. It should be dated within ninety (90) days of submitting it to our office.

South Dakota law requires every corporation to continuously maintain a resident of this state as the registered agent (number six on the application). The registered agent's address is considered the registered office address of the corporation in South Dakota. A complete street address must be listed for service of process.

The Consent of Registered Agent portion must be signed by the South Dakota registered agent.

Mail the application, certificate, and filing fee to the Secretary of State, Corporate Division, 500 E. Capitol Avenue, Pierre, SD 57501-5070. The duplicate and a Certificate of Authority will be returned for your records.

EXHIBIT B

FINANCIAL STATEMENTS

United States
Securities and Exchange Commission
Washington, DC 20549

Form 10 - QSB

Quarterly Report Pursuant to Section 13 or 15 (d) of the Securities
Exchange Act of 1934 for the Quarterly period ended September 30, 2002.

 Transition Report Pursuant to Section 13 or 15 (d) of the Securities
Exchange Act of 1934 for the transition period from ____ to ____

Commission File Number 011-15499

Global Asset Holdings Inc.

(Exact name of small business issuer as specified in its Charter)

Delaware 65-0722193

(State or other jurisdiction of (IRS Employer Identification No.)
Incorporation or organization)

11900 Biscayne Blvd. Suite 262 Miami, FL 33181
(Address of principal executive office)

305-503-8600
(Telephone)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

As of November 14, 2002 Registrant had outstanding 10,503,000 shares of Common Stock, \$.001 par value.

GLOBAL ASSET HOLDINGS, INC. Table of Contents

PART I: FINANCIAL INFORMATION
ITEM 1. Financial Statements

ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

ITEM 3. Controls and Procedures

PART II: OTHER INFORMATION

SIGNATURES

Global Asset Holdings, Inc.

Consolidated Balance Sheets
September 30, 2002 and December 31, 2001

Unaudited

Assets	September 30, 2002	December 31, 2001
Current Assets:		
Cash and cash equivalents	165,255	73,383
Accounts Receivable (net of reserves)	2,324,083	731,511
Prepaid Expenses	2,127,826	361,474
Deferred Billing Costs	301,634	59,206
Total Current Assets	4,918,798	1,226,074
Property and Equipment, net of accumulated depreciation of \$72,878 and \$6,817 respectively	400,702	201,466
Other Assets		
Goodwill (net of amortization)	16,801,359	16,801,359
Security Deposits	25,158	33,996
Total Other Assets	16,826,517	16,835,355
Total Assets	22,146,017	18,262,895
Liabilities and Stockholders' Equity		
Current Liabilities		
Notes Payable	2,900,678	2,649,000
Accounts Payable	3,744,679	1,176,943
Accounts Payable subject to compromise	385,401	--
Accrued Expenses and Taxes	968,125	127,325
Deferred Revenue	2,898,490	355,001
Capitalized Lease Obligations - Current portion	95,506	29,861
Total Current Liabilities	10,992,879	4,338,130
Long Term Liabilities		

10,503,000 shares issued in 2002 and 2001, respectively	10,503	10,503
Additional paid in capital in excess of par value	30,757,997	30,757,997
Accumulated Deficit	(19,722,067)	(16,896,461)
Total Stockholders' Equity	11,046,433	13,872,039
Total Liabilities and Stockholders' Equity	22,146,017	18,262,895

SEE ACCOMPANYING NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Part 1 - Financial Information

Item 1 - Financial Statement

F-1

Global Asset Holdings, Inc.
Consolidated Statements of Operations
Unaudited

	For the three months Ended September 30th		For the Nine months Ended September 30th	
	2002	2001	2002	2001
Revenue	7,749,645	307,830	12,561,516	1,276,464
Cost of Sales	5,259,308	342,421	9,290,669	1,022,944
Gross Profit	2,490,337	(34,591)	3,270,847	3,253
Expenses:				
Selling, general and administrative	2,458,341	411,149	5,691,089	1,405,873
Earnings (Loss) before depreciation, amortization and interest expense	31,996	(445,740)	(2,420,242)	(1,152,353)
Interest Expense	146,542	26,768	295,985	41,302
Depreciation Expense	28,86	7,594	66,061	19,113
Amortization of purchased intangibles	0	1,256,322	0	3,118,886
Total depreciation, amortization and interest expense	174,610	1,290,684	362,046	3,179,301
Loss from Continuing Operations	(142,614)	(1,736,424)	(2,782,288)	(4,331,654)
Loss from Discontinued Operations	(877)	0	(43,318)	0
Net (Loss)	(143,491)	(1,736,424)	(2,825,606)	(4,331,654)
Net loss per share (Basic and Diluted) Based upon 10,503,000 and 6,978,022 weighted average shares outstanding for September 30, 2002 and 2001, respectively	(0.014)	(0.217)	(0.269)	90)5

	2002	2001
Cash Flow from operating activities:		
Net (Loss)	(2,825,606)	(4,331,654)
Adjustments to reconcile Net Loss to Cash		
(Used in) Operating Activities:		
Depreciation and Amortization	66,061	3,137,999
Changes in Assets and Liabilities		
(Increase) in accounts receivable	(1,627,771)	(417,511)
(Increase) in Prepaid Expenses	(1,766,351)	(183,982)
(Increase) in Deferred Costs	(242,428)	--
Increase in accounts payable and accrued expenses	3,819,343	363,532
Increase in Deferred Income	2,545,314	109,164
Net cash used in operating activities	(31,438)	(1,322,452)
Cash Flow from Investing Activities:		
Investment in Subsidiaries	(8,000)	(1,000)
Acquisition of fixed assets	(268,401)	(107,506)
Increase in Security Deposits	(16,217)	(5,921)
Net cash (used in) investing activities	(292,618)	(114,427)
Cash Flow from Financing Activities:		
Increase in loans and Notes payable	404,466	1,419,000
Payments on Loans and Notes Payable	(28,172)	--
Stock issuance on subsidiaries	10,972	2,000
Net cash provided by financing activities	387,266	1,421,000
Increase (Decrease) in cash	63,210	(15,899)
Cash, beginning of period	102,045	61,943
Cash, End of period	165,255	46,064
Supplemental Disclosures		
Income tax	--	--
Interest paid	10,011	--

SEE ACCOMPANYING NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Part 1 - Financial Information

Item 1 - Financial Statement

F-3

GLOBAL ASSET HOLDINGS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
September 30, 2002

Note 1 - Basis of Presentation:

The financial information included herein is unaudited; however, such information reflects all adjustments (consisting solely of normal recurring adjustments), which are, in the opinion of management, necessary for a fair statement of results for the interim periods.

The results of operations for the nine month period ended September 30, 2002 are not necessarily indicative of the results to be expected for the full year.

National Online Services, Inc., issued Notes, payable to certain vendors providing telemarketing services. The amount of the two notes totaled \$404,466 which are bearing interest at 10% per annum and are due during the month of July, 2003.

Item 2 - Management's Discussion and Analysis or Plan of Operation:

Introduction

The following discussion and analysis should be read in conjunction with the financial statements and related notes contained elsewhere in this statement.

The Company was organized for the purpose of acquiring other entities or businesses. Prior to November, 2000, it had attempted to acquire several businesses; however, none of those acquisitions were completed. The Company experienced a significant change in operations due to the acquisition of SavonCalling.Com ("Savon") in November, 2000 but has since abandoned this company.

The acquisition of National Online Services Inc. ("National Online") was completed on March 31, 2001, and on June 1, 2001 a new company, One World Public Communications Corp. ("One World") was incorporated. Its purpose is to provide international and domestic long distance services to Payphone companies. Currently, One World is not one of the Company's significant operations. Liberty Online Service Inc., incorporated on December 12, 2001, provides subscription based small business internet solutions similar to National Online's business.

Revenue for the first nine months of 2001 was derived primarily from the operations of Savon with National Online operations having minimal start up revenues. The revenue for the first nine months of 2002 was primarily derived from National Online and Liberty Online services Inc. Therefore, a quarterly comparison of financial information for the same period in 2002 and 2001 may not be useful to an understanding of the Company's current financial condition.

The Company anticipates introducing new services in the fourth Quarters of 2002 and the first quarter of 2003 which involves significant startup costs. The precise effect on the Company's consolidated operations and financial position cannot be predicted at this time.

Comparison of the 3rd Quarter and year to date 2002 to the 3rd Quarter and year to date 2001

Third Quarter Comparison between 2002 and 2001

Item	3rd Quarter 2002	3rd Quarter 2001	Change Amount
----	-----	-----	-----
Revenues	\$7,749,645	\$ 307,830	\$ 7,441,815
Cost of sales	\$5,259,308	\$ 342,421	\$ 4,916,887
Selling, General and Administrative Expenses	\$2,458,341	\$ 411,149	\$ 2,047,192
Depreciation, Amortization and Interest Expense	\$ 174,610	\$ 1,256,322	\$(1,081,712)
Net Income (Loss)	\$ (143,491)	\$ (1,736,424)	\$ 1,592,933

Year to Date Comparison between 2002 and 2001

The revenue derived from the Company's operating subsidiaries for the third quarter of 2002 was \$7,749,645 as compared to the revenue derived for the third quarter of 2001 in the amount of \$307,830. This resulted in an increase of \$ 7,441,815. The revenue for the nine months in 2002 was \$12,561,516 as compared to \$1,276,464 in 2001 reflecting an increase of \$11,285,052. The prior year's revenue included income from Savon which has terminated operations, and the revenue of National Online for only a portion of the year. This year's results includes nine months of National Online operations and Liberty Online operations for the third quarter only.

The cost of sales for the third quarter 2002 was \$ 5,259,308 as compared to the third quarter 2001 of \$ 342,421, an increase of \$ 4,916,887. The cost of sales for the nine months in 2002 was \$9,290,669 as compared to \$1,022,944 in 2001 reflecting an increase of \$8,267,725. A substantial portion of the increase resulted from a full period of National Online's operations.

Our gross profit increased in the third quarter 2002 from 2001 in the amount of \$2,524,928. The gross profit for the nine month period of 2002 shows an increase of \$3,017,327 over the same period in 2001. The gross profit percentage for the three month period in 2002 was 32.13% as compared to a negative 11.24% in 2001. The nine month period in 2002 was 26.04% versus 19.86% for the same period in 2001.

The selling, general and administrative expense increased to \$ 2,458,341 for the third quarter 2002 from \$ 411,149 for the third quarter 2001. The nine month period showed an increase of \$4,285,216 from 2001 of \$1,405,873 to \$5,691,089 in 2002. The increase was due to the considerably greater expense of staffing and overhead of National Online and Liberty Online operations. This compares to those type of expenses incurred for Savon, which was limited to the first quarter of 2001 and that of National Online which did not operate fully during the first nine months.

Interest expense increased \$ 119,774 in the third quarter of 2002 over the same period in 2001 and an increase of \$254,683 for the same nine month period as a result of increased borrowings in late 2001.

Depreciation increased in the amount of \$20,474 for the third quarter 2002 over 2001, and increased \$46,948 for the same nine month period due to additional acquisitions of furniture and equipment.

There was no amortization of goodwill expense taken in the third quarter or for the nine month period in 2002 as compared to the expense of \$1,256,322 and \$3,118,886 taken in the comparable period of 2001. New accounting reporting rules (SFAS 142) have now generally eliminated current expensing of goodwill amortization.

The \$877 and \$43,318 losses for the third quarter and nine month period from discontinued operations resulted from legal fees incurred by Savon. Our third quarter 2002 loss of \$143,491 decreased by \$1,592,933 from the same period in 2001 while the nine month loss decreased by \$1,506,048 in 2002 to \$2,825,606.

The Company cannot predict the effect that startup costs of the projected new businesses will have on revenue and income in subsequent periods.

Liquidity

The Company had a working capital deficit of approximately \$6 million as of September 30, 2002. The deficit, in part, results from the operations of National Online and Liberty Online. Collections from the customers are made through local telephone companies who receive our billing through third party billing companies. There was a lag of as much as ninety (90) days between the time services to our customers are initiated and when the Company receives the related revenue. One reason for the length of this time period is the related one month that free service is provided to the customer. While a lag exists in receipt of funds and the date services commence, there was no corresponding lag in the company's payables, including telemarketing fees, communications costs and other

there is no assurance it will be able to do so. If the Company is not able to meet these obligations through cash flow from operations, it will be required to seek additional financing. There is no assurance the Company will be able to obtain such financing. Without such financing, the Company may not be able to meet its obligations in the future.

As of October 31, 2001 the Company entered into a Security Agreement and issued a grid promissory note to Brookfield to cover the prior advances made to Brookfield and any future advances. Pursuant to the agreement, Brookfield may loan the Company amounts in the future but it is not obligated to, nor has it done so. The note is repayable by the Company on demand and the principal amount (exclusive of prior interest) accrues interest at a rate of 7% per year the Security Agreements grants Brookfield a security interest in the accounts receivable of the Company and its subsidiaries.

Part II: Other Information

1. **Legal Proceeding** On August 27, 2002 the Company's majority owned subsidiary, SavonCalling.com, LLC, filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code. The petition is pending in the United States Bankruptcy Court for the Southern District of Florida and the proceedings is in its early stages with SavonCalling.com, LLC as a debtor in possession. SavonCalling.com, LLC had ceased revenue producing operations in 2001 and does not have any material assets. The petition was filed because this subsidiary was a defendant in action seeking substantial damages and required the payment of material legal fees. Furthermore, our counterclaim against the plaintiff was stayed because of the plaintiff's bankruptcy, against our petition. As a result of the petition of SavonCalling.com, LLC the foregoing action has been stayed.

Disclosure Regarding Forward Looking Statements Certain statements contained herein may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward looking statements are subject to various known and unknown risks and uncertainties and the Company cautions you that any forward-looking information provided by or on behalf of the Company is not a guarantee of future performance. Our actual results could differ from those anticipated by such forward-looking statements due to a number of factors, some of which are beyond the Company's control, including (i) the volatile and competitive nature of the telecommunications industry, (ii) change in domestic and foreign economic and market conditions, (iii) the effect of federal, state and foreign regulation on the Company's business in general and in the telecommunications and internet industries, (iv) Changes in technology, (v) reduced telecommunication rates, (vi) delays of third parties in commencing service and (vii) the impact of new services of the Company's business and financial condition. The Company does not undertake any obligation to publicly update any forward-looking statement to reflect events or circumstances after the date on which any statement is made or to reflect the occurrence of unanticipated events.

Item 3. Controls and Procedures

Included on the signature page of this report is the Certification that is required under Section 302 of the Sarbanes-Oxley Act of 2002. This section of the report contains information concerning the controls evaluation referred to in Section 302 Certifications and the information contained herein should be read in conjunction with the Certification.

Internal controls are designed with the objective of ensuring that assets are safeguarded, transactions are authorized, and financial reports are prepared on a timely basis in accordance with generally accepted accounting principals in the United States. The disclosure procedures are designed to comply with the regulations established by the Securities and Exchange Commission.

Internal controls, no matter how designed, have limitations. It is the Company's intent that the internal controls be conceived to provide adequate, but not absolute, assurance that the objectives of the controls are met on a consistent basis. Management plans to continue its review of internal controls and disclosure procedures on an ongoing basis.

The Company's chief executive officer, after supervising and participating in an evaluation of the effectiveness of the Company's internal and disclosure controls and procedures during the third quarter ended September 30, 2002 (the "Evaluation Date"), has concluded that as of the Evaluation Date, the Company's internal and disclosure controls and procedures were effective.

By:
Irving Greenman
Chief Executive Officer

CERTIFICATIONS*

I, Irving Greenman, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Global Asset Holdings, Inc.;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:
 - a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and
 - c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
 - a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and
6. The registrant's other certifying officers and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: November 14, 2002

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:

a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and

c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: November 14, 2002

Franklin Cortes
Chief Financial Officer

End of Filing

EXHIBIT C

TARIFF

TELECOMMUNICATIONS SERVICES TARIFF

TITLE SHEET

EPIXTAR COMMUNICATIONS CORP.

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by **Epixtar Communications Corp.** with principal offices at 11900 Biscayne Blvd., Suite 262, Miami, Florida 33181. This tariff is on file with the South Dakota Public Utilities Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED:

EFFECTIVE:

ISSUED BY: William D. Rhodes, Jr., President
Epixtar Communications Corp.
11900 Biscayne Blvd., Suite 262
Miami, Florida 33181

TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective pages. 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	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
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15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

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TELECOMMUNICATIONS SERVICES TARIFF

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TELECOMMUNICATIONS SERVICES TARIFF

SYMBOLS

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

- D - Deleted or Discontinued Material
- I - Change Resulting in a Rate Increase
- N - New Regulation, Term, Condition or Rate
- R - Change Resulting in a Rate Reduction
- T - Change In Text or Regulation, but no Change in Rates

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TELECOMMUNICATIONS SERVICES TARIFF

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 Sheet 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions:

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

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

Carrier - Epixtar Communications Corp., unless stated otherwise.

Class of Service - Various categories of telephone service generally available to customers, such as business or residential.

Commission - South Dakota Public Utilities Commission.

Company - Epixtar Communications Corp.

Completed Calls - Completed calls are calls answered on the distance end.

Customer or Subscriber - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Delinquent Account - An account for which a bill or payment agreement for regulated services or equipment has not been paid in full on or before the last day for timely payment.

Direct Distance Dialing (DDD) - Customer dialing over the nationwide intertoll telephone network of calls to which toll charges are applicable. No operator assistance is required for DDD calls.

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TELECOMMUNICATIONS SERVICES TARIFF

1.1 Definitions (continued)

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge or additional collection efforts.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Measured Use Service - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message - A completed telephone call by a customer or user.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Rates - Recurring amounts billed to customers for regulated services and/or equipment.

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

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

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1.2 Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

The Company undertakes to provide only those services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within the State. The Company's services are provided on a statewide basis and are not intended to be limited geographically.

Communications originate when the customer accesses network directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. The company may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges stated in this tariff.

The Company's services are provided on a monthly basis unless otherwise stated in this tariff, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

2.2.1 Service is offered subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to provide services only to and from locations where the necessary facilities or equipment are available.

2.2.4 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. In the event an assignment or transfer is allowed, all regulations and conditions contained in this tariff shall apply to the assignee or transferee.

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TELECOMMUNICATIONS SERVICES TARIFF

2.3 Use of Service

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days) unless otherwise noted in the service description.

2.4 Liability of Carrier

The provisions of this section are not intended to restrict or limit a customer's rights under SDCL 49-13-1 and 49-13-1.1. If any provisions of this section conflict with SDCL 49-13-1 or 49-13-1.1, then the applicable South Dakota law shall prevail.

2.4.1 Carrier, at its own expense, will indemnify the customer and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the immediately preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Carrier.

2.4.2 Carrier shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and

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TELECOMMUNICATIONS SERVICES TARIFF

2.4 Liability of Carrier

2.4.2 (continued)

- B. Claims for patent infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carriers facilities; and
- C. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.5 Interruption of Service

- 2.5.1. Carrier shall make all reasonable efforts to prevent interruptions of service. When interruptions are reported or found by Carrier to occur, Carrier shall reestablish service as quickly as possible.
- 2.5.2. When a customer's service access line is reported to be out of order and remains out of order in excess of two (2) consecutive hours, the company shall, upon request, make appropriate adjustments to the subscriber's account. This rule does not apply if the outage occurs as a result of:
 - (1) A negligent or willful act on the part of the subscriber;
 - (2) A malfunction of subscriber-owned telephone equipment;
 - (3) Disasters or acts of God; or
 - (4) The inability of the company to gain access to the subscriber's premises after Carrier has requested that customer provide access to the premises.
 - (5) Carrier's provision of routine maintenance, testing or adjustments.
- 2.5.3. The customer shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Credit for an interruption shall commence with the hour of the report or discovery of the interruption and will cease upon restoration of service. Any adjustments not in dispute shall be rendered within two billing periods after the billing period during which the interruption occurred.
- 2.5.4. Customers shall notify Carrier of interruptions in service. Before giving notice of interruption, the customer should ascertain whether the trouble is being caused by any action or omission by or within his control or in any wiring or equipment connected to the Carrier's terminal.

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TELECOMMUNICATIONS SERVICES TARIFF

2.6 Responsibility of the Customer

2.6.1 All customers assume general responsibilities in connection with the provisions and use of services stated in this tariff. All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).

2.6.2 Maintenance, Testing, and Adjustment

If a customer's service must be interrupted due to maintenance, Carrier shall notify the affected customer, in advance, if possible and will perform the work in such a manner as to minimize inconvenience.

Equipment provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition.

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2.6.3 Deposits and Advance Payments

The Company will not require a deposit or advance payment for service.

2.6.4 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, before a completion of the minimum period mutually agreed upon by the customer and Carrier, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but not such services provided, the non-recoverable cost of such construction shall be borne by the customer.

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2.6.5 Payment of Charges

- A. Service is provided and billed on a monthly (30 day) basis. Charges based on actual usage during a month will be billed monthly in arrears.
- B. Bills are payable upon receipt of invoice. Customers will be charged a late payment penalty in the amount of one and one-half percent (1.5%) per month on delinquent amounts and will be responsible for any charges associated with disconnection and reconnection of service. A bill will be considered delinquent after thirty (30) days from rendition of the invoice.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff. If notice of a dispute as to charges is not received in writing within 180 days after a bill has been rendered, the billing will be considered correct and binding.
- D. Customer is responsible for payment of all state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which shall be listed as separate line items and which are not included in Carrier's quoted rates.
- E. Customers will be charged a fee on all checks issued to Carrier which are returned due to non-sufficient funds.

2.6.6 Application of Charges

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

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TELECOMMUNICATIONS SERVICES TARIFF

2.6.7 Customer Complaint Procedure

Carrier will resolve any disputes brought to its attention as promptly and effectively as possible.

Customer inquiries, complaints or notices may be made in writing to the Company at the address stated in this tariff or via the Customer Services toll free number: 1-800-511-2012.

Any unresolved disputes may be directed to the attention of the South Dakota Public Utilities Commission at:

500 East Capitol Avenue
Pierre, South Dakota 57501-5070
(605) 773-3201 or
1-800-332-1782
1-800-877-113 (TTY through Relay South Dakota)

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill. Service shall not be disconnected for nonpayment of the disputed portion of the bill.

2.7.1 Cessation of Service

Service shall cease at the end of the customer's service period, or when the customer transfers service to another long distance carrier, whichever occurs first. No credit shall be given for prepaid services discontinued prior to the end of the service term for which payment was made.

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TELECOMMUNICATIONS SERVICES TARIFF

2.7.2 Disconnection of Service by Carrier

- A. Five (5) days prior notice of pending disconnection shall be rendered to customers setting forth the reason(s) for the notice and the final date by which the account is to be settled or specific action taken. Such notice shall be forwarded to the customer via U.S. mail and will be considered rendered when delivered to the last known address of the responsible party.
- B. Transmission service will be refused or disconnected, after notice as set forth below, for any of the following reasons:
1. Without notice in the event of a condition on the customer's premises determined by the Carrier to be hazardous.
 2. Without notice in the event of customer's use in a manner which may adversely affect the Carrier's equipment or service to others.
 3. Without notice in the event of tampering with equipment furnished and owned by the Carrier.
 4. Without notice in the event of unauthorized use.
 5. After five (5) days written notice, for violation of or noncompliance with the Carrier's rules on file with the Commission, the requirements of municipal ordinances or law pertaining to the services.
 6. After five (5) days written notice for failure of the customer to permit Carrier reasonable access to its equipment.
 7. Upon five (5) days prior written notice for nonpayment of any regulated sum due to Carrier.

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TELECOMMUNICATIONS SERVICES TARIFF

2.7.2 Disconnection of Service by Carrier (contd.)

8. After five (5) days written notice, for failure of the customer or prospective customer to furnish any service equipment, permits, certificates or rights of way specified by Carrier to be furnished as a condition for obtaining service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon the customer as conditions of obtaining service.

2.7.3 Fractional Credits for Monthly Billed Services

Credits for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service was discontinued. The number of days remaining in the billing period is divided by thirty and the resultant fraction is then multiplied by the monthly charge to arrive at the credit amount.

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 Timing of Calls

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party "hangs up."

3.2 Service Period

For billing purposes, the start of service is the first day on which service is available for use by the customer. The end of service date is the last day or any portion of the last day for which service was provided by Carrier.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of this tariff. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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3.4 Terminal Equipment

3.4.1 Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer. The customer is responsible for all costs at his premises, including customer personnel, wiring, electrical power, and the like incurred in his use of Carrier's service.

3.4.2 When terminal equipment is used, the equipment shall not interfere with service furnished to other customers. Additional protective equipment, if needed, shall be employed at the customer's expense.

3.5 Calculation of Distance

Usage charges for any mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates generally used within the industry.

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

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of Feature Group D (1+) calls attempted.

3.7 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance marketing of services. These promotional offerings will be subject to Commission approval prior to implementation.

ISSUED:**EFFECTIVE:**

ISSUED BY: William D. Rhodes, Jr., President
Epixtar Communications Corp.
11900 Biscayne Blvd., Suite 262
Miami, Florida 33181

TELECOMMUNICATIONS SERVICES TARIFF

3.8 Services Offerings

The company will provide the following services:

3.8.1 Message Toll Service (MTS)

"1+" Dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network.

3.8.2 Inbound Service (800/888)

Inbound Service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective inbound service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received an 800/888 number does not subscribe to the Company's inbound service within 90 days, the Company reserves the right to make the assigned number available for use by another customer.

ISSUED:

EFFECTIVE:

ISSUED BY: William D. Rhodes, Jr., President
Epixtar Communications Corp.
11900 Biscayne Blvd., Suite 262
Miami, Florida 33181

TELECOMMUNICATIONS SERVICES TARIFF

3.8.3 Travel Card Service

Allows subscribers to place calls by gaining access to the network via a toll free number and personal identification number (PIN) issued by the Company.

3.8.4 Directory Assistance

Directory Assistance will be provided by the Carrier at the per call charge as set forth in Section 4 of this tariff.

3.8.5 Operator Services

The Company does not provide operator services. Operator assisted calls are defaulted to and billed directly by the underlying carrier.

ISSUED:

EFFECTIVE:

ISSUED BY: William D. Rhodes, Jr., President
Epixtar Communications Corp.
11900 Biscayne Blvd., Suite 262
Miami, Florida 33181

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES AND CHARGES

4.1. Usage Charges and Billing Increments

4.1.1 Usage Charges

Usage charges are generally flat rated. However, if any usage charges are determined by the time of day rate periods and minutes of use within each rate period, the rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in accordance with the billing increments set forth in the individual product rate sections of this tariff. All partial usage will be rounded up to the next highest applicable billing increment.

4.1.3 Rounding

All calls are rounded to the next highest billing interval. Any partial cents per call will be rounded up to the next highest whole cent.

ISSUED:

EFFECTIVE:

ISSUED BY: William D. Rhodes, Jr., President
Epixtar Communications Corp.
11900 Biscayne Blvd., Suite 262
Miami, Florida 33181

TELECOMMUNICATIONS SERVICES TARIFF

4.2 One Nation Long Distance

Per Minute Rate: \$0.090 per minute.
Billed in whole minute increments.

4.3 One Nation Toll Free 8XX

Per Minute Rate: \$0.100 per minute.
Billed in whole minute increments.

First 100 minutes each month free when ordered as part of the One Nation calling plan¹.

4.4 One Nation Calling Card

Per Minute Rate: \$0.250 per minute.
Billed in whole minute increments.

First 40 minutes each month free when ordered as part of the One Nation calling plan¹.

4.5 Directory Assistance

Directory assistance will be provided at a charge of \$0.89 per call.

¹ The One Nation calling plan offers 500 interstate minutes per month for the monthly fee of \$29.95. Ask a sales representative for details.

ISSUED:

EFFECTIVE:

ISSUED BY: William D. Rhodes, Jr., President
Epixtar Communications Corp.
11900 Biscayne Blvd., Suite 262
Miami, Florida 33181

TELECOMMUNICATIONS SERVICES TARIFF

4.6 Late Payment Penalty

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

4.7 Dishonored Check Charge

All customers issuing dishonored check(s) will be charged a fee of \$20.00 per check.

4.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance marketing of services. These promotional offerings will be subject to Commission approval prior to implementation.

4.9 Pay Telephone (Payphone) Surcharge

A \$0.35 surcharge shall be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

ISSUED:

EFFECTIVE:

ISSUED BY: William D. Rhodes, Jr., President
Epixtar Communications Corp.
11900 Biscayne Blvd., Suite 262
Miami, Florida 33181

Epixtal Communications Corp.
D/B/A One Nation Telecommunications Services
11900 Biscayne Blvd #262
Miami, Florida 33181

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Wachovia.com

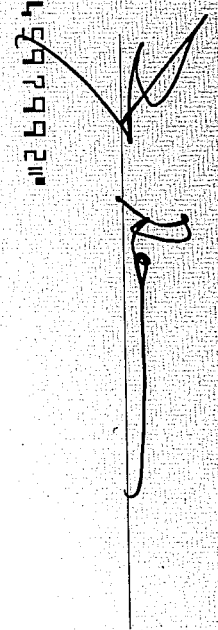
63-643670

001073

DATE
Feb 26, 2003

AMOUNT
*****\$250.00

PAY TO THE ORDER OF
Two Hundred Fifty and 00/100 Dollars
South Dakota Public Utilities Commission



⑈001073⑈ ⑆067006432⑆200001497992⑈

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 3, 2003 through April 9, 2003

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact
Delaine Kolbo within five business days of this report. Phone: 605-773-3705

CONSUMER COMPLAINTS

CT03-008 In the Matter of the Complaint filed by Gene Bunge on behalf of Canyon Shadows Water Company, Inc., Rapid City, South Dakota, against Qwest Corporation Regarding Termination of Switch Function Resulting in Damage.

Complainant's representative alleges that the respondent caused a signal cable interruption, which resulted in a water pump owned by the Complainant to run continuously from mid-November through the month of December. Complainant seeks to be reimbursed for the excess electrical usage and depreciation costs associated with the excess wear on the pump.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 04/07/03
Intervention deadline: N/A

TELECOMMUNICATIONS

TC03-065 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Midcontinent Communications, Inc.

On April 4, 2003, the Commission received a filing of New Product Offering Amendment to Agreement between Qwest Corporation (Qwest) and Midcontinent Communications, Inc. (Midco). According to the parties, the amendment is a negotiated agreement between Midco and Qwest which was approved by the Commission effective May 5, 1999, in Docket TC99-023. The amendment is made in order to add terms, conditions and rates for an expedited process for Midco's procurement of new Qwest products and services, as set forth in Attachment 1 and Exhibits L/M attached to the amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than April 24, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 04/04/03
Initial Comments Due: 04/24/03

TC03-066 In the Matter of the Application of Epixtar Communications Corp. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Epixtar Communications Corp. has filed an application for a Certificate of Authority to provide interexchange intrastate telecommunications services in South Dakota on a resale basis. The applicant intends to provide resold interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, operator services, and travel card service throughout South Dakota.

Staff Analyst: Bonnie Bjork
Staff Attorney: Karen Cremer
Date Docketed: 04/4/03
Intervention Deadline: 04/25/03

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**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
EPIXTAR COMMUNICATIONS CORP. FOR A)	CERTIFICATE OF
CERTIFICATE OF AUTHORITY TO PROVIDE)	AUTHORITY
INTEREXCHANGE TELECOMMUNICATIONS)	
SERVICES IN SOUTH DAKOTA)	TC03-066

On April 4, 2003, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from Epixtar Communications Corp. (Epixtar).

Epixtar proposes to provide interexchange intrastate telecommunications services within the state of South Dakota on a resale basis. A proposed tariff was filed by Epixtar. The Commission has classified long distance service as fully competitive.

On April 10, 2003, the Commission electronically transmitted notice of the filing and the intervention deadline of April 25, 2003, to interested individuals and entities. No petitions to intervene or comments were filed and at its May 6, 2003, meeting, the Commission considered Epixtar's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that Epixtar not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. Commission Staff further recommended a waiver of ARSD 20:10:24:02(8).

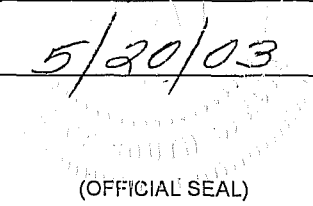
The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that Epixtar has met the legal requirements established for the granting of a certificate of authority. Epixtar has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Further, the Commission finds that there is good cause to waive ARSD 20:10:24:02(8). The Commission approves Epixtar's application for a certificate of authority, subject to the condition that Epixtar not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

ORDERED, that Epixtar's application for a certificate of authority to provide interexchange telecommunications services is hereby granted, effective June 4, 2003, subject to the condition that Epixtar not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. It is

FURTHER ORDERED, that the Commission waives ARSD 20:10:24:02(8). It is

FURTHER ORDERED, that Epixtar shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this 16th day of May, 2003.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By:	<u>Melaine Kelbo</u>
Date:	<u>5/20/03</u>
 (OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner

James A. Burg
JAMES A. BURG, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

To Conduct Business As A Telecommunications Company
Within The State of South Dakota

Authority was Granted effective June 4, 2003
Docket No. TC03-066

This is to certify that

EPIXTAR COMMUNICATIONS CORP.

is authorized to provide interexchange telecommunications services in South Dakota, subject to the condition that it not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission.

This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

Dated at Pierre, South Dakota, this 16th day of May, 2003.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



ROBERT K. SAHR, Chairman



GARY HANSON, Commissioner



JAMES A. BURG, Commissioner

